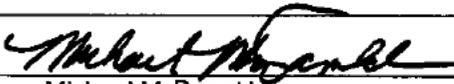


ATTACHMENT 1 - COVER LETTER

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

(Contractor Introduction)

Date: 6/20/11
Signature: 
Printed Name: Michael McDonald
Title: Associate Professor
Organization: George Mason University
Telephone Number: [REDACTED]
Fax Number: [REDACTED]
Mailing Address: [REDACTED] Fairfax, VA 22031
Email Address: rrmcdon@gmu.edu



**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:          Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov          For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

### BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None  (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes  No  (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes  No   
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes  No  N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

*Michael A. Samuel*

## BIDDER DECLARATION Instructions

### All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NWVA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NWVA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_ of \_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_ of \_\_\_" accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NWVA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NWVA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the "Page \_\_\_ of \_\_\_" accordingly.**

ATTACHMENT 4 - CONFLICT AND IMPARTIALITY STATEMENT

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

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

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

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

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

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

Explain any potential conflict below:

PLEASE SEE ATTACHED

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

PLEASE SEE ATTACHED

- 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

PLEASE SEE ATTACHED

- 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

PLEASE SEE ATTACHED

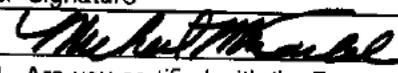
Date:	6/20/11
Signature:	<i>Michael McDonald</i>
Printed Name:	MICHAEL McDONALD
Title:	ASSOCIATE PROFESSOR
Organization:	GEORGE MASON UNIVERSITY
Telephone Number:	[REDACTED]
Fax Number:	[REDACTED]

ATTACHMENT 5 - BID/BIDDER CERTIFICATION SHEET

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

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

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

1. Company Name MICHAEL McDONALD		2. Telephone Number [REDACTED]	2a. Fax Number [REDACTED]
3. Address [REDACTED] FAIRFAX VA 22031			
Indicate your organization type:			
4. Sole Proprietorship <input checked="" type="checkbox"/>		5. Partnership <input type="checkbox"/>	
6. Corporation <input type="checkbox"/>			
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN) [REDACTED]		8. California Corporation No. [REDACTED]	
9. Indicate applicable license and/or certification information:  			
10. Bidder's Name (Print) MICHAEL McDONALD		11. Title ASSOCIATE PROFESSOR	
12. Signature 		13. Date 6/20/11	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:			
a. California Small Business Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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

## ATTACHMENT 4 - CONFLICT AND IMPARTIALITY STATEMENT ADDENDUM

### Section 1. Explain any potential conflict below:

I was elected Voter Registration Chair of the Fairfax County Democratic Committee for the 2003-2004 term. I discontinued my political party activities in 2004.

### Section 2. 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?

In addition to my George Mason University salary and internal university funding awards, I have received the following donations or funding to support research efforts over the past ten years:

1. **Citizen Redistricting Education, Software Supplemental.** 2011. (\$50,000). Project funded by Joyce Foundation to provide continued redistricting software development for use by advocacy groups in six Midwestern states.
2. **National Redistricting Reform Coordination.** 2009-2010. (\$100,000). With Thomas Mann and Norman Ornstein. Project funded by Joyce Foundation to support coordination of national redistricting reform efforts by the Brookings Institution and the American Enterprise Institute.
3. **Public Mapping Project.** 2009-2010. (\$124,000 & \$98,000). With Micah Altman, Thomas Mann, and Norman Ornstein. Project funded by the Sloan Foundation. An award to George Mason University enables development of software that enables on-line redistricting through a web browser. A second award to the Brookings Institution, and American Enterprise Institute provides organizational support, including the convening of an advisory board. More information available at [www.publicmapping.org](http://www.publicmapping.org).
4. **Citizen Redistricting Education.** 2010-2011. (\$104,000). Project funded by the Joyce Foundation. Provided for redistricting education forums in five Midwestern state capitals in 2010 and other continuing education efforts.
5. **Pre-Registration Programs.** 2008-2009. (\$86,000). Project funded by the Pew Charitable Trusts' Make Voting Work Initiative to examine pre-registration programs (voter registration for persons under age 18) in Florida and Hawaii.
6. **Sound Redistricting Reform.** 2006-2009. (\$405,000). Project funded by the Joyce Foundation, conducted jointly with the Brennan Center for Justice at NYU to investigate impacts of redistricting reform in Midwestern states.
7. **Electoral Competition Project.** 2005-2006. (\$200,000) Project funded by The Armstrong Foundation, the Carnegie Corporation of New York, the JEHT Foundation, The Joyce Foundation, The Kerr Foundation, Inc., and Smith Richardson Foundation. Jointly conducted by the Brookings Institution and Cato Institute to investigate the state of electoral competition in the United States.

**Section 3. 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.**

**Fee services**

1. **Consultant, Arizona Independent Redistricting Commission.** 2001-2006. Provided consulting services to determine competitiveness of proposed districts. My work was successfully defended in state court.
2. **Staff to Democratic Members, New Jersey State Legislative Redistricting Commission.** 2011. Wrote partisan fairness memo to tie-breaking member appointed by State Supreme Court Justice, Alan Rosenthal. The tie-breaking member accepted the proposed method with minor modifications with regards to the elections analyzed. The method is similar in respects to competitiveness analysis I conducted for the Arizona Independent Redistricting Commission.
3. **Staff, Virginia Republican Governor Robert McDonnell, Independent Bipartisan Advisory Redistricting Commission.** 2011. Provided mapping services for a bipartisan commission at request of Governor's office.
4. **Expert Witness, Alaska Apportionment Board.** 2001-2002. Provided analysis and testimony for Alaska Apportionment Board with regards to partisan fairness of state legislative redistricting plan.
5. **Expert Witness, *Rodriguez v Pataki*.** 2003. Provided racial bloc voting analysis and testimony for Plaintiffs with regards to state New York Senate redistricting plan.
6. **Consulting expert, *O'Leary v Miller*.** 2002. Provided analysis and testimony for Plaintiffs with regards to partisan fairness of Michigan congressional redistricting plan.
7. **Co-Principle Investigator, Public Mapping Project.** 2008-Present. Developed and deployed software to enable the public to draw redistricting plans through their web browsers. Our advisory board is composed of bipartisan and non-partisan members. As of the date of this submission, we have worked with governments or state advocates to use our software in Arizona (Arizona Competitive Districts Coalition), California (County of Contra Costa), Illinois (Midwest Democracy Network), Indiana (Midwest Democracy Network), Massachusetts (Common Cause), Michigan (Midwest Democracy Network), Minnesota (Midwest Democracy Network), New Mexico (League of Women Voters), Ohio (Midwest Democracy Network), Oklahoma (State Senator Jim Wilson), Oregon (League of Women Voters Oregon), Rhode Island (Common Cause Rhode Island), Wisconsin (Midwest Democracy Network), and Virginia (Judy Ford Wason Center for Public Policy at Christopher Newport University). More information is available at [www.publicmapping.org](http://www.publicmapping.org). Project funded by the Sloan Foundation, Joyce Foundation, and Judy Ford Wason Center for Public Policy at Christopher Newport University.
8. **Co- Principle Investigator, Bookings Institution and Cato Institute Electoral Competition Project.** 2005-2006. Held two conferences and produced an edited volume on electoral competition, of which redistricting was a topic that I covered. Elected officials and staff of both political parties attended the public forums. Project funded by The Armstrong Foundation, the Carnegie Corporation of New York, the JEHT Foundation, The Joyce Foundation, The Kerr Foundation, Inc., and the Smith-Richardson Foundation.

## Volunteer services

9. **Advisor, New York Democratic Governor Andrew Cuomo.** 2011. Advised on drafting proposed redistricting reform executive order language.
10. **Consultant, Democratic National Committee.** 2010. Provided advice on construction of redistricting databases.
11. **Advisor, Illinois Republican Party.** 2009. Advised drafting proposed redistricting reform initiative language.
12. **Advisor, Democratic Caucus, Illinois State Senate.** 2009. Advised drafting proposed redistricting reform referendum language.
13. **Advisor, Non-Partisan FAIR Districts Florida.** 2009. Advised drafting proposed redistricting reform initiative language.
14. **Participant, Voting Rights Reauthorization Conference.** 2006. Produced a book chapter for an edited volume that was circulated to Members of Congress. Advised then-Republican Senator Arlen Specter on an amendment to the 2006 Voting Rights Act reauthorization.
15. **Advisor, Republican Governor Arnold Schwarzenegger's office.** 2005. Consulted on drafting proposed redistricting reform initiative language.
16. **Advisor, Non-Partisan Reform Ohio Now.** 2005. Advised drafting proposed redistricting reform initiative language.
17. **Advisor, Democratic Rep. John Tanner.** 2005. Advised drafting proposed redistricting reform bill.
18. **Moderator, AARP Virginia.** 2003. State Senate Debate

**Section 4. 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.**

The Commission will be the sole provider of funds.

**Section 5. 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, I have numerous examples of setting aside personal interest, political opinions, and group allegiances to achieve broad objectives.

1. **I support public participation and transparency in the redistricting process.** The Public Mapping Project (item #7 in Section 3) provides redistricting software and data to all in the public, regardless of their political persuasion. A related project that I directed, the Sound Redistricting Reform project (item #6 in Section 2) produced redistricting education materials for the general public, including the widely-circulated *A Citizens' Guide to Redistricting*.
2. **I support fact-based redistricting education.** I have been invited to give presentations on redistricting to numerous organizations. Among them is the National Conference of State Legislatures (NCSL), where I was an invited speaker for all five of their redistricting training sessions leading up to the current redistricting round. These training sessions were well-attended by elected officials and staff of both political parties. I was part of a team that organized redistricting simulation sessions designed to teach redistricting legal complexities. In

addition to NCSL, I was an invited speaker on redistricting or related election issues to the Council of State Governments, National Association of Secretaries of State, National League of Women Voters, and the National Common Cause meetings and I have given testimony to legislative redistricting committees in Illinois, Nevada, Oregon, Pennsylvania and Virginia.

3. I **support independent redistricting commissions**. In the last round of redistricting, I served as a consultant to the Arizona Independent Redistricting Commission. In the current round, I served as an advisor to Republican Virginia Governor McDonnell's Independent Bipartisan Advisory Redistricting Commission. I describe these two examples in the accompanying reference projects.
4. I **am a trusted elections analyst**. Since 2002, I have been a member of teams that have called election outcomes for the national media. In 2002, I consulted for ABC News. From 2004-2008, I consulted for Edison Media Research, the firm that conducts the national exit poll. In 2010, I consulted for the Associated Press. I produce voter turnout statistics that are widely used by the media and academia. As such, I am a trusted commentator on election issues for national and local media outlets. I have been interviewed by ABC, CBS, NBC, FOX, PBS, CNN, MSNBC, BBC, NPR, Associated Press, *New York Times*, *Washington Post*, *Wall Street Journal*, and *Los Angeles Times*, among many other news organizations.
5. I **have consulted for the national governments on election-related projects**. I have been a consultant to the United States Election Assistance Commission, Federal Voting Assistance Program and United States State Department.

ATTACHMENT 5 - BID/BIDDER CERTIFICATION SHEET

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

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

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

1. Company Name		2. Telephone Number	2a. Fax Number
MICHAEL McDONALD		[REDACTED]	[REDACTED]
3. Address			
[REDACTED]		FAIRFAX VA 22031	
Indicate your organization type:			
4. Sole Proprietorship <input checked="" type="checkbox"/>		5. Partnership	6. Corporation
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN)		8. California Corporation No.	
[REDACTED]			
9. Indicate applicable license and/or certification information:			
10. Bidder's Name (Print)		11. Title	
MICHAEL McDONALD		ASSOCIATE PROFESSOR	
12. Signature		13. Date	
<i>Michael McDonald</i>		6/20/11	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:			
a. California Small Business Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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

ATTACHMENT 6 - REQUIRED ATTACHMENT CHECK LIST

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

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

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

ATTACHMENT 7 - CCC - 307 CERTIFICATION

Complete, sign (original signature) and return this certification in Volume I of the Final Bid submission. The CCC-307 can be found on the Internet at [www.ols.dgs.ca.gov/Standard+Language](http://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) MICHAEL McDONALD		Federal ID Number [REDACTED]
By (Authorized Signature) <i>Michael McDonald</i>		
Printed Name and Title of Person Signing MICHAEL McDONALD ASSOCIATE PROFESSOR		
Date Executed 6/20/11	Executed in the County of FAIRFAX, VA	

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](http://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.

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

AGREEMENT NUMBER <b>CRC - 102 - 011</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
 Citizens' Redistricting Commission

CONTRACTOR'S NAME  
 MICHAEL McDONALD

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

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

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

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

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

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a		
BY (Authorized Signature) <i>Michael McDonald</i>	DATE SIGNED (Do not type) 06/20/11	
PRINTED NAME AND TITLE OF PERSON SIGNING MICHAEL McDONALD ASSOCIATE PROFESSOR		
ADDRESS [REDACTED] FAIRFAX VA 22031		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Citizen's Redistricting Commission		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 901 P St., Suite 154A; Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

Exhibit B  
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

2. Travel and Per Diem

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

3. Budget Contingency Clause

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

4. Prompt Payment Clause

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

5. Other Terms

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

EXHIBIT C  
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS  
CONFIDENTIALITY AGREEMENT

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

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

  
\_\_\_\_\_  
Signature

06.20.11  
Date

## **DR. MICHAEL MCDONALD**

### **RESPONSE TO IFB #003**

I am Dr. Michael McDonald, an Associate Professor at George Mason University and a non-resident Senior Fellow at the Brookings Institution. I was born in Santa Barbara, California and received my Bachelors of Science from California Institution of Technology and PhD from University of California, San Diego. I began my career in redistricting-related work in 1989, when I worked for Pactech Data and Research, the consulting firm responsible for building the California Statewide Database. Since then, I have performed redistricting consulting in seven states. I have written extensively about redistricting and the Voting Rights Act in my academic publications. I have been invited to make redistricting presentations to many governmental and non-governmental groups and I am a trusted commentator by the national and local media on redistricting issues.

It would be my privilege to perform In Process Review of the redistricting plans under consideration by the California Citizens Redistricting Commission. I strongly support independent redistricting commissions. I have consulted for such commissions in Arizona and Virginia, I have argued for non-legislative redistricting mechanisms in my academic writing, and I have advised advocates of all ideological and partisan stripes seeking to reform the redistricting process. I hope that you favorably consider my proposal for In Process Review so that I may assist the Citizens Redistricting Commission in their important task.

### **MINIMUM QUALIFICATIONS**

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

I am co-principle investigator and developer of the Public Mapping Project, open-source software that enables the public to draw and evaluate redistricting plans through their web browsers. A basic function of the software is to evaluate the results accrued by the movement of census geography units into and out of proposed districts. The software includes specific reporting tools to evaluate redistricting maps to determine whether proposed districts reflect compliance with the criteria delineated by the group or individuals requesting the maps, and by applicable state and federal requirements. See [www.publicmapping.org](http://www.publicmapping.org) for more information. See my resume for my extensive redistricting experience that informs the software development.

### **3. Demonstrated Skills**

#### **a. Understanding of census geography and demographics**

A basic function of the Public Mapping Software is to manipulate and calculate demographic statistics associated with census geography. I have created several state redistricting databases using the PL94-

171 redistricting data for use with the software that have been used to support mapping efforts across the country.

From 1989 to 1991, I was an employee of Pactech Data and Research, the consulting firm responsible for building the California Statewide Database.

I calculate voter turnout rates used widely by the media and academics. The denominator for these rates is the voting-eligible population, a statistic that I create from various Census Bureau products, such as the American Community Survey, Current Population Survey, the decennial census, and population estimates.

**b. Analysis and evaluation of the potential impact of proposed lines on communities of interest**

I am familiar with emerging communities of interest requirements through my extensive redistricting experience. A feature of the Public Mapping Software enables users to define their communities of interest and allows the calculation of the number of times these communities are split.

**c. Familiarity with applicable state and federal laws and requirements as related to redistricting**

I am familiar with applicable state and federal laws through my extensive redistricting experience, working as a redistricting consultant in seven states including California. I have been invited to give presentations on redistricting to numerous organizations. Among them is the National Conference of State Legislatures (NCSL), where I was an invited speaker for all five of their redistricting training sessions leading up to the current redistricting round. These training sessions were well-attended by elected officials and staff of both political parties. I was part of a team that organized redistricting simulation sessions designed to teach redistricting legal complexities. In addition to NCSL, I was an invited speaker on redistricting or related election issues to the Council of State Governments, National Association of Secretaries of State, National League of Women Voters, and the National Common Cause meetings and I have given testimony to legislative redistricting committees in Illinois, Nevada, Oregon, Pennsylvania and Virginia.

**d. Knowledge of the specific geographic areas of California, including the population and socio-economic characteristics of the area, transportation, etc.**

I have considerable knowledge of California communities of interest. I was born in Santa Barbara; I lived in Mira Mesa, Pasadena, and Whittier; I visit regularly my friends and family residing in California; and I attended school at California Institute of Technology and University of California, San Diego.

I have engaged in three California-specific redistricting projects outside the ten year window of the reference projects.

1. In 2000, I evaluated a redistricting plan for Defendants in *United States v. Upper San Gabriel Valley Municipal Water District*.
2. I consulted for the Democratic-controlled California State Assembly during the 1991 redistricting. I provided computer support, drew maps, produced reports, and made presentations to state legislators.
3. From 1989-1991, I worked for Pactech and Data Research, which is the consulting firm responsible for maintaining California's elections and reapportionment database. While working

for Pactech Data and Research in 1989, I conducted racial bloc voting analysis for the Department of Justice in *Garza v LA Board of Supervisors*.

## **REFERENCE PROJECTS**

### **Project 1. Arizona Independent Redistricting Commission**

#### **Project Description**

##### **a. Scope of Project**

I was a consultant to the Arizona Independent Redistricting Commission from 2001 to 2006. I evaluated districts' competitiveness to ensure compliance with the Arizona state constitution and performed racial bloc voting analyses to ensure compliance with the Voting Rights Act.

##### **b. Role**

I worked with a team of consultants and support staff to the Arizona Redistricting Commission.

##### **c. Responsibilities**

Initially, I was provided with the districts defined in terms of the 2000 census geography, performed competitiveness analyses, and generated reports. Later, I was asked to perform racial bloc voting analyses for the commission. In the subsequent litigation, I was tasked by a court to draw redistricting plans with a team of other consultants.

##### **d. Work Product**

In my work for the commission, I produced reports and made presentations to the commission. In my work related to the lawsuits, I produced reports, gave depositions, presented testimony, and drew plans.

##### **e. Outcome**

Congressional and state legislative plans were adopted by the Arizona Independent Redistricting Commission. My work on district competitiveness was a key component of a challenge to the commissions' state legislative map, and was successfully defended in state court.

#### **Demonstrate Experience**

##### **a. Application of demographics and census data to redistricting**

The competitiveness analysis required merging redistricting plans with a block level database of census and election data. The racial bloc voting analysis required analysis of racial voting patterns in targeted areas of Arizona.

##### **b. Knowledge of laws related to redistricting**

The racial bloc voting analyses require knowledge of federal Voting Rights Act requirements. My competitiveness analysis for the commission was successfully defended in state court.

**c. Analysis and evaluation of potential impact of proposed lines on communities of interest**

During the court proceedings, the court tasked me to work with other consultants to draw redistricting plans that maximized competitiveness, and then to balance this map against other Arizona constitutional requirements, including communities of interest.

**d. Knowledge of the specific geographic areas of California**

This project was conducted in Arizona. Please see the Minimum Qualifications Section for a description of my California knowledge.

**Contact**

**a. Name**

Jose de Jesus Rivera, counsel to the Arizona Independent Redistricting Commission.

**b. Address**

Haralson, Miller, Pitt, Feldman, and McAnally, P.L.C.

[REDACTED]  
Tucson, AZ 85701

**c. Phone Number**

[REDACTED]

**Project 2. Virginia Gov. McDonnell's Independent Bipartisan Advisory Redistricting Commission & Virginia Redistricting Competition**

**Project Description**

**a. Scope of Project**

I was an advisor to Virginia Gov. McDonnell's Independent Bipartisan Advisory Redistricting Commission in 2011. Related to this project, I jointly directed the Virginia Redistricting Competition with Quentin Kidd at Christopher Newport University.

**b. Role**

I worked with a team of advisors to the Independent Bipartisan Advisory Redistricting Commission and with a team of paid staff, faculty advisors, students, and volunteers to execute the Virginia Redistricting Competition.

**c. Responsibilities**

I was responsible for drawing redistricting plans for the Independent Bipartisan Advisory Redistricting Commission and provided advice with regards to the legal requirements. Virginia's redistricting takes place during a very tight time frame since the state holds state legislative elections in 2011. I organized and managed a team of mapping consultants partially recruited through the Virginia Redistricting Competition.

I created the redistricting database of merged census and election data for both efforts and directed a team to manage the on-line redistricting software, a software product that I directed the production of through the Public Mapping Project. See [www.publicmapping.org](http://www.publicmapping.org) for more information.

I produced reports and made presentations to the commission as to how well plans adhered to Gov. McDonnell's requirements that districts were equal population, respect the Voting Rights Act, compact, follow existing political boundaries, and respect communities of interest. I produced similar reports for judging of the Virginia Redistricting Competition, with the inclusion of partisan fairness and competitiveness.

**d. Work Product**

I drew two state House plans and directed the drawing of three Senate and three congressional plans.

Students who participated in the Virginia Redistricting Competition submitted fifty-five congressional and state legislative plans for judging.

**e. Outcome**

The congressional and state legislative plans I drew or oversaw were adopted by the Independent Bipartisan Advisory Redistricting Commission. Some of these plans, along with winning student plans, were submitted as legislative bills. In his veto of the adopted legislative plans, Gov. McDonnell cited the commission's work as the comparison benchmark. Gov. McDonnell later signed amended plans.

**Demonstrate Experience**

**a. Application of demographics and census data to redistricting**

I created the redistricting database of merged PL94-171 census data and election data for both efforts and directed a team to manage the on-line redistricting software, a software product that I directed the production of through the Public Mapping Project. See [www.publicmapping.org](http://www.publicmapping.org) for more information.

**b. Knowledge of laws related to redistricting**

Plans that I produced or directed development of were submitted as legal, legislative bills.

**c. Analysis and evaluation of potential impact of proposed lines on communities of interest**

I produced and presented reports that described how well these plans adhered to federal and state laws or principles articulated by the governor and for the competition judging. These principles included respecting communities of interest.

**d. Knowledge of the specific geographic areas of California**

This project was conducted in Virginia. Please see the Minimum Qualifications Section for a description of my California knowledge.

**Contact**

**a. Name**

Quentin Kidd, Associate Professor and Chair, Department of Government, Christopher Newport University

**b. Address**

Christopher Newport University  
[REDACTED] Newport News, VA 23606

**c. Phone Number**

[REDACTED]

# Dr. Michael P. McDonald

Associate Professor, George Mason University  
Non-Resident Senior Fellow, Brookings Institution  
Department of Public and International Affairs  
4400 University Drive MSN 3F4  
Fairfax, VA 22030-4444

Office: [REDACTED]  
Fax: [REDACTED]  
Email: [mmcdon@gmu.edu](mailto:mmcdon@gmu.edu)  
Web: <http://elections.gmu.edu>

## Education

Post-Doctoral Fellow. Harvard University. August 1998 – August 1999.  
Ph.D. Political Science. University of California, San Diego. February, 1999.  
BS Economics. California Institute of Technology. June, 1989.

## Publications

### *Books*

Michael P. McDonald and John Samples, eds. 2006. *The Marketplace of Democracy: Electoral Competition and American Politics*. Washington DC: Brookings Press.

Micah Altman, Jeff Gill, and Michael P. McDonald. 2003. *Numerical Issues in Statistical Computing for the Social Scientist*. Hoboken, NJ: Wiley and Sons.

### *Peer-Reviewed Articles*

Michael P. McDonald and Matthew Thornburg. Forthcoming. "Evidence for Mode of Interview Effects: The Case of Supplementing Exit Polls with Early Voter Phone Surveys." *Public Opinion Quarterly*.

Micah Altman and Michael P. McDonald. 2011. "BARD: Better Automated Redistricting." *Journal of Statistical Software* 42(5): 1-28. Winner, 2009 American Political Science Association, Information and Technology Politics Section, Software of the Year.

Michael P. McDonald. 2011. "The 2010 Election: Signs and Portents for Redistricting." *PS: Political Science and Politics* 44(2): 311-15.

Richard Engstrom and Michael P. McDonald. 2011. "The Political Scientist as Expert Witness." *PS: Political Science and Politics* 44(2): 285-89.

- Michael P. McDonald. 2008. "Portable Voter Registration." *Political Behavior* 30(4): 491-501.
- Michael P. McDonald and Justin Levitt. 2008. "Seeing Double Voting: An Extension of the Birthday Problem." *Election Law Journal* 7(2): 111-22.
- Michael P. McDonald. 2007. "The True Electorate: A Cross-Validation of Voter File and Election Poll Demographics." *Public Opinion Quarterly* 71(4): 588-602.
- Michael P. McDonald. 2007. "Regulating Redistricting." *PS: Political Science and Politics* 40(4): 675-9.
- Micah Altman, Jeff Gill, and Michael P. McDonald. 2007. "Accuracy: Tools for Accurate and Reliable Statistical Computing." *Journal of Statistical Software* 21(1).
- David Lublin and Michael P. McDonald. 2006. "Is It Time to Draw the Line? The Impact of Redistricting on Competition in State House Elections." *Election Law Journal* 5(2): 144-57.
- Michael P. McDonald. 2006. "Drawing the Line on District Competition." *PS: Political Science and Politics* 39(1): 91-94.
- Michael P. McDonald. 2006. "Re-Drawing the Line on District Competition." *PS: Political Science and Politics* 39(1): 99-102.
- Micah Altman, Karin MacDonald, and Michael P. McDonald. 2005. "From Crayons to Computers: The Evolution of Computer Use in Redistricting." *Social Science Computing Review* 23(2) 334-46.
- Michael P. McDonald. 2004. "A Comparative Analysis of U.S. State Redistricting Institutions." *State Politics and Policy Quarterly* 4(4): 371-396.
- Michael P. McDonald. 2003. "On the Over-Report Bias of the National Election Study." *Political Analysis* 11(2): 180-186.
- Micah Altman and Michael P. McDonald. 2003. "Replication with Attention to Numerical Accuracy." *Political Analysis* 11(3): 302-307.
- Michael P. McDonald. 2002. "The Turnout Rate Among Eligible Voters for U.S. States, 1980-2000." *State Politics and Policy Quarterly* 2(2): 199-212.
- Michael P. McDonald and Samuel Popkin. 2001. "The Myth of the Vanishing Voter." *American Political Science Review* 95(4): 963-974. Reprinted 2006 in *Classic Ideas and Current Issues in American Government*, Bose and DiIulio, eds.
- Micah Altman and Michael P. McDonald. 2001. "Choosing Reliable Statistical Software." *PS: Political Science and Politics*. 43(3): 681-687.

Bernard Grofman, William Koetzel, Michael P. McDonald, and Thomas Brunell. 2000. "A New Look at Ticket Splitting: The Comparative Midpoints Model." *Journal of Politics* 62(1): 24-50.

Samuel Kernell and Michael P. McDonald. 1999. "Congress and America's Political Development: Political Strategy and the Transformation of the Post Office from Patronage to Service." *American Journal of Political Science* 43(3): 792-811.

#### *Law Review Articles*

Michael P. McDonald and Matthew Thornburg. 2010. "Registering the Youth: Preregistration Programs." *New York University Journal of Legislation and Public Policy* 13(3): 551-72.

Micah Altman and Michael P. McDonald. 2010. "The Promise and Perils of Computers in Redistricting." *Duke J. Constitutional Law and Public Policy* 5: 69-112.

Justin Levitt and Michael P. McDonald. 2007. "Taking the 'Re' out of Redistricting: State Constitutional Provisions on Redistricting Timing." *Georgetown Law Review* 95(4): 1247-86.

#### *Peer-Reviewed Book Chapters*

Michael P. McDonald. 2010. "Income Inequality and Participation in the United States." in *United in Diversity? Comparing Social Models in European and America*, Jens Alber and Neil Gilbert, eds. New York, NY: Oxford University Press.

Michael P. McDonald. 2008. "Redistricting and the Decline of Competitive Congressional Districts." in *Mobilizing Democracy: A Comparative Perspective on Institutional Barriers and Political Obstacles*, Margaret Levi, James Johnson, Jack Knight, and Susan Stokes, eds. New York, NY: Russell Sage Publications.

Michael P. McDonald. 2008. "Reforming Redistricting." in *Democracy in the States: Experiments in Elections Reform*, Bruce Cain, Todd Donovan, and Caroline Tolbert, eds. Washington, DC: Brookings Press.

Michael P. McDonald. 2006. "Who's Covered? Section 4 Coverage Formula and Bailout" in *The Future of the Voting Rights Act*, David Epstein, Richard H. Pildes, Rodolfo O. de la Garza, and Sharyn O'Halloran, eds. New York, NY: Russell Sage Publications.

Micah Altman, Jeff Gill, and Michael P. McDonald. 2004. "A Comparison of the Numerical Properties of EI Methods" in *Ecological Inference: New Methods and Strategies*, Gary King, Ori Rosen, and Martin Tanner, eds. New York, NY: Cambridge University Press.

#### *Non-Peer-Reviewed Book Chapters*

Micah Altman and Michael P. McDonald. Forthcoming. "Technology for Public Participation in Redistricting" in *Redistricting in the West*, Gary Moncrief, ed. Lanham, MD: Lexington Press.

- Michael P. McDonald. Forthcoming. "Democracy in American Elections" in *Imperfect Democracies: The Democracy Deficit in Canada and the United States*, Richard Simeon and Patti Lenard, eds. Vancouver, BC: University of British Columbia Press.
- Michael P. McDonald and Thomas Schaller. 2011. "Voter Mobilization in the 2008 Presidential Election" in *The Change Election: Money, Mobilization and Persuasion in the 2008 Federal Elections*, David Magleby, ed. Philadelphia, PA: Temple University Press. (previously published as a Pew Charitable Trusts monograph).
- Michael P. McDonald. 2011. "Congressional Redistricting" in *Oxford Handbook of Congress*, Frances Lee and Eric Schickler, eds. Cambridge, UK: Oxford University Press.
- Michael P. McDonald. 2011. "Voter Turnout: Eligibility Has Its Benefits" in *Controversies in Voting Behavior*, 2nd Edition, Richard G. Niemi, Herbert F. Weisberg, and David Kimball, eds. Washington, DC: CQ Press.
- Michael P. McDonald. 2010. "In Support of Non-Partisan Redistricting." in *Debating Reform: Conflicting Perspectives on How to Mend American Government and Politics*, Richard Ellis and Mike Nelson, eds. Washington, DC: Congressional Quarterly Press.
- Michael P. McDonald. 2010. "American Voter Turnout in Historical Perspective." in *Oxford Handbook of American Elections and Political Behavior*, Jan Leighley, ed. Cambridge, UK: Oxford University Press.
- Michael P. McDonald. 2009. "Mechanical Effects of Duverger's Law in the USA." in *Duverger's Law of Plurality Voting: The Logic of Party Competition in Canada, India, the United Kingdom and the United States*, Bernard Grofman, André Blais and Shaun Bowler, eds. New York, NY: Springer.
- Michael P. McDonald and Matthew Thornburg. 2008. "State and Local Redistricting" in *Political Encyclopedia of U.S. States and Regions*, Donald Haider-Markel, ed. New York, NY: MTM Publishing.
- Michael P. McDonald. 2006. "Redistricting and District Competition" in *The Marketplace of Democracy*, Michael P. McDonald and John Samples, eds. Washington, DC: Brookings Press.
- Micah Altman, Karin Mac Donald, and Michael P. McDonald. 2005. "Pushbutton Gerrymanders? How Computing Has Changed Redistricting" in *Party Lines: Competition, Partisanship and Congressional Redistricting*, Bruce Cain and Thomas Mann, eds. Washington, DC: Brookings Press.
- Bruce Cain, Karin Mac Donald, and Michael P. McDonald. 2005. "From Equality to Fairness: The Path of Political Reform Since Baker v Carr" in *Party Lines: Competition, Partisanship and Congressional Redistricting*, Bruce Cain and Thomas Mann, eds. Washington, DC: Brookings Press.

Michael P. McDonald. 2005. "Validity, Data Sources" in *Encyclopedia of Social Measurement*, Vol. 3. Kimberly Kempf-Leonard, ed. San Deigo, CA: Elsevier Inc.

Michael P. McDonald. 2005. "Reporting Bias" in *Polling in America: An Encyclopedia of Public Opinion*. Benjamin Radcliff and Samuel Best, eds. Westport, CT: Greenwood Press.

*Other Non-Peer Reviewed Academic Publications*

Michael P. McDonald and Chrisopher Z. Mooney. 2011. "'Pracademics': Mixing an Academic Career with Practical Politics." *PS: Political Science and Politics* 44(2): 251-53.

Michael P. McDonald. 2011. "Voter Turnout in the 2010 Midterm Election." *The Forum* 8(4).

Michael P. McDonald. 2011. "Redistricting: The Most Political Activity in America by Charles S. Bullock III (book review)." *American Review of Politics* (Fall 2010/Spring 2011).

Michael P. McDonald. 2009. "'A Magnificent Catastrophe' Retold by Edward Larson (book review)." *The Election Law Journal* 8(3): 234-47.

Michael P. McDonald. 2008. "The Return of the Voter: Voter Turnout in the 2008 Presidential Election." *The Forum* 6(4).

Michael P. McDonald. 2006. "American Voter Turnout: An Institutional Perspective by David Hill (book review)." *Political Science Quarterly* 121(3): 516-7.

Micah Altman and Michael P. McDonald. 2006. "How to Set a Random Clock (Remarks on Earnest 2006)." *PS: Political Science and Politics* 39(4): 795.

Michael P. McDonald. 2004. "Up, Up, and Away! Turnout in the 2004 Presidential Election." *The Forum* (2):4. Dec. 2004.

Michael P. McDonald. 2004. "Drawing the Line on the 2004 Congressional Elections." *Legislative Studies Section Newsletter* (Fall): 14-18.

Michael P. McDonald. 2004. "2001: A Redistricting Odyssey." *State Polttics and Policy Quarterly* 4(4): 369-370.

Micah Altman and Michael P. McDonald. 1999. "Resources for Testing and Enhancement of Statistical Software" in *The Political Methodologist* 9(1).

Michael P. McDonald. 1999. "Representational Theories of the Polarization of the House of Representatives" in *Legislative Studies Section Newsletter, Extension of Remarks* 22(2): 8-10.

Michael P. McDonald. 2003. "California Recall Voting: Nuggets of California Gold for Political Behavior." *The Forum* (1) 4.

### *Reports*

- Michael P. McDonald. 2009. Voter Preregistration Programs. George Mason University Monograph.
- Michael P. McDonald. 2009. Midwest Mapping Project. George Mason University Monograph.
- Michael P. McDonald and Matthew Thornburg. 2008. "The 2008 Virginia Election Administration Survey." Fairfax, VA: George Mason University.
- Kimball Brace and Michael P. McDonald. 2005. "Report to the Election Assistance Commission on the Election Day Survey." Sept. 27, 2005.

### *Opinion Editorials*

- Michael P. McDonald. 2011. "The Shape of Things to Come: New Software May Help the Public Have a Crucial Redrawing of Voting Districts." *Sojourners*, April 2011: 11-12.
- Micah Altman and Michael P. McDonald. "Computers: Redistricting Super Hero or Evil Mastermind?" *Campaigns and Elections Magazine*, forthcoming.
- Michael P. McDonald. 2010. "Who Voted in 2010, and Why It Matters for 2012." *AOL News*. Nov. 4, 2010.
- Michael P. McDonald and Seth McKee. "The Revenge of the Moderates." *The Politico*, Oct. 10, 2010.
- Michael P. McDonald and Micah Altman. 2010. "Pulling Back the Curtain on Redistricting." *The Washington Post* July 9, 2010.
- Michael P. McDonald. 2008. "This May Be the Election of the Century." *The Politico*, Sept. 9, 2008.
- Michael P. McDonald. 2008. "Super Tuesday Turned into a Super Flop." *Roll Call*, Feb. 11, 2008.
- Michael P. McDonald. 2006. "Rocking the House: Competition and Turnout in the 2006 Midterm Election." *The Forum* 4(3).
- Michael P. McDonald. 2006. "5 Myths About Turning Out the Vote." *The Washington Post*. Oct. 29, 2006, p. B3.
- Michael P. McDonald. 2006. "Supreme Court Lets the Politicians Run Wild." *Roll Call*. June 29, 2006.
- Michael P. McDonald. 2006. "Re-Redistricting Redux." *The American Prospect*. March 6, 2006.

Michael P. McDonald and Kimball Brace. "EAC Survey Sheds Light on Election Administration." *Roll Call*. Oct. 27, 2005.

Michael P. McDonald. 2004. "The Numbers Prove that 2004 May Signal More Voter Interest." *Milwaukee Journal Sentinel*. Milwaukee, WI.

Michael P. McDonald. 2004. "Democracy in America?" *La Vanguardia*. Barcelona, Spain.

Michael P. McDonald. 2003. "Enhancing Democracy in Virginia." *Connection Newspapers*. March 24.

Michael P. McDonald. 2001. "Piecing Together the Illinois Redistricting Puzzle." *Illinois Issues*. March, 2001.

Samuel Popkin and Michael P. McDonald. 2000. "Turnout's Not as Bad as You Think." *The Washington Post*. Nov. 5: B-1.

Samuel Popkin and Michael P. McDonald. 1998. "Who Votes? A Comparison of NES, CPS, and VNS Polls." *Democratic Leadership Council Bluebook*. Sept., 1998.

### *Software Packages*

Micah Altman, Michael P. McDonald, and Azavea. "District Builder." Open source software to enable public participation in redistricting. Source code available at Sourceforge. Project website, <http://www.publicmapping.org>.

Micah Altman and Michael P. McDonald. 2007. "BARD: Better Automated Redistricting." R package available through CRAN. Source code available at Sourceforge.

Micah Altman, Jeff Gill, and Michael P. McDonald. 2004. "Accuracy: Tools for testing and improving accuracy of statistical results." R package available through CRAN.

## **Grants**

Citizen Redistricting Education, Software Supplemental. 2011. (\$50,000). Project funded by Joyce Foundation to provide continued redistricting software development for use by advocacy groups in six Midwestern states.

National Redistricting Reform Coordination. 2009-10. (\$100,000). With Thomas Mann and Norman Ornstein. Project funded by Joyce Foundation to support coordination of national redistricting reform efforts by the Brookings Institution and the American Enterprise Institute.

Citizen Mapping Project. 2009-10. (\$124,000 & \$98,000). With Micah Altman, Thomas Mann, and Norman Ornstein. Project funded by the Sloan Foundation. An award to George Mason University enables development of software that, essentially, permits on-line redistricting through commonly used internet mapping programs. A second award to the Brookings

Institution and American Enterprise Institute provides organizational support, including the convening of an advisory board.

Citizen Redistricting Education. 2010. (\$104,000). Project funded by the Joyce Foundation. Provides for redistricting education forums in five Midwestern state capitals in 2010 and other continuing education efforts.

Pre-Registration Programs. 2008-9. (\$86,000). Project funded by the Pew Charitable Trusts' Make Voting Work Initiative to examine pre-registration programs (voter registration for persons under age 18) in Florida and Hawaii.

Sound Redistricting Reform. 2006-9. (\$405,000). Project funded by the Joyce Foundation, conducted jointly with the Brennan Center for Justice at NYU to investigate impacts of redistricting reform in Midwestern states.

Electoral Competition Project. 2005-6. (\$200,000) Project funded by The Armstrong Foundation, the Carnegie Corporation of New York, the JEHT Foundation, The Joyce Foundation, The Kerr Foundation, Inc., and anonymous donors. Jointly conducted by the Brookings Institution and Cato Institute to investigate the state of electoral competition in the United States.

George Mason University Provost Summer Research Grant. 2004. (\$5,000).

ICPSR Data Document Initiative. 1999. Awarded beta test grant. Member, advisory committee on creation of electronic codebook standards.

## **Academic Experience**

*Courses Taught:* Public Opinion and Voting Behavior, Parties and Campaigns, Comparative Electoral Institutions, Intro to American Politics, Congress, Legislative Politics, Research Methods, Advanced Research Methods, Freshman Seminar: Topics in Race and Gender Policies, and Legislative Staff Internship Program.

### George Mason University

- Associate Professor. May 2007 – Present.
- Assistant Professor. Aug 2002 – May, 2007.

### The Brookings Institution

- Non-Resident Senior Fellow. January 2006 – Present.
- Visiting Fellow. June 2004 – December 2006.

University of Illinois, Springfield. Assistant Professor. Aug 2000 – June 2002.

Joint appointment in Political Studies Department and Legislative Studies Center.

Vanderbilt University. Assistant Professor. Aug 1999 – Aug 2000.

Harvard-MIT Data Center. Post-Doctoral Research Fellow. Sept. 1998 – Aug 1999.

Developed Virtual Data Center, a web-based data sharing system for academics. Maintained Record of American Democracy (U.S. precinct-level election data).

University of California-San Diego

- Assistant to the Director for University of California, Washington DC program. Sept 1997 – June 1998.
- Instructor for research methods seminar for UCSD Washington interns.
- Visiting Assistant Professor. Spring Quarter 1997.
- Visiting Assistant Professor. Summer Session, Aug 1996 and Aug 1997.
- Teaching Assistant/Grader. Aug 1991 – March 1997.

## **Professional Service**

*State Politics and Policy Quarterly*

- Guest Editor. Dec 2004 issue.
- Editorial Board Member 2004-2011.

*Non-Profit Voter Engagement Network*, Member, Advisory Board. 2007 – present.

*Overseas Vote Foundation*, Member, Advisory Board. 2005 – present.

*National Capital Area Political Science Association*, Member, Council, 2010 – 2012.

*Virginia Public Access Project*, Member, Board of Directors. 2004 – 2006.

*Fairfax County School Board Adult and Community Education Advisory Committee*, Member. 2004 – 2005.

## **Related Professional Experience**

Media Consultant

- Associated Press. Nov. 2010. Worked “Decision Desk.”
- Edison Media Research/Mitofsky International. Nov. 2004; Nov. 2006; Feb. 2008; Nov. 2008. Worked national exit polling organization's “Decision Desk.”
- ABC News. Nov. 2002. Worked “Decision Desk.”
- NBC News. Aug 1996. Analyzed polls during the Republican National Convention.

Redistricting/Elections Consultant.

- Consultant. 2011. United States Federal Voting Assistance Program.
- Consultant. 2011. Virginia Governor’s Independent Bipartisan Advisory Redistricting Commission.
- Consultant. 2011. New Jersey State Legislative Redistricting Commission.

- Expert Witness. 2010. *Healey v. State, et al.*, (USDC-RI C.A. No. 10-316--S).
- Research Triangle Institute. 2008-2009. Consultant for Election Assistance Commission, 2008 Election Day Survey.
- U.S. State Department. 2008. Briefed visiting foreign nationals on U.S. elections.
- Expert Witness. 2008. *League of Women Voters of Florida v. Browning* (08-21243-CV-ALTONAGA/BROWN)
- Pew Center for the States. 2007. Consultant for Trends to Watch project.
- Expert witness. 2007. *Washington Association of Churches v Reed* (CV06-0726).
- Electoral Assistance Commission. 2005. Analyzed election administration surveys.
- Arizona Independent Redistricting Commission. 2001-2003. Consultant.
- Expert witness. 2003. *Minority Coalition for Fair Redistricting, et al. v. Arizona Independent Redistricting Commission* CV2002-004380 (2003).
- Expert witness. 2003. *Rodriguez v. Pataki* 308 F. Supp. 2d 346 (S.D.N.Y 2004).
- Consulting expert. 2002. *O'Lear v. Miller* No. 222 F. Supp. 2d 850 (E.D. Mich.).
- Expert witness. 2001-2002. *In Re 2001 Redistricting Cases* (Case No. S-10504).
- Consulting Expert. 2001. *United States v. Upper San Gabriel Valley Municipal Water District* (C.D. Cal. 2000).
- California State Assembly. 1991. Consultant.
- Pactech Data and Research. Research Associate. Aug 1989 - June 1991.

## Redistricting Project Descriptions

### Redistricting Consultant.

I have been a redistricting consultant to support a redistricting effort or litigation in Alaska, Arizona, California, Michigan, New Jersey, New York, and Virginia.

- Alaska: Performed partisan fairness analysis for *In Re 2001 Redistricting Cases*.
- Arizona: Consultant to Arizona Independent Redistricting Commission. See Reference Projects Section for more information.
- California (see below).
- Michigan. Evaluated partisan fairness analysis for *O'Lear v. Miller*.
- New York: Conducted racial bloc voting analyses and testified in *Rodriguez v. Pataki*.
- New Jersey: Wrote partisan fairness memo for Democratic members of the New Jersey State Legislative Apportionment Board. Tie-breaking member of commission appointed by Chief Justice of the New Jersey Supreme Court largely followed memo recommendations.
- Virginia: Advisor to Gov. McDonnell's Independent Bipartisan Advisory Redistricting Commission. See Reference Projects Section for more information.

### The 1965 Voting Rights Act.

- I authored Michael P. McDonald. 2006. "Who's Covered? Section 4 Coverage Formula and Bailout" in *The Future of the Voting Rights Act*, David Epstein, Richard H. Pildes, Rodolfo O. de la Garza, and Sharyn O'Halloran, eds. New York, NY: Russell Sage

Publications. Advised U.S. Senator Specter on drafting of an amendment to the 2006 reauthorization of the Voting Rights Act based on ideas expressed in this book chapter.

- Performed racial bloc voting analyses in Arizona, California, and New York.

### **Invited Redistricting Presentations.**

I have been invited to give presentations on redistricting to numerous organizations. Among them is the National Conference of State Legislatures (NCSL), where I was an invited speaker for all five of their redistricting training sessions leading up to the current redistricting round. These training sessions were well-attended by elected officials and staff of both political parties. I was part of a team that organized redistricting simulation sessions designed to teach redistricting legal complexities. In addition to NCSL, I was an invited speaker on redistricting or related election issues to the Council of State Governments, National Association of Secretaries of State, National League of Women Voters, and the National Common Cause meetings and I have given testimony to legislative redistricting committees in Illinois, Nevada, Oregon, Pennsylvania and Virginia.

### **The Geography of California as related to redistricting and population diversity.**

1. In 2000, I evaluated a redistricting plan for Defendants in United States v. Upper San Gabriel Valley Municipal Water District.
2. I consulted for the Democratic-controlled California State Assembly during the 1991 redistricting. I provided computer support, drew maps, produced reports, and made presentations to state legislators.
3. From 1989-1991, I worked for Pactech and Data Research, which is the consulting firm responsible for maintaining California's elections and reapportionment database. While working for Pactech Data and Research in 1989, I conducted racial bloc voting analysis for the Department of Justice in *Garza v LA Board of Supervisors*.

### **Census data and demography as related to redistricting and the application of GIS-related databases to the problems of redistricting.**

I am co-principle investigator and developer of the Public Mapping Project, open-source software that enables the public to draw and evaluate redistricting plans through their web browsers. A basic function of the software is to evaluate the results accrued by the movement of census geography units into and out of proposed districts. The software includes specific reporting tools to evaluate redistricting maps to determine whether proposed districts reflect compliance with the criteria delineated by the group or individuals requesting the maps, and by applicable state and federal requirements. See [www.publicmapping.org](http://www.publicmapping.org) for more information.

A basic function of the Public Mapping Software is to manipulate and calculate demographic statistics associated with census geography. I have created several redistricting databases for use with the software that have been used to support mapping efforts.

### **Familiarity with California Constitution, Article 21, Section 2.**

I have written about California's new constitutional requirements in Michael P. McDonald. 2011. "The 2010 Election: Signs and Portents for Redistricting." *PS: Political Science and Politics* 44(2): 311-15.