



## REQUEST FOR PROPOSALS

**RFP No. 21-01**

### **Notice to Prospective Proposers for Line Drawing and Technical Services for Redistricting**

**June 15, 2020**

You are invited to review and respond to this Request for Proposals (RFP), Line Drawing and Technical Services for Redistricting, RFP No. 21-01.

The California State Auditor (State Auditor) solicits qualified line drawing and technical services on behalf of the 2020 Citizens Redistricting Commission (Commission) to develop district lines in conformity with strict, nonpartisan rules designed to create districts of relatively equal population that will provide fair representation for all Californians. The State Auditor's role is limited to conducting this solicitation. The evaluation of submissions and any award for services will be performed by the Commission after it is fully formed. The 2020 Commission must be fully formed no later than August 15, 2020.

Prospective contractors (Contractors and/or Proposers) interested in responding to this RFP are encouraged to notify the State Auditor's office indicating their interest. This will ensure that your firm/team receives updated information that may be released subsequent to the State Auditor's formal issuance of the RFP. Provide the firm's name, address, and contact information by email, postcard, or letter to the address or email shown below.

This RFP provides a clear description of the services to be provided, a description of the format that proposals shall follow and the required elements, the standards to be used in evaluating proposals, the date on which proposals are due, and the timetable that will be followed in reviewing and evaluating the proposals. In the opinion of the State Auditor, this RFP is complete and without need of explanation. However, if you have questions, or need any clarifying information, the contact person for this RFP is:

Ms. Donnell Duclo, Business Services Analyst  
California State Auditor  
621 Capitol Mall, Suite 1200, Sacramento, CA 95814  
916-445-0255  
E-mail: [Proposals@auditor.ca.gov](mailto:Proposals@auditor.ca.gov)

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

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**REQUEST FOR PROPOSALS**

**RFP No. 21-01**

**LINE DRAWING AND TECHNICAL SERVICES  
FOR REDISTRICTING**

# Table of Contents

I. PURPOSE AND DESCRIPTION OF SERVICES .....	1
A. Background.....	1
B. Statement of Work .....	2
C. Contractor Responsibilities and Deliverables.....	4
D. Commission Responsibilities .....	6
II. QUALIFICATIONS AND EXPERIENCE .....	7
A. Project References .....	7
B. Project Size, Scope, and Complexity .....	7
C. Personnel.....	9
III. PROPOSAL REQUIREMENTS AND INFORMATION .....	10
A. Key Action Dates .....	10
B. Questions and Answers .....	11
C. Proposer Presentation .....	11
D. Confidentiality .....	11
E. Conflict and Impartiality Statement .....	12
F. Cost Detail Format and Requirements.....	12
G. Submission of Proposals .....	16
H. Rejection of Proposals .....	18
I. Notice of Payment Terms .....	19
J. Evaluation .....	19
K. Award and Protest .....	20
L. Disposition of Proposals .....	21
M. Agreement Execution and Performance .....	21
IV. PREFERENCE PROGRAM.....	22
A. Small Business Preference Program .....	22
V. REQUIRED ATTACHMENTS .....	23
Attachment A - Required Attachment Checklist .....	24
Attachment B - Bidder Certification Sheet.....	25
Attachment C - Bidder Declaration.....	27
Attachment D - Conflict and Impartiality Statement.....	29
Attachment E - Cost Proposal Worksheet.....	32
Attachment F - Darfur Contracting Act Certification .....	34

Attachment G - Confidentiality/Nondisclosure Statement .....	36
Attachment H - California Civil Rights Laws Certification.....	38
Attachment I - Contractor Certification Clauses .....	39
Attachment J - Payee Data Record.....	43
VI. SAMPLE - STANDARD AGREEMENT .....	44
Exhibit A - Scope of Work and Description of Services.....	45
Exhibit B - Budget Detail and Payment Provisions.....	46
Exhibit C - General Terms and Conditions.....	48
Exhibit D – Special Terms and Conditions.....	53
Exhibit E – Contractor Responsibilities .....	56
Exhibit F – Contractor Résumés .....	57

## **I. PURPOSE AND DESCRIPTION OF SERVICES**

In this Request for Proposals (RFP), the California State Auditor (State Auditor) solicits qualified firms to provide line drawing, and technical services on behalf of the 2020 Citizens Redistricting Commission (Commission). The services will be used by the Commission to develop district lines in conformity with strict, nonpartisan rules designed to create districts of relatively equal population that will provide fair representation for all Californians.

1. The State Auditor's role in this process is limited to conducting this solicitation in accordance with applicable law.
2. The State Auditor will collect and maintain all proposals until the Proposals Due date, unless otherwise indicated.
3. The State Auditor will release the unopened Proposals to the 2020 Commission once it is fully formed, no later than August 15, 2020.
4. The evaluation of Proposals and any award for services will be performed by the 2020 Commission.

### **A. Background**

In a process known as redistricting, the State adjusts the boundary lines of districts once every 10 years following the federal census for the California Senate, Assembly, Board of Equalization districts, and Congressional districts for the U.S. House of Representatives.

1. The Voters FIRST Act, approved by voters November 2008, shifted the responsibility for redrawing the political boundaries for California Senate, Assembly and Board of Equalization districts from the State Legislature to the Commission. The Voters FIRST Act for Congress, approved by voters November 2010, added the responsibility of drawing Congressional districts to the Commission. The California State Legislature passed Assembly Bill (AB) 420 (2011) and AB 1986 (2012) further requiring the inclusion of state adult correctional inmate information into the population data used in the line drawing.
2. The Commission must hold public meetings and accept public comment prior to, and following, the drawing of maps for California's Congressional, State Senatorial, State Assembly, and Board of Equalization districts. Upon completion of the public meeting process, the Commission must vote on the new district maps to be used for the next decade.
3. The Commission must issue, with each of the four (4) final maps, a report that explains the basis upon which the Commission made its decisions in achieving compliance with the criteria listed in State law, and includes definitions of terms and standards used in drawing each final map. Completed district maps and the

accompanying reports must be submitted to the California Secretary of State's Office no later than August 15, 2021<sup>1</sup>.

## **B. Statement of Work**

Proposers must provide information that enables the Commission to substantiate that the Proposer has the minimum skills, experience and resources, to successfully accomplish the services required by this RFP. The prospective Contractor will provide technical services, census and geographic database for redistricting, and meeting services to the Commission and the Commission's attorneys and other contractors as directed by the Commission.

### **1. Technical Skills**

The Contractor will use computerized geographical information systems (GIS) software and a redistricting database containing population data and digitized maps to assist the Commission in the following:

- a. Evaluate the movement of census geography units into and out of proposed election districts.
- b. Produce the maps that reflect proposed districts and the final districts, as determined and directed by the Commission.
- c. Provide all necessary computerized equipment required to house and utilize the redistricting database.
- d. Assemble the redistricting database as specified in Paragraph B. 2 Redistricting Database.
- e. Document the Commission's instructions throughout the development of the maps sufficiently to allow the Commission to track changes and draw comparisons between any iteration developed by the Commission during the process of line drawing.
- f. Integrate public testimony as related to any corresponding draft and final maps, including communicating to the Commission how these integrations are reflected in the draft and final maps, and into the final report as required in Paragraph C. 8, Final Map Report.
- g. Respond to Commission requests to provide services to the Commission's legal counsel, contractors or staff, as directed, including technical services and drawing alternate maps.
- h. Produce, digitally store, project maps and the line drawing on-screen or transmitting a clear image (for audience viewing), and later print all maps, as required by the Commission.

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<sup>1</sup> Because U.S. census data delivery to states will likely be delayed due to COVID-19, the Commission's deadlines for submitting the proposed and final maps may be extended to December 15, 2021. See California Supreme Court Case Number 522530.

- i. Other work as necessary to accomplish the work and comply with legal requirements.
2. Geographic Database for Redistricting
- a. Redistricting Database: The Contractor must use certified population data from the 2020 US Census for the State of California, including the population subgroups of California as enumerated by the 2020 US Census data. The 2020 Census Data used shall be that of the California Statewide Database located at the University of California, Berkeley, School of Law.
  - b. The population data will consist of the certified 2020 US Census data for the State of California, including the population subgroups of California as enumerated by the 2020 US Census data. The population data will also include state adult correctional inmate information as required and specified by AB 420 (2011) and AB 1986 (2012). In addition, the Commission may also use adjusted 2020 census data for analysis.
  - c. The geographic data will include digitized maps showing the boundaries of the census geographic units for which the population statistics are available (i.e., census block through county level), as well as the physical geography and relevant built environment (city boundaries, streets and highways, etc.) throughout California. Voting and elections data associated with the district(s) will be included in the database so it is available, if required by the Commission, to demonstrate compliance with the Federal Voting Rights Act of 1965.
  - d. The Commission, at its sole option, may either: (1) provide for a separate contractor to provide the precinct level voting data and elections data associated with the district(s) to assist in performing any required studies (racially polarized voting analysis, for example), or (2) request the Contractor to perform the analysis.
3. Public Meetings: The Contractor will provide public meeting services as follows:
- a. Public input meetings (hearings for both pre and post maps visualizations).
  - b. Commission meetings.
  - c. Provide all equipment necessary to draw the maps reflecting the stated concerns and interests of the public participants.
  - d. Provide the coding for each corresponding map, either submitted by the public or developed during the meeting, to describe the stated concerns and interests of the public participants.
  - e. Provide the coding for all public testimony related to any draft map developed during the meeting so it can be later aggregated and collated to the specific district(s) in question.



- f. Produce, digitally store, project maps and the line drawing on-screen or transmitting a clear image (for audience viewing), and later print all maps, as required by the Commission.

### **C. Contractor Responsibilities and Deliverables**

Proposers must provide information that enables the Commission to substantiate that the Proposer has the minimum skills, experience, and resources as outlined below, to successfully accomplish the services required by this RFP. These responses must be included in the Proposal.

1. Software Capability

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

2. Information Security

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

- a. Secure data transmission
- b. Data monitoring and verification
- c. Data storage and back-up
- d. Confidentiality practices regarding staff and data handling

3. Technical Services

- a. Prior to Approval of Final Maps

At the sole discretion of the Commission, the Contractor may be required to provide technical services to Commissioners and/or the Commission's legal counsel, other contractors or staff outside of scheduled Commission meetings, as related to the maps meeting California constitutional requirements (Article XXI, Section 2(d)). Contractor's technical services shall include, but are not limited to, technical education and/or consultation, providing census and district information, and/or production of alternate maps or visualizations as required by the Commission or Commission's legal counsel.

- b. Post Map Approval

At the sole discretion of the Commission, the Contractor may be required to provide technical services to the Commissioners and/or the Commission's legal counsel, other contractors or staff outside of scheduled Commission meetings, in the event of any legal action arising from and/or relating to the

redistricting maps developed with Contractor's assistance. Contractor's technical support shall include, but is not limited to, consultation, technical services, and/or testimony for any litigation resulting from this agreement in state and federal court.

4. Professionalism and Collaboration

Contractor and contractor's staff and subcontractors (if any) must comport themselves at all times in a professional manner when interacting with the Commission, their staff, the public, all members of the Commission, Commission staff including the Commission's internal counsel and the Commission's external counsel, and other contractors.

5. Staff Support

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

6. Work Plans

The Contractor must develop work plans with specific deliverables and timelines as directed by the Commission. These work plans will be required throughout the term of the contract and will be developed in collaboration between the Contractor and the Commission. The deliverables are required to be provided as mutually agreed upon in writing by the Contractor and the Commission.

7. Progress Reports

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

8. Final Map Report

Contractor must issue a report for each of the four (4) final maps that explains the basis for the decisions for achieving compliance with the criteria required by the voter initiatives (Proposition 11, passed in 2008 and Proposition 20 passed in 2010), and by applicable state and federal laws and requirements.

9. Timely Invoices for Services

The Contractor's staff shall include a designated accounting person, preferably with knowledge of the State's accounting and billing process and the ability to work within its requirements. Accounting staff shall be available during regular business hours to discuss the progress of invoices, assist in resolving invoice issues, and to provide documentation regarding billable services and related travel costs in a timely manner. Refer to Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.

#### 10. Remote Meeting Participation

The commission may elect to conduct/hold virtual (or remote) public meetings for any reason.

- a. The Contractor must be able to actively participate and provide all meeting services remotely. This includes public input meetings (hearings for both pre- and post-map visualizations) and Commission meetings. The requirements include the ability to reliably hear and document the Commission's instructions and public testimony, and the ability to transmit the line drawing occurring at the Contractor's worksite with sufficient clarity to allow the Commission and public to view the effects of changes on their "home" screens, in real time. Section III, Paragraph F, Table 3.
- b. Should the Commission desire, there may be occasions when simultaneous meetings will occur at different locations around the State. The Contractor must have the capacity to accommodate simultaneous meetings.
- c. Due to the COVID-19 public health pandemic and applicable California Governor Order(s) and correlated governmental responses, the Contractor must be prepared to remotely participate in and to provide all meeting services outlined in this RFP should any meetings require remote attendance.
- d. If applicable, Contractor shall ensure this work and coordination shall comply with all relevant laws, including public meeting requirements, the regulations of the Americans with Disability Act (ADA) and the Web Content Accessibility Guidelines 2.0 requirements.

#### 11. Proposer's Statements of Responsibilities

Proposer's responses to all items under Section I. B and I. C shall be attached to the Standard Agreement for public record and are made a part of the Standard Agreement (**Exhibit E Contractor Responsibilities**).

#### **D. Commission Responsibilities**

1. Commission Oversight. At the direction of the Commission's Executive Director, a Project Manager will be assigned to this project and, along with other key Commission personnel, will work with the Contractor as active participants to provide project continuity at the operating level.
2. In-Process Review. The Commission may, at its sole discretion, assign an individual, individuals, or entity to provide an independent evaluation of any map and/or report being submitted by the Contractor to the Commission for its consideration and approval. The individual, individuals, or entity will be considered a separate consultant to the Commission and the Contractor must provide unfettered access to any completed map and/or report and their respective supporting documentation during any phase of the redistricting process. This includes any and all data at any level being used by Contractor to construct a district boundary.

## II. QUALIFICATIONS AND EXPERIENCE

Proposers must provide information that enables the Commission to substantiate that the Proposer has the minimum skills, experience and resources to successfully accomplish the services required by this RFP.

The Contractor will use computerized geographical information systems (GIS) software and a redistricting database containing population data and digitized maps to assist the Commission.

### A. Project References

1. Provide the name, location, and start and end dates for two (2) “reference” redistricting projects with districts and/or agencies that the Proposer has successfully performed services for within the past fifteen (15) years.
2. For each reference project, provide a contact name, address, and phone number for a principal member of the reference project. The contact person must be an individual in a senior capacity who was directly involved in drawing the lines and must be available by phone for two business days after the Proposal opening.

### B. Project Size, Scope, and Complexity

1. The references must be for projects that are of a similar size, scope, and complexity as those found in California’s most populous cities<sup>2</sup>.
2. Table 1 will be used as the reference cities in evaluating the comparability of the population and Table 2 describes the racial/ethnic diversity of the cities<sup>3</sup>.

Table 1. City Population

City	2020 Population
Los Angeles	4,010,684
San Diego	1,430,489
San Francisco	897,806
Sacramento	510,931
Bakersfield	392,756

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<sup>2</sup> Based on the January 2020 California population estimates from the [California Department of Finance](#)

<sup>3</sup> Based on 2010-2019 ACS data from the [U.S. Census Bureau](#).

Table 2. Racial and Ethnic Diversity

City	Hispanic or Latino	Not Hispanic or Latino	Not Hispanic or Latino: White	Not Hispanic or Latino: Black	Not Hispanic or Latino: Asian
Los Angeles	48.6%	51.4%	28.5%	8.9%	11.6%
San Diego	30.1%	69.9%	42.9%	6.5%	16.7%
San Francisco	15.2%	84.8%	40.6%	5.2%	34.2%
Sacramento	28.7%	71.3%	32.5%	13.4%	18.9%
Bakersfield	49.5%	50.5%	33.5%	7.4%	7.3%

3. To be deemed comparable, the Proposer's redistricting projects must consist of the following for each of the project references (based on the time the redistricting services were provided):
  - a. Population within 15% of any of the cities in Table 1. Example: values between 4,612,287 and 333,843 will be deemed comparable to a table value, above, of 4,010,684 and 392,756.
  - b. Racial and ethnic diversity of the population  $\pm$  5% of the values for the racial/ethnic groups who make-up any of the cities in Table 2. Example: values of 35.1% - 25.1% will be deemed comparable to a table value, above, of 30.1%.

Example:

A redistricting project completed for Stanislaus County in 2011 would be deemed comparable as the population and racial and ethnic diversity values from 2011 are within the 15% range of population values and  $\pm$  5% of the race/ethnicity values found in the above reference tables.

Stanislaus County population in 2011: 517,560

Table 3: Percent Racial and Ethnic Diversity in 2011

County	Hispanic or Latino	Not Hispanic or Latino	Not Hispanic or Latino: White	Not Hispanic or Latino: Black	Not Hispanic or Latino: Asian
Stanislaus	47%	53%	41.1%	3.5%	6.1%

4. The Proposer must provide a description of how the above two factors were addressed when boundary lines were being drawn and the Contractor's contribution to resolving any issues resulting from the prospective boundary lines, including whether Voting Rights Act Section 2 or 5 criteria impacted the line

drawing and if so, the involvement of the Proposer in determining where the line should be drawn.

## **C. Personnel**

### **1. Résumés**

A completed résumé is required for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor. The résumés shall be attached to the contract for public record and made a part of the contract as Exhibit F. The Commission, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.

### **2. Relevance of Contribution**

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

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

### **3. Knowledge and Expertise in Redistricting**

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

- a. The Federal Voting Rights Act of 1965.
- b. California Constitution, Article XXI, Section 2.
- c. The geography of California as related to redistricting.
- d. The population diversity of California as related to redistricting.
- e. Census data as related to redistricting.
- f. The application of GIS-related databases to the problems of redistricting.
- g. Applicable provisions of the California Elections Code.

### **4. Assigned Role of Personnel**

Include a list of all personnel and their assigned role and responsibility as related to participating in this engagement.

### III. PROPOSAL REQUIREMENTS AND INFORMATION

Proposers should include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content. Failure to comply may result in rejection.

#### A. Key Action Dates

The State Auditor and the Commission will use its best efforts to adhere to the Key Action Dates in Table 1, through the Proposals Due Date. However, the State Auditor reserves the right to amend its schedule, as necessary. Changes to the RFP, through the Proposals Due date, will be accomplished by addendum.

**Table 1. Key Action Dates**

State Auditor Action	Time (PST)	Date
1. Release of RFP		June 15, 2020
2. Questions Due	4:00 PM	July 27, 2020
3. Questions and Answers Posted	4:00 PM	August 4, 2020
<b>4. Proposals Due</b>	<b>4:00 PM</b>	<b>August 17, 2020</b>
All dates after the Proposals Due date are approximate. The exact dates, time, and actions will be accomplished by the Commission through a public notice.		
2020 Commission Action	Time (PST)	Date
1. Open Proposals and Post to the Commission's Website		August or September 2020
2. Public Comment Period		August or September 2020
3. Contact Project References		August or September 2020
4. Commission May Request Proposer Presentations (optional)		August or September 2020
5. Evaluation Period		August or September 2020
6. Notice of Intent to Award		August or September 2020
7. Contract Award and Execution		August or September 2020

## **B. Questions and Answers**

Prospective Contractors requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions in writing by the due date and time found in Table 1 Key Action Dates. The State Auditor will endeavor to answer all questions but some may require the Commission input. All submitted questions and their respective answers will be posted to the State Auditor's website.

Proposers must clearly mark all questions with "Questions Relating to RFP No. 21-01." Written questions must be submitted as follows:

e-mail: [Proposals@auditor.ca.gov](mailto:Proposals@auditor.ca.gov)  
fax: (916) 327-0019  
mail: California State Auditor  
621 Capitol Mall, Suite 1200  
Sacramento, CA 95814  
Attention: Ms. Donnell Duclo  
Questions Relating to RFP No. 21-01

## **C. Proposer Presentation**

The Commission may require Proposers to submit additional information and/or make a public presentation to the Commission. The date and place of the presentations will be communicated to the respective Proposers and made available to the public. Failure to submit the required information or to appear for a presentation as specified by the Commission, if any, will be grounds for rejection.

## **D. Confidentiality**

1. The Proposals and process are **not** confidential as State law requires that the Commission's work remain open to the public, including compliance with the Bagley-Keene Open Meeting Act and the California Public Records Act. It is anticipated that all Proposals received will be posted to the Commission's website and will be reviewed and discussed in open session during a public Commission meeting. The Commission, at its discretion, may live stream the meeting and/or make transcripts of the meeting available to the public.
2. The Commission appreciates a proposers' desire to treat certain documents as confidential. If the Commission receives a request to disclose data claimed by the proposer to be confidential, the Commission will notify the proposer of the request and state that the documents were under review to determine whether information was correctly identified as confidential. If there was any question whether specific information was confidential, the Commission will contact the person(s) identified in the RFP to provide a justification and statement why the information is confidential.



3. Any proposal that contains confidential information shall be prominently marked "CONFIDENTIAL" and shall identify the reasonable legal basis for confidentiality. The State will deem those portions of the proposal not marked "CONFIDENTIAL" releasable under the California Public Records Act.

#### **E. Conflict and Impartiality Statement**

1. The Conflict and Impartiality Statement is required to be completed by the Contractor and each participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, including subcontractors. The Proposer/Contractor must disclose and shall have a continuing duty to disclose any financial, business, or other relationship of the contractor, subcontractor, or individual employees that may have an impact on the work to be performed throughout the term of the contract. (**Attachment D**).
2. The Proposer must certify that within the 10 years immediately preceding submission of the proposal, the Contractor, all proposed personnel, and their immediate family did not engage in any activities identified in Government Code, section 8252(a) (**Attachment D**).
3. The Commission shall have the right to disqualify or terminate Contractor with or without cause.

#### **F. Cost Detail Format and Requirements**

The proposal shall include a detailed quotation of costs for all services that could be charged to the Commission. Note that the sealed Cost Proposal is submitted in a separate envelope from the narrative proposals (see ATTACHMENT E - COST PROPOSAL WORKSHEET). There is no set budget for this engagement.

The prospective Contractor will provide services as required by the Commission as follows:

1. Public input meetings (hearings for both pre and post map visualizations).
2. Commission meetings.
3. Technical Services (to the Commission and the Commission's attorneys and other contractors as directed by the Commission).

For each of the listed services, the Contractor will be responsible for the following:

1. Provide all equipment necessary to draw the maps reflecting the stated concerns and interests of the public participants.
2. Provide the coding for each corresponding map, either submitted by the public or developed during the meeting, to describe the stated concerns and interests of the public participants.
3. Provide the coding for all public testimony related to any draft map developed during the meeting so it can be later aggregated and collated to the specific district(s) in question.

4. Producing, digitally storing, projecting maps and the line drawing on-screen or transmitting a clear image (for audience viewing), and later printing all maps, as required by the Commission.

Proposers are required to submit a Final Cost based on the total cost of public input meetings, the Commission meetings and technical services. Each of the three services are calculated by the Fixed Cost and the Optional Cost. The Fixed Cost is the sum of all costs associated with the provision of services as required by this RFP, and may include, but not be limited to, items such as clerical support staff, materials and supplies or reproduction. See **Attachment E Cost Proposal Worksheet** for further details. The Optional Cost is the sum of all costs associated within each of the three service sections described below, and account for optional scenarios the Commission may encounter.

The anticipated timeframe for the Commissions' public input meetings and Commission meetings in execution of these costs is in Table 2.

**Table 2. Anticipated Timeframes for Meetings <sup>4</sup>**

Event	Anticipated Time Frame	Key Activity
Public Input Meetings (hearings pre maps)	Winter/Spring 2020-2021	Gathering public input throughout California; minimum 12 meetings
Commission Meetings	Spring 2021	Meetings for drawing preliminary maps; minimum 20 meetings
Release of Initial Maps	Spring to early Summer 2021	Release of preliminary maps
Public Input Meetings (hearings post maps)	Summer 2021	Gathering public input about preliminary maps; minimum 12 meetings
Finalize maps and reports	Mid-July to early August 2021	Prepare final maps submission by August 15, 2021

**1. Public Input Meetings [hearings pre and post maps]**

- a. The Contractor and/or Contractor's staff must attend public input meetings (hearings for both pre and post map visualizations). There will be a minimum of 30 public input meetings (pre and post map combined). See Table 3, Meeting Destinations.

<sup>4</sup> All dates subject to changes based on Census Data availability.

**Table 3. Meeting Destinations**

Area	Reference City	Combined Pre and Post Map Meetings
Region 1 - San Diego Area	San Diego	4
Region 2 - Inland Empire	San Bernardino	4
Region 3 - LA County	Central Los Angeles	6
Region 4 - Central Coast	Santa Barbara	4
Region 5 - Central Valley	Fresno	4
Region 6 - Bay Area	San Francisco	4
Region 7 - Northern CA	Redding	4
<b>Total:</b>		<b>30</b>

- (i) Should the Commission desire, there may be occasions (included in the 30) when simultaneous meetings will be occurring at different locations around the State. Contractor must have the capacity to accommodate simultaneous meetings. Similarly, there may be occasions when meetings may require remote attendance and participation by the Contractor. Contractor must be able to actively participate and provide all services remotely, as described in this RFP.
- (ii) Contractor shall work in conjunction with and at the direction of the Commission during the public input meetings. Commission staff and Contractor will jointly facilitate interaction with the public.

**b. Travel Expenses**

- (i) Contractor's travel expenses for the estimated 30 public input meetings should be based on travel from the Contractor's primary work place in California (out-of-state travel is not reimbursable) to each of the cities identified in the Table 3 above, once for each of the fifteen (15) public input meetings pre map and once for each of the fifteen (15) public input meetings post map. For example, two trips to Region 1 - San Diego during the public input meetings (pre map) and two more trips to Region 1 - San Diego during the public input meetings (post map).
- (ii) Travel reimbursement, including hotel accommodations and per diem costs, shall be made in accordance with the California State Travel Reimbursements as published by the [California Department of Human Resources](#), in effect for excluded/exempt employees.

- c. **Fixed Cost [includes travel]:** The Contractor is required to provide a total cost for the 30 meetings as a Fixed Cost that includes all associated travel expenses, and may include other various items listed in **Attachment E Cost Proposal Worksheet** for the cost of the meetings.
- d. **Optional Cost:** The Contractor is required to provide a per-meeting cost for services (excluding travel) for ten (10) optional public input meetings (pre and post map). These optional meetings will be scheduled at the discretion of the Commission.

## 2. Commission Meetings

- a. **Fixed Cost [includes travel]:** The Contractor must attend and participate in a minimum of forty (40) days of meetings (including Commission business meetings and deliberations). The Contractor is required to provide the total cost for the 40 meetings as a Fixed Cost that includes all associated travel expenses, and may include other various items listed in **Attachment E Cost Proposal Worksheet** for the cost of the meetings. Contractor must provide travel costs based on travel from Contractor's primary work place in California (out-of-state travel is not reimbursable) to Sacramento. The Contractor will be responsible for the following:
  - (i) Present a summary of testimony from groups of citizens self-identifying as a "community of interest" as related to any maps provided by the group(s) or as used in the development of any related maps.
  - (ii) Present relevant criteria to be used in evaluating the maps under discussion.
  - (iii) Produce, digitally store, project on screen (for audience viewing), and print all maps as desired by the Commission.
- b. **Optional Cost [includes travel]:** The Contractor is required to provide a cost per meeting day for ten (10) optional Commission meetings that includes all associated travel expenses. Contractor must provide travel costs based on travel from Contractor's primary work place in California (out-of-state travel is not reimbursable) to Sacramento. These optional meetings will be scheduled at the discretion of the Commission. This cost will be included in the evaluation for award.

## 3. Technical Services

- a. **Fixed Cost:** The Contractor is required to provide the total cost for 40 hours of technical services to Commissioners and/or the Commission's legal counsel as described in Section I, C, 3a, and 3b. Technical services may include, but is not limited to:
  - Technical education or consultation
  - Providing census and district information
  - Production of alternate maps or visualizations

- b. **Optional Cost:** The Contractor is required to provide a total cost per hour for providing technical services to Commissioners and/or the Commission's legal counsel as described in Section I, C, 3a, and 3b. The Optional Costs should specify the individual hourly rates for the Contractor and Contractor's staff required to provide this assistance. The cost for an optional 40 hours of technical services will be included in the evaluation for award.

#### 4. Final Cost

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

- a. **Cost Proposal WorkSheet:**

The Proposer must complete the Cost Proposal WorkSheet in **Attachment E** and return it as a **separate, sealed, and clearly identified** document, in a separate envelope from the narrative Proposal.

- b. **Total Fixed Cost**

The Total Fixed Cost is the sum of all costs associated with the provision of services as required by this RFP. See **Attachment E Cost Proposal Worksheet** for various items the proposer may include as part of the total Fixed Cost for each service section.

- c. **Total Optional Cost**

For the purpose of evaluation and award, the Commission will include the Contractor's costs for ten (10) optional public input meetings (pre and post map) and the Contractor's costs for ten (10) optional Commission meetings that include travel and per diem.

The Optional Costs shall be computed as follows:

- (i) (Per Meeting Day Cost for optional public input meetings (pre and post map) + travel and per diem) x 10 = Total Cost.
- (ii) (Per Meeting Day Cost for optional Commission Meetings + travel and per diem) x 10 = Total Cost.
- (iii) Total hourly costs for optional technical services X 40 = Total Cost.
- (iv) The sum of Total Costs = Total Optional Cost.

#### G. Submission of Proposals

1. Proposals submitted under this solicitation constitute an express acceptance of all provisions of this RFP, including all attachments and exhibits. However, the Commission, in its sole discretion, may negotiate with the contractor on specific provisions of the final Standard Agreement.
2. Proposers should provide straightforward and concise descriptions of their ability to satisfy the requirements of this RFP. Proposal must be complete and accurate.

3. Costs incurred for developing proposals, in anticipation of award of the agreement are entirely the responsibility of the Proposer, and shall not be charged to the State.
4. The following summarizes the content and organization of the Proposal. In addition to the information described below, the Commission may require confirmation or clarification of information furnished by a Proposer. Omissions, inaccuracies, or misstatements may be sufficient cause for rejection of a Proposal.
  - a. **Narrative Proposal**
    - one (1) original narrative **Proposal** and twenty (20) copies (hard copy)
    - one (1) electronic copy of the narrative **Proposal** (only) in PDF format on an encrypted flash drive
  - b. **Cost Proposal** must be submitted separately in a sealed envelope as follows:
    - one (1) original Cost Proposal and one (1) electronic copy of the **Cost Proposal** (only) in PDF format on a separate encrypted flash drive
    - The hard copies and flash drives must be clearly labeled as either "**Narrative Proposal**" or "**Cost Proposal**."
5. The original and twenty copies of the proposal shall be printed using Arial or Times New Roman 12 point font, be double-sided to conserve paper, and should be prepared in the least expensive method.
6. Time is of the essence. Proposals must be received not later than **4 p.m. on August 17, 2020**. Late proposals will not be accepted or reviewed.
7. Proposals shall be sent in a sealed envelope, clearly marked "**Response to RFP No. 21-01,**" and addressed to the attention of Ms. Donnell Duclo as follows:

California State Auditor  
621 Capitol Mall, Suite 1200  
Sacramento, CA 95814  
**DO NOT OPEN**
8. The State Auditor or Commission reserves the right to cancel this RFP if it is in the state's best interest to do so.
9. At the Commission's option prior to award, Proposers may be required to submit additional written clarifying information or to make a presentation to the Commission. Failure to submit the required information or to appear for a presentation as specified by the Commission, will be grounds for Proposal rejection.

10. An individual who is authorized to bind the proposing firm contractually shall sign the Bidder Certification Sheet (Attachment B). The signature must indicate the title or position that the individual holds in the firm.
11. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. The Commission may elect to accept only the first submitted proposal.
12. If the proposal is made under a fictitious name or business title, the actual legal name of the Proposer must be provided.
13. No oral understanding or agreement shall be binding on either party.
14. All proposals shall include the documents identified in Section V Required Attachments (**Attachment A**).
15. Modification or Withdrawal of Proposals. Any proposal that the State Auditor receives before the deadline to submit proposals may be withdrawn or modified by written request of the prospective contractor. However, to be considered, the modified proposal must be received by the deadline.
16. Modification or Amendment of this Request for Proposals. This RFP may be modified at any time prior to the proposals due date.
17. Proposals must be complete in all respects and submitted by dates and times shown in Section III, Table 1, Key Action Dates.

#### **H. Rejection of Proposals**

Submitted proposals may be rejected for any of the following reasons:

1. Right to Reject Any or All Proposals. The State Auditor solicits proposals with a bona fide intention that, once formed, the Commission will award a contract. The Commission may, in its sole discretion, reject any and all proposals submitted in response to this RFP, without regard to the cost or quality of any proposal, or other considerations, upon determination that it is in the best interest of the State to do so.
2. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions and the Commission's Special Terms and Conditions are not negotiable.
3. The Commission, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.
4. Proposals not including the required attachments shall be deemed non-responsive and will be rejected.
5. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.

6. A proposal may be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.
7. Proposals that contain false or misleading statements or that provide references, that do not support an attribute or condition claimed by the Proposer, will be rejected.

## **I. Notice of Payment Terms**

The invoicing and payment terms are found in Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.

## **J. Evaluation**

### **1. Evaluation Criteria**

The Commission will evaluate proposals and an award, if made, will be to the responsive responsible proposer with the lowest cost.

The general process for evaluation shall be made in accordance with Public Contract Code requirements. The narrative proposals are reviewed and evaluated for compliance with format, content, and qualification requirements. The narrative proposals that are responsive to the RFP requirements will have their sealed cost proposals publicly opened and read.

Following the opening and reading of the cost proposals, the Commission will apply any applicable incentive and adjust the cost proposal. Reference Section IV Preference Program. The award is to the responsible proposer offering the lowest cost for its services. The specifics for this process are as follows:

- a. The Commission will post a public notice on its website. Proposers will also be notified by email of the date and time the Proposals will be opened and read.
- b. Commission staff will publicly open the Proposals and post them to their website.
- c. Evaluation
  - (i) The Commission's staff will open the Proposals as specified above, and will post the Proposals on the Commission website within one business day of opening.
  - (ii) Following the posting of the Proposals, the Commission's Evaluation Team will review and evaluate the proposals for compliance with format, content, and qualification requirements of this RFP (including project references). The results of the evaluation will be presented to the Commission in open session and posted on the Commission website.
  - (iii) Qualified proposals that are responsive to the RFP requirements will have the Cost Proposals publicly opened and read by the Commission. The



Costs Proposal will remain confidential until this time, but will be posted to the Commission's website once this discussion begins.

- (iv) Following the public opening and reading of Cost Proposals, the cost proposals will then be adjusted for applicable incentive as provided for in Section IV Preference Program. The Commission will then determine the lowest responsible proposal meeting the RFP criteria. The Commission will comply with the requirements of the Bagley-Keene Open Meeting Act and California Government Code Section 8253 regarding this RFP and the contract award.

d. Location of Public Proposal Opening and Posting

- (i) The public Proposal evaluation is expected to occur at a public meeting of the Commission at a location to be noticed and posted to the Commission's website in accordance with state law.
- (ii) Notice of the final location and room will also be communicated to the public and Proposers as noted above (Section III, Paragraph J, 1. a).

**K. Award and Protest**

1. Notice of the proposed award shall be posted in a public place at the Commission's offices and on its website at least five (5) working days prior to awarding the agreement.
2. If any Proposer prior to the award of the contract files a written protest with the Department of General Services (DGS) and the Commission on the grounds that the protesting Proposer is the lowest responsive responsible Proposer qualifying for award, the contract shall not be awarded until either the protest has been withdrawn or DGS has resolved the matter. The initial protest must be filed with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605.
3. Within five (5) days after filing the initial protest, the protesting bidder shall file a detailed written statement specifying the grounds for the protest with the Department of General Services (DGS) and the Commission. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA, 95605. A copy of the detailed written statement should be mailed to the Commission. It is suggested that any protest be submitted by certified or registered mail.
4. The State Auditor, acting in a purely administrative and support capacity on behalf of the Commission in and accordance with Government Code 8253, disclaims any and all liability for an act or omission in the review, scoring, and award of this RFP.

## **L. Disposition of Proposals**

All proposals submitted in response to this RFP shall become the property of the Commission, will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.), and will be subject to review by the public. Proposals may be returned only at the Proposer's expense.

## **M. Agreement Execution and Performance**

1. Service shall start no later than 5 days, or on the express date set by the Commission and the Contractor, whichever is sooner, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Commission, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
2. The term of this Agreement begins on the date as indicated on the Standard Agreement (STD. 213) through April 30, 2022. The Agreement may be amended as required to ensure all services will be rendered by the Contractor, including litigation support.
3. The Contractor shall not be authorized to deliver or commence performance of services as described in this RFP until written approval has been obtained from the Commission and related control entities. No delivery or performance of service may commence prior to the execution of the Agreement.

## **IV. PREFERENCE PROGRAM**

### **A. Small Business Preference Program**

1. The proposal should include a statement indicating whether or not the firm claims a small business preference and Proposers should certify its small business certification using the Bidder Declaration (Attachment C).
2. This RFP does not include a minimum Small Business participation preference. Proposers claiming the 5 percent preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California Certified Small Business (CCSB).
3. To claim the CCSB preference, which may not exceed 5 percent for any bid/Proposal, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the California Office of Small Business and DVBE Services by 4:00 p.m. on the bid due date and time listed in Section III, Table 1. Key Action Dates and be verified by such office.
4. If the Proposer receives the CCSB preference, the bid of a certified small business is reduced for evaluation purposes by 5 percent of the lowest cost offered by a noncertified small business. (Government Code section 14838.)

## **V. REQUIRED ATTACHMENTS**

Attachment A:	Required Attachment Checklist
Attachment B:	Bidder Certification Sheet
Attachment C:	Bidder Declaration
Attachment D:	Conflict and Impartiality Statement
Attachment E:	Cost Proposal Work Sheet
Attachment F:	Darfur Contracting Act Certification
Attachment G:	Confidentiality/Nondisclosure Statement
Attachment H:	California Civil Rights Laws Certification
Attachment I:	Contractor Certification Clauses
Attachment J:	Payee Data Record

## **VI. SAMPLE STANDARD AGREEMENT**

Exhibit A - Scope of Work and Description of Services
Exhibit B - Budget Detail and Payment Provisions
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Exhibit E – Contractor Responsibilities
Exhibit F – Contractor Résumés

## ATTACHMENT A - REQUIRED ATTACHMENT CHECKLIST

For a proposal to be responsive, all required attachments must be submitted to the State Auditor's office by the proposal due date. A complete proposal package will consist of the items identified in the table below. Place a check mark or "X" next to each item to confirm the items are in your proposal.

Check	Description	Attachment
_____	One (1) original Proposal with original signatures and Twenty (20) photocopies (hard copy)	
_____	One (1) electronic copy of the narrative Proposal (only) in PDF format on an encrypted flash drive	
_____	One (1) original Cost Proposal and one (1) electronic copy of the <b>Cost Proposal</b> (only) in PDF format on a separate encrypted flash drive	
_____	Required Attachment Checklist	Attachment A
_____	Bidder Certification Sheet	Attachment B
_____	Bidder Declaration	Attachment C
_____	Conflict and Impartiality Statement	Attachment D
_____	Cost Proposal Work Sheet	Attachment E
_____	Darfur Contracting Act Certification	Attachment F
_____	Confidentiality/Nondisclosure Statement	Attachment G
_____	California Civil Rights Laws Certification	Attachment H
_____	Contractor Certification Clauses	Attachment I
_____	Payee Data Record	Attachment J

## ATTACHMENT B - BIDDER CERTIFICATION SHEET

This Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with **original signatures**. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions. **An unsigned bidder certification sheet may be cause for rejection.**

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

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## INSTRUCTIONS FOR BIDDER CERTIFICATION SHEET

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

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

ATTACHMENT C - BIDDER DECLARATION

State of California—Department of General Services, Procurement Division  
GSPD-05-105 (REV 08/09)

Solicitation Number

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?

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



## 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 (NVSA)
  - 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, NVSA, 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, NVSA, 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, NVSA, 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 D - CONFLICT AND IMPARTIALITY STATEMENT

The Conflict and Impartiality Statement is required to be completed by the Contractor and each participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, including subcontractors. Complete, sign (original signature) and include with the Proposal. (For definitions to terms used in this part, Contractor should refer to California Code of Regulations, Title 2, sections 60800 – 60829). Government Code section 8252 and the regulations found at CCR Title 2, section 60800 – 60814 set forth certain conflict provisions, including individuals with a bona fide relationship to any of the above as defined in CCR Title 2, section 60806.

**Full disclosure is required. Disclosure of a potential conflict is not an automatic disqualification. Please explain any potential conflict in the space provided below and attach additional pages as necessary.**

1. Within the 10 years immediately preceding the submittal of the proposal, the Contractor, all proposed personnel, and their immediate family have not engaged in the activities listed below:
  - a. Appointed to, elected to, or have been a candidate for federal or state office.
  - b. 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.
  - c. Served as an elected or appointed member of a political party central committee.
  - d. A registered federal, state, or local lobbyist.
  - e. Served as a paid congressional, legislative, or Board of Equalization staff.
  - f. Contributed two thousand, five hundred dollars (\$2,500) or more to any congressional, state, or local candidate for elective public office.
  - g. Been a staff and consultant 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.
  - h. 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 (additional pages may be attached if needed):

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2. Has the person or entity submitting this proposal, 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 \_\_\_\_\_

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3. Has the person or entity submitting this proposal, 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 \_\_\_\_\_

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4. The Commission will be the sole provider of funds for the services to be provided pursuant RFP 21-01. Will the Contractor receive funding from any source other than the Commission, in cash or in kind, to perform services pursuant to this RFP? If YES, please provide the details of funding.

YES \_\_\_\_\_ NO \_\_\_\_\_

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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 \_\_\_\_\_ NO \_\_\_\_\_

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Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## ATTACHMENT E - COST PROPOSAL WORKSHEET

The Contractor's cost for provision of all services required in the RFP must be included. Travel and per diem expenses will be billed monthly in arrears. Complete and return this worksheet in the Cost Proposal. Note that this sealed Cost Proposal is submitted in a separate envelope from the narrative proposal. Refer to **Section III, Paragraph F for Cost Detail Format and Requirements**.

The Fixed Cost is the sum of all costs associated with the provision of services for an estimated 30 public input meetings, 40 Commission meetings, and all associated travel and per diem expenses at California State rates. The fixed costs should also include the costs related to providing 40 hours of technical services as specified in the RFP.

The Fixed Cost for each service area may include, but not be limited to, the following items associated with the provision of services for this RFP:

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

### 1. Fixed Costs

Fixed Services	Cost per Occurrence	Number of Occurrences	Travel Costs for Occurrences	Cost
Public Input Meetings	\$ per meeting	30		\$
Commission Meetings	\$ per meeting	40		\$
Technical Services	\$ per hour	40		\$
Total Fixed Cost:				

## 2. Optional Costs

Optional Services	Cost per Occurrence	Number of Occurrences	Travel Costs for 10 Occurrences	Cost
Public Input Meetings	\$ per meeting	10		\$
Commission Meetings	\$ per meeting	10		\$
Technical Services	\$ per hour	40		\$
<b>Total Optional Cost:</b>				

## 3. Final Cost

Total Fixed Cost	Total Optional Cost	Final Cost
\$	\$	\$

## ATTACHMENT F - DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

### OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

REV 12/19



## **ATTACHMENT G - CONFIDENTIALITY/NONDISCLOSURE STATEMENT**

### **1. CONFIDENTIALITY/NONDISCLOSURE STATEMENT**

The undersigned acknowledges and agrees that the contents of any personal, technical, and other data and information relating to the Commission's operations that are made available to the Contractor in carrying out this Agreement, or that become available to the Contractor in carrying out this Agreement, are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. In providing that protection, Contractor shall comply with this Agreement and any other procedural requirements of the State that are provided in writing to the Contractor. In that regard, the undersigned acknowledges and agrees to all of the following:

- a. The work products and records, documents, or information used in support of the work products that are made available to the Contractor pursuant to this Agreement, including, but not limited to all personal, technical, and other data and information used in support of, or contained in those work products, are confidential and shall be protected by the Contractor from unauthorized use or disclosure. In providing that protection, Contractor shall comply with this subdivision and any other procedural requirements of the Commission that are provided in writing to the Contractor.
- b. Contractor shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the Commission.
- c. With the exception of comments made about the work product to the Commission or its staff, Contractor shall not make comments to any individual, including, but not limited to, any member of the media regarding the work product, nor shall Contractor comment on the Commission's actions regarding the work product, without the prior written consent of the Commission.
- d. Contractor acknowledges that all work products and records, documents, or information used in developing the work products, as well as all work products themselves, remain the sole property of the Commission and may not be used by the Contractor for any purposes outside the scope of this Agreement without the prior written consent of the Commission.

**2. CONFIDENTIALITY/NONDISCLOSURE ACKNOWLEDGMENT**

(To be completed by each of contractor’s personnel)

The undersigned Contractor acknowledges that he/she has been provided with a copy of the Confidentiality/Nondisclosure Statement between the Commission and Contractor (Agreement) and understands that any records, documents, and information, or any draft or final work product that the undersigned reviews or produces in connection with providing services to the Commission are subject to the terms of the Agreement.

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**Company/Firm Name**

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**Print Name**

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<b>Signature</b>	<b>Title</b>	<b>Date</b>
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## ATTACHMENT H - CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

---

## ATTACHMENT I - CONTRACTOR CERTIFICATION CLAUSES

(CCC 04/2017)

### CERTIFICATION

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

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

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Government Code section 12990 (a-f) and CCR, Title 2, Section 11102) (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.
    - 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.
    - 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. (Government Code section 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 section 10296) (Not applicable to public entities.)
4. **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.
5. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
6. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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

## **ATTACHMENT J - PAYEE DATA RECORD**

Complete, sign (original signature) and return the Payee Date Record, STD 204 with the narrative Proposal. A fillable form is available on the [Department of General Services](#) website.



## VI. SAMPLE - STANDARD AGREEMENT

**Do not complete or return the sample Standard Agreement, sample Scope of Work and Description of Services, or the sample Budget Detail and Payment Provisions.**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

### STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

California Citizens Redistricting Commission

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+		
-		

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

#### CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

#### STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

## **EXHIBIT A - SCOPE OF WORK AND DESCRIPTION OF SERVICES**

### **1. PURPOSE OF THIS AGREEMENT**

- a. The California Citizens Redistricting Commission (Commission or State) and the Contractor enter into this Agreement for the purpose of [Contractor's Name] to provide technical line drawing services as described herein:
- b. Insert additional information, if applicable.

### **2. CONTRACTOR PROVIDES LINE DRAWING AND TECHNICAL SERVICES**

- a. Insert final scope of work.
- a. No minimum amount of work is guaranteed under this Agreement.
- b. Other work as necessary to accomplish the work and comply with legal requirements.
- c. The Contractor's Work Plan is in Exhibit E and was submitted in response to Request for Proposal No. 21-01 - Line Drawing and Technical Services for Redistricting.

### **3. ACCEPTANCE CRITERIA**

It shall be the Commission's sole determination as to whether a deliverable has been successfully completed and is acceptable to the Commission.

### **4. PROJECT REPRESENTATIVES**

<b>California Citizens Redistricting Commission</b>	<b>Contractor's Name</b>
Project Coordinator: Name and Title	Name, Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Business Services Coordinator:	Authorized to Perform Services: List names here if not provided in Exhibit B.

## **EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. AMOUNT PAYABLE**

The total amount payable under this Agreement may not exceed \_\_\_\_\_ dollars and no cents (\$\_\_\_\_\_) and is payable as follows:

- a. In exchange for providing the promised services and other deliverables specified in **Exhibit A** of this Agreement, the State shall pay the Contractor at the rate(s) specified in below.
- b. Cost Proposal Work Sheet – may be inserted here, or as an Exhibit or Rider

### **2. PAYMENTS**

- a. The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and other expenses.
- b. The Contractor shall arrange for any Commission approved travel required under this Agreement. The Commission shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor in providing the services that are the subject of this Agreement at locations other than the Contractor's usual place or places of business.
- c. Travel reimbursement shall be made in accordance with the California State Travel Reimbursements guidelines as published by the [Department of Human Resources](#) and regulations at 2 CCR 599.615 et seq. in effect for excluded employees when the expenses are incurred, if supported by a receipt.
- d. Contractor shall submit invoices on a monthly basis by the tenth (10<sup>th</sup>) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for travel and other administrative expenses. Charges for travel and administrative services submitted without receipt or approved documentation may not be paid.
- e. Each invoice submitted by the Contractor shall include the following:
  1. The contract number as it appears on this Agreement.
  2. The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
  3. An invoice number and invoice date.
  4. A separate line item for each charge
  5. Original receipts for all included travel and administrative charges.
  6. The signature of the Contractor or the Contractor's representative.

- f. Invoices shall be submitted in duplicate and sent to:  
**California Citizens Redistricting Commission**  
**Attention: Accounting**  
**Address**  
**City, CA zip code**
- g. Progress payments to Contractor for work performed or costs incurred in the performance of the contract shall consist of payment for services provided the previous month, e.g. line drawing services and related travel for public input meetings and Commission meetings held the previous month.
- h. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract.
- i. As a necessary precursor to receiving payment from the State, the Contractor shall maintain a completed Payee Data Record Form (STD 204) on file with the Commission.
- j. The Contractor shall keep and preserve all back-up documentation to support the entries included in its invoices submitted to the Commission for a period of three (3) years after final payment is made unless a longer period of records retention is agreed upon. The Contractor agrees to allow the Commission and/or the California State Auditor access to such records during normal business hours and to allow interviews of any employees who reasonably might have information related to such records.

### **3. BUDGET CONTINGENCY CLAUSE**

- a. 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.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, 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, Government Code Chapter 4.5, commencing with section 927.

## **EXHIBIT C - GENERAL TERMS AND CONDITIONS (GTC 04/2017)**

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 State 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 State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code section 8546.7, Pub. Contract Code section 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, 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 State 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 State may proceed with the work in any manner deemed proper by the State. All costs to the State 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 State.
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 State 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 section 12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regulations, Tit. 2, section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code section 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regulations, Tit. 2, section 11105.)  
  
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 04/2017 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 section 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. (Government Code section 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 section 999.5(d); Government Code section 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**

### **1. DEFINITIONS**

- a. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), Exhibits A, B, C, D, E and any subsequent amendments.
- b. The term "State" and "Commission" mean the State of California and the California Citizens Redistricting Commission (Commission) interchangeably.

### **2. PROPER SOLICITATION OF AGREEMENT**

The Contractor warrants, by executing this Agreement, that no person or selling agency has been employed or retained to solicit or secure the Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul the Agreement without liability, paying only for the value of the work actually performed, and to recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **3. COVENANT AGAINST GRATUITIES**

By signing this Agreement, the Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or by any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, the State may terminate the Agreement immediately, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

### **4. CONTRACTOR PERSONNEL**

- a. The individual(s) named in Exhibit F of this Agreement (Contractor Personnel and Responsibilities) as the persons authorized to perform services under the Agreement are essential to the Agreement. No other individuals employed by the Contractor may perform services under the Agreement without the prior written approval of the State. In the event that any individual named in Exhibit F is authorized to perform services under the Agreement ceases to be employed by the Contractor or no longer is assigned by the Contractor to perform services under the Agreement, the Contractor immediately shall provide written notice to the State and shall consult with the State regarding a replacement.
- b. Prior to seeking approval from the State for any individual not already named in Exhibit F to perform services under the Agreement, the Contractor shall provide

the State with the name and résumé of that individual for prompt preview and approval. If the State declines to approve the replacement of any individual named in Exhibit F as authorized to perform services under the Agreement, the State may terminate the Agreement immediately “for cause” as provided in Exhibit C of the Agreement. This provision shall not apply to support personnel such as clerical or administrative staff assigned to assist the individuals authorized to perform services under the Agreement.

## **5. SUBCONTRACTORS**

Nothing in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors used by the Contractor to perform services under the Agreement, and no subcontractor shall relieve the Contractor of the Contractor’s responsibilities and obligations under the Agreement. The Contractor agrees to be responsible fully to the State for all acts and omissions of its subcontractors and of the persons the Contractor employs, either directly or indirectly, to perform services under the Agreement. The Contractor’s obligation to pay its subcontractors is an obligation that is entirely independent from the State’s obligation to pay the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any money to any subcontractor.

## **6. RECORD RETENTION**

All records regardless of medium, including but not limited to communications, work papers, and other documents prepared by the Contractor pursuant to the Agreement, included but limited to reports, charts, interview notes, and the Contractor’s administrative communications and records relating to the Agreement, shall be deemed the exclusive property of the State and also shall be delivered to the State within fourteen (14) days of the Contractor completing the performance of services under the Agreement.

If the complete records are not delivered to the State, the Contractor agrees to maintain all records involved with the performance of the contract and to make those records reasonably available upon request for a period of time of twelve (12) years after final payment of the contract.

## **7. CONFIDENTIALITY/NONDISCLOSURE STATEMENT**

Contractor agrees to keep confidential any information that he/she acquires during the course of this Agreement that the Commission and State Auditor’s office maintains, and is exempt from disclosure under the provisions of the California Public Records Act (Government Code, section 6250 et seq.) or other applicable state or federal laws. Attachment G.

## **8. OWNERSHIP OF INFORMATION AND WORK PRODUCT**

- a. All professional and technical information developed under this Agreement, including all reports, information, related data, work sheets, findings, and conclusions produced under the Agreement (“work product”) is the property of the State.

- b. The Contractor shall keep confidential the State's work product and shall protect it from unauthorized disclosure.
- c. The Contractor agrees to deliver reproducible copies of the State's work product at the request of the Project Coordinator for the Commission identified in **Exhibit A** of this Agreement.

## **9. CONFLICT AND IMPARTIALITY STATEMENT**

The Contractor, Contractor's staff, and Contractor's subcontractors shall complete **Attachment D**, Conflict and Impartiality Statement. The Contractor shall ensure that the Conflict and Impartiality Statements are updated as required.

## **10. DARFUR CONTRACTING ACT**

As required by the Darfur Contracting Act of 2008 (Public Contract Code section 10475 et seq.), the Contractor declares that the Contractor is not a scrutinized company as defined in Public Contract Code section 10476. In support of this declaration, the Contractor has executed the Darfur Contracting Act Certificate. **Attachment F**.

## **11. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer certifies compliance by executing the California Civil Rights Laws Certification. **Attachment H**.

## **12. CONTRACTOR RÉSUMÉS**

A completed résumé is required for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor. The résumés shall be attached to the contract for public record and made a part of the contract as **Exhibit F**.

## **13. AUDIT**

The Contractor agrees that the Commission, the California State Auditor, 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 State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code section 8546.7).

## **EXHIBIT E – CONTRACTOR RESPONSIBILITIES**

Proposer's response to RFP 21-01 Line Drawing and Technical Services for Redistricting shall be attached to the contract for public record and made a part of the contract as **Exhibit E**.

## **EXHIBIT F – CONTRACTOR RÉSUMÉS**

A completed résumé is required for the Contractor and for each contract participant (including subcontractors) who will exercise a major administrative role or major policy or consultant role, as identified by the contractor. The completed résumés will be attached to the contract for public record and made a part of the contract as **Exhibit F**.