CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089753-21-V, Redistricting Support Services

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089753-21-V, Redistricting Support Services (Contractor).

RECITALS

On or about 4/26/2021, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide redistricting support services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I
CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The City of San Diego 2020 Redistricting Commission (Commission) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Commission as follows:

Lora Fleming
City of San Diego Redistricting Commission Chief of Staff
202 C Street, MS 9A,
San Diego, CA 92101
(619) 510-7201
LJFleming@sandiego.gov

ARTICLE II
DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of 1 (one) year beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed $170,000.00.

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV
WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V
CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice of Award; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

2.1 Completed and signed Contract Signature Page

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Haystaq DNA LLC
Proposer

907 N ST NW #C1
Washington, DC 20001
Address

202-548-2562
Telephone No.

andrew@haystaqnda.com
E-Mail

BY:

_____
Signature
of Proposer's Authorized
Representative

Andrew Drechsler
Print Name
President
Title
May 27, 2021
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

_____

Print Name:

_____
Director, Purchasing & Contracting Department
_____
Date Signed

Approved as to form this ____day of

_____, 20___.
MARA W. ELLIOTT, City Attorney

BY:_____
Deputy City Attorney

RFP - Goods, Services, & Consultants
Revised: November 8, 2016
OCA Document No. 841661_3

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a complete and detailed cost proposal inclusive of indirect costs to complete all tasks identified in the Scope of Work. A detailed cost breakdown shall be provided identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort: (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) an estimate of any subconsultant services. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{\text{(contract price} - \text{lowest price)}}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 – ((105 – 100) / 100) x 60 = 57 points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top three (3) proposers with the highest scoring proposal to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP. 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Creativity of proposed project approach 4. Clarity and brevity of the response.	**15**
B. Staffing Plan. 1. Qualifications of personnel adequate for requirement 2. Provision for the required disciplines 3. Clearly defined Roles/Responsibilities of key personnel	**20**
C. Firm's Capability to provide the services and expertise and Past Performance. 1. Relevant experience of the Firm and subcontractors 2. Previous relationship of firm and subcontractors on similar projects 3. Background of the Firm and subcontractors including (Discipline) qualifications 4. Other pertinent experience 5. Location in the general geographical area of the project and knowledge of the locality of the Project 6. Past/Prior Performance 7. Capacity/Capability to meet The City of San Diego needs in a timely manner 8. Reference checks 9. Use of/compatibility with ESRI ArcGIS software and redistricting tools	**35**
D. Cost.	**20**
E. Mandatory Demonstration/Presentation. 1. Thoroughness and Clarity of Presentation	**10**
SUB TOTAL MAXIMUM EVALUATION POINTS:	**100**

	MAXIMUM EVALUATION POINTS
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	**12**
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	**112**

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. **Award of Contract**. The City will inform all proposers of its intent to award a Contract in writing.

2. **Obtaining Proposal Results**. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE OF AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. **Reserved.**

5. **Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
SCOPE OF WORK

A. BACKGROUND

As required by the City Charter, the City of San Diego ("City") shall be redistricted at least once in every ten years, but no later than nine months following the receipt of the final Federal Decennial Census information (Article II, Section 5 of the San Diego City Charter). The City of San Diego 2020 Redistricting Commission has the sole and exclusive authority to adopt plans which specify the boundaries of districts for the City Council (Article II, Section 5.1 of the San Diego City Charter). The Commission requests proposals from qualified Contractors to provide redistricting support services, including mapping software; data processing and analysis; preparation and review of proposed redistricting plans; and technical staff support to facilitate creation of the 2020 redistricting plan.

The City is divided into nine districts for the purpose of electing members of the City Council. The City shall be divided into nine council districts as nearly equal in population as practicable (Article II, Section 4 of the San Diego City Charter).

Due to the ongoing COVID-19 pandemic, the delivery of the 2020 U.S. Census PL 94-171 redistricting data file has been delayed until as late as September 30, 2021. The San Diego County Registrar of Voters' current deadline for the submission of redistricting maps is December 15, 2021. These dates may be subject to change, but the Commission currently anticipates adopting the final redistricting plan by November 15, 2021 to comply with these deadlines.

Finally, it is the intent of the Commission to encourage public participation to the greatest extent possible. Therefore, the Commission seeks a Contractor who will provide dedicated services to maximize public access to the mapping process, including installation and maintenance of a web-based tool; on-line help and step-by-step instructions and tutorials; and attendance at Commission meetings, public hearings, and publicly accessible mapping workstations provided by the Commission to facilitate training and mapping exercises. Given current COVID public meeting protocols, the Contractor must demonstrate the ability to provide these participatory services in a remote environment

The City is requesting proposals through this Request for Proposal (RFP) from qualified proposers to provide redistricting support services.

B. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor which delivers Redistricting Support Services that represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

C. PRECLUDED PARTICIPATION

To avoid any real or perceived conflicts of interest, the successful Contractor to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

D. SCOPE OF WORK

Contractor shall furnish the City with support services for the redistricting process as indicated below:

- Task 1 – Coordinate with the City of San Diego's Enterprise Geospatial Services to create, install and maintain a secure redistricting application compatible with the City's ArcGIS software, including web-based tools for map creation or identification of Communities of Interest by the public, and store comments from the public. Commission has the right to make backup/archival copies of data and to make unlimited copies of software documentation.

- Task 2 - Obtain, verify, update, and maintain accurate Census and other geographic and demographic data necessary to create a legally compliant and defensible redistricting solution, including, but not limited to current City Council district boundaries, Census geography and PL 94-171 data. 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. If secondary data is required to perform the scope of work, Contractor is responsible for verifying and maintaining any additional electronic repository for the duration of the contract.

- Task 3 - Facilitate mapping exercises at Commission meetings and/or public hearings, including providing demonstration and/or hands-on training related to description of features and instructions for use.

- Task 4 - Prepare redistricting proposals as requested by the Commission, including technical reports and analysis for drawn maps that compute measures and evaluate requirements associated with redistricting, including but not limited to, contiguity, compactness, communities of interest, etc., during the mapping process.

- Task 5 – Given current COVID-19-related public meeting protocols, prepare a plan describing how to conduct public redistricting meetings under these circumstances, including how the Contractor would actively participate in and provide meeting services remotely. Contractor shall be available to potentially participate in a minimum of nine public hearings before the preparation of a preliminary plan, and five public hearings after the filing of the preliminary plan.

- Task 6 - Review redistricting proposals submitted to the Commission to determine demographic profile and conformance with redistricting laws and requirements, and assist preparing responses where necessary.

- Task 7 - Produce technical reports and analysis needed to adopt and defend the final redistricting plan.

E. INSPECTION AND ACCEPTANCE

Contractor shall perform services as described in Section D, Scope of Work for the period of one (1) year beginning from the Effective date of the Contract as stated in the Notice to Proceed.

The City of San Diego's Chief of Staff for the Redistricting Commission, or designee, will be responsible for inspecting and accepting all work, documents and information received from the Contractor (same as Contract Administrator) for the scope of services specified herein. Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

Risk of loss or damage or non-functional to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

F. CORE REQUIREMENTS AND EXPERIENCE

To be considered as an eligible candidate to submit a proposal for the requested services described in this RFP, Contractor(s) must meet all of the following minimum requirements and demonstrate prior experience in the field of redistricting:

1. Contractor(s) shall have performed a minimum of three (3) similar initiatives as defined in the Scope of Work.

2. Contractor shall provide a list of the three most recent projects for which they have drawn electoral district boundaries in the last 20 years, identifying:
   a. Who was directing the redistricting (Commission, legislative body, etc)
   b. Whether any maps were subject to a legal challenge
   c. Whether any maps were implemented as originally drafted, or subject to changes based on the challenge
   d. Whether the Contractor(s) provided testimony in defense of the challenged map
   e. Provide a contact name and contact information for these projects

3. Contractor(s) and their staff must exhibit expertise and experience in redistricting support services as requested by the Commission. In addition, at least one member of the Contractor team should have prior experience completing a redistricting process.

4. Provide a list of the names, classification/designation and relevant qualifications and experience of Contractor(s) and/or sub-contractors to be employed through this contract.

5. Contractor(s) must demonstrate current, comprehensive understanding of Federal and California state laws and regulations pertaining to redistricting plans and criteria, including California Elections Code Division 21, "State and Local Reapportionment", the Federal Voting Rights Act of 1965, and the San Diego City Charter.

6. Contractor(s) must submit their proposal using the format identified in the RFP.

7. Contractor(s) must demonstrate that their products meet or exceed industry standards for software used in the redistricting process. Contractor (s) should demonstrate to the Commission's satisfaction that software:

   a) Is user-friendly and meets accessibility standards as required by the Americans with Disabilities Act and other related laws.
   b) Has capacity for data import, export, and integration.
   c) Makes "real-time" changes as lines are changed.
   d) Can be used to analyze multiple redistricting plan maps.
   e) Can produce maps that are transferrable to a variety of formats, including print, Internet, and multimedia display for interactive community meetings.
   f) Can produce data analysis and reports that that compute measures and evaluate requirements associated with redistricting, including but not limited to, contiguity, compactness, communities of interest, etc.
   g) Additional consideration may be given to software that is versatile and compatible with the City's ArcGIS mapping system.

G. PRICING AND FEE SCHEDULE

Contractor shall provide:

1. Fixed fee schedule priced by task and categorized by cost (i.e., labor, direct costs, indirect costs, overhead, etc.);

2. Description of any additional contingency fees or costs that may be added should Contractor's services be selected (if there are expenses which are considered reimbursable and not included in the flat fee structure, such expenses shall be identified and quantified as full as possible);

3. A list of additional services included at no additional cost and those optional services that may be provided at specific cost (i.e., web design, telephone support, on-site support, and other related consulting services on a time and materials basis).

H. REFERENCES

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request

additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

I. PROPOSER REQUIREMENTS

The Proposer shall submit the following requirements as part of the proposal submission in response to this RFP:

1. Implementation Plan

   Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Consultant intends to provide the work plan with specified deliverables as previously specified. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

2. Scope of Work Plan

   Proposer shall provide a scope of work plan which includes:

   a) Overall approach to the project, including approach to completing the Scope of Services within the constrained timeframe specified;
   b) Description of methodology and deliverables Contractor(s) can produce associated with each task in the Scope of Services;
   c) Identification of any requirements for Commission-furnished equipment, materials, facilities or any other Commission support necessary to implement Contractor's proposal.

J. CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is identified in the Notice of Award and is responsible for overseeing and monitoring this Contract.

The Contract Administrator for this service is the City of San Diego's Chief of Staff for the 2020 Redistricting Commission or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

K. INVOICING AND PAYMENT

In addition to invoicing requirements as stated in Section 3.2 Invoices of Exhibit C- City's General Contract Terms and Provisions, Contract shall provide the following:

1. Invoices must be submitted per Tasks as itemized on Section K. Pricing Schedule in duplicate (one copy to be marked "original") to:

Lora Fleming
City of San Diego Redistricting Chief of Staff
202 C Street, MS 9A
San Diego, CA 92101

2. Upon review and approval from the 2020 Redistricting Commission, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.

3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

L. PRICING SCHEDULE

Proposers shall submit their proposal for pricing on the following Pricing Schedule. Using the Pricing Schedule is required to ensure consistency in the price evaluation process. The Pricing Schedule shall be completed in its entirety and incorporated herein. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. For information purposes, Proposers shall provide attachment worksheets, which include a breakdown of any pricing, labor hours and other rationale used in determining their pricing for the core requirements and deliverables. Blanks on the pricing pages will be interpreted as zero (0) and no price will be allowed.

NOTE: All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the Proposal. All prices shall be inclusive of all fees and costs of operations to provide the contract materials and/or services, including but not limited to administrative costs, office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City. No other charges will be considered.

***Pricing on subsequent page.**

[redacted]

Pricing Schedule:

Item No.	Description	Fully Burdened Fixed Unit Price, All Costs Inclusive
1.	Task 1 as Described in Section D. Scope of Work	$ 30,000
2.	Task 2 as Described in Section D. Scope of Work	$ 7,500
3.	Task 3 as Described in Section D. Scope of Work	$ 18,500
4.	Task 4 as Described in Section D. Scope of Work	$ 20,000
5.	Task 5 as Described in Section D. Scope of Work	$ 18,500
6.	Task 6 as Described in Section D. Scope of Work	$ 15,000
7.	Task 7 as Described in Section D. Scope of Work	$ 10,000
	Total Contract Value	**$119,500**

* Price assumes Commissioners and Commission Staff will also be using DistrictR. If desired additional per seat licenses of Autobound by Citygate GIS can be purchased at cost at $7500 each. Quotes could also be obtained for Maptitude for Redistricting.

EXHIBIT C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III
COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV
SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI
INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6. 2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6. 3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6. 4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6. 5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII
BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000*, et. seq.,* and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI
DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII
MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City’s request. Contractor’s assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII
MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

PROPOSAL FOR REDISTRICTING SUPPORT SERVICES

Response to RFP 10089753-21-V

TAB A
Submission of Information and Forms

May 28, 2021

PREPARED FOR

Vanessa Delgado

Procurement Program Coordinator

Cdelgado@sandiego.gov

PREPARED BY

Andrew Drechsler

President

HaystaqDNA

andrew@haystaqdna.com

Table of Contents

2.1 Completed and signed Contract Signature Page **3**

2.2 [redacted]

2.3 The Contractor Standards Pledge of Compliance Form **5**

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions **18**

2.5 Reserved. **31**

2.6 Reserved. **31**

2.7 Reserved. **31**

2.8 Additional Information as required in Exhibit B. **31**

2.9 Reserved. **31**

2.3 The Contractor Standards Pledge of Compliance Form

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

Redistricting Support Services
Solicitation Number: 10089753-21-V

B. BIDDER/PROPOSER INFORMATION:

Haystaq DNA LLC			
Legal Name		DBA	
907 N ST NW	Washington	DC	20001
Street Address	City	State	Zip
Andrew Drechsler, President	(202) 548-2562	(202) 207-2984	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Andrew Drechsler	President
Name	Title/Position
Washington, DC	
City and State of Residence	Employer (if different than Bidder/Proposer)
Account Manager	
Interest in the transaction	

Ken Strasma	CEO
Name	Title/Position
Middleton, WI	
City and State of Residence	Employer (if different than Bidder/Proposer)
Senior Project Manager	
Interest in the transaction	

Willie Desmond	Vice President
Name	Title/Position
Warren, VT	
City and State of Residence	Employer (if different than Bidder/Proposer)
Senior Consultant	
Interest in the transaction	

Brad Wieneke	Senior Vice Preisdent
Name	Title/Position
Middleton, WI	
City and State of Residence	Employer (if different than Bidder/Proposer)
Senior Consultant	
Interest in the transaction	

Sivan Tratt	Data Analyst
Name	Title/Position
Minneapolis, MN	
City and State of Residence	Employer (if different than Bidder/Proposer)
Data Analyst/Map Drawer	
Interest in the transaction	

Adriana Rogers	Data Analyst
Name	Title/Position
Portland, OR	
City and State of Residence	Employer (if different than Bidder/Proposer)
Data Analyst/Map Drawer	
Interest in the transaction	

Kristen Akey	Data Analyst
Name	Title/Position
Wisconsin Rapids, WI	
City and State of Residence	Employer (if different than Bidder/Proposer)
Data Analyst/Map Drawer	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
   ☐**Yes** ☑**No**

   If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
   ☐**Yes** ☑**No**

   If **Yes,** attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
   ☐**Yes** ☑**No**

   If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☐ **Corporation** Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C ☐ Subchapter S☐

Is the corporation authorized to do business in California:☐ **Yes** ☐**No**

If **Yes,** after what date: _____

Is your firm a publicly traded corporation? ☐ **Yes** ☐ **No**

If **Yes,** how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ **Yes** ☐ **No**

If **Yes,** please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: 02/04/2013 State of formation: DE

List the name, title and address of members who own ten percent (10%) or more of the company:

Ken Strasma, CEO 6740 Ramsey RoadMiddleton, WI 53562
_____
_____
_____

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form.*

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
   ☐ **Yes** ☑ **No**

   If **Yes,** please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: Citibank

   Point of Contact: Branch Manager

   Address: 1000 Vermont Ave NW, Washington, DC 20005

   Phone Number: (202) 800-2456

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: n/a will obtain if awarded Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐ **Yes** ☑ **No**

   If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Arizona Independent Redistricting Commission

Contact Name and Phone Number: Ray Bladine 602--740-8894

Contact Email: rbladine@gmail.com

Address: Flagstaff, AZ

Contract Date: December 31, 2016

Contract Amount: $ 675,000.00

Requirements of Contract: worked closely with the commissioners and commission staff to create congressional and state legislative maps

Company Name: Forward Majority

Contact Name and Phone Number: David Cohen 917-376-2395

Contact Email: david@forwardmajority.org

Address: New York, NY

Contract Date: December 31, 2018

Contract Amount: $ 50,000.00

Requirements of Contract: created maps for Pennsylvania congressional districts for the State Supreme Court

Company Name: Redistricting Reform Project

Contact Name and Phone Number: Cathy Duvall - 805-570-5863

Contact Email: ckfuvall@gmail.com

Address: Washington DC

Contract Date: December 31, 2020

Contract Amount: $ 1,950,000.00

Requirements of Contract: creation of RedistrictingDataHub.org

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ **Yes** ☑ **No**

   If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ **Yes** ☑ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
   ☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
   ☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
   ☐**Yes** ☑**No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

   ☐**Yes** ☑**No**

   If **Yes,** please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
   ☐**Yes** ☑**No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
   ☐**Yes** ☑**No**

   Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐**Yes** ☑**No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: n/a

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: $_____ (per year) $_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☑ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Andrew Drechsler, President		05/27/2021
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

n/a

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Andrew Drechsler, President		05/27/2021
Print Name, Title	Signature	Date

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over $50,000, the City shall:

A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:

a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or

b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or

c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.

C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

B. Current MBE or WBE certification from the California Public Utilities Commission.

C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

D. Current certification by the City of Los Angles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

AA. Contractors Certification of Pending Actions

BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☑ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Haystaq DNA LLC

Certified By Andrew Drechsler Title President

Name

Signature Date May 28, 2021

Equal Opportunity Contracting
Sole Source Contracts, Cooperative Procurement Contracts
Goods/Services Contracts Under $150,000
Revised 1/1/16
OCA Document No. 1208377

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 · San Diego, CA 92101
Phone: (619) 236-6000 · Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Haystaq DNA LLC

ADA/DBA:

Address (Corporate Headquarters, where applicable): 907 N ST NW #C1

City: Washington County: State: DC Zip: 20001

Telephone Number: 202-548-2562 Fax Number: 202-207-2984

Name of Company CEO: Ken Strasma

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address:

City: County: State: Zip:

Telephone Number: Fax Number: Email:

Type of Business: Mapping Firm Type of License: n/a

The Company has appointed: Andrew Drechsler

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 907 N ST NW #C1 Washington, DC 20001

Telephone Number: 202-548-2562 Fax Number: 202-207-2984 Email: andrew@haystaqdna.com

---

☐ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☒ Managing Office Work Force

Check the box above that applies to this WFR.
**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Haystaq DNA LLC (Firm Name)
, DC hereby certify that information provided
(County) (State)
herein is true and correct. This document was executed on this 27 day of May, 20 21

(Authorized Signature) ANDREW Drechsler (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Haystaq DNA DATE: 5/27/21

OFFICE(S) or BRANCH(ES): Washington DC COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											2			
Professional				1		1					7	5		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column				1		1					9	6		

Grand Total All Employees	17

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Haystaq DNA LLC DATE: 5/27/21

OFFICE(S) or BRANCH(ES): Washington DC COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

The City of SAN DIEGO

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report[1]. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county[2]. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report[1, 3]. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.[3]

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one [1], two [2] & three [3]. These numbers coincide with the types of work force report required in the example. See below:

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial
Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional
Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer
Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical
Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales
Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services
Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts
Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers
Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation
Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers
Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade
Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators
Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers
Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

PROPOSAL FOR REDISTRICTING SUPPORT SERVICES

Response to RFP 10089753-21-V

TAB B

Executive Summary and Responses to Specifications

May 28, 2021

PREPARED FOR

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Table of Contents

Executive Summary **4**

1. Implementation Plan **5**
- 1.A Redistricting Law 5
- 1.B Redistricting Philosophy and Transparency 6
- 1.C Operational Plan 6
  - 1.C.1 Assist with VRA Analysis 6
  - 1.C.2 Create/Maintain Public Input Tools 6
  - 1.C.3 Initial Public Input Meetings 6
  - 1.C.4 Defining Reports 7
  - 1.C.5 Develop Training Materials 7
  - 1.C.6 Munging Data 7
  - 1.C.7 Exploratory Maps 7
  - 1.C.8 Creating and Revising Proposed Maps 7
  - 1.C.9 Running Reports as Needed on Submitted Maps 7
  - 1.C.10 Creating Reports and Presentation for the selected Draft Maps 7
  - 1.C.11 Presenting Draft Maps at Public Meetings 8
  - 1.C.12 Revisions to Draft Maps (if any) from Public Meeting Input 8
  - 1.C.13 Creating Final Reports and Analysis for Final Maps 8
- 1.D Tentative Timeline 8

2. Scope of Work Plan **10**
- 2.A -- Task 1 10
- 2.B -- Task 2 11
  - 2.B.1 Census Delays 11
  - 2.B.2 Sources of Data 11
  - 2.B.3 Data for VRA Analysis 12
- 2.C -- Task 3 12
- 2.D -- Task 4 13
- 2.E -- Task 5 13
- 2.F -- Task 6 13
- 2.G -- Task 7 14

3. Firm Capabilities **14**
- 3.A Staffing Plan 14
- 3.B Prior Redistricting Projects 20
  - 3.B.1 Arizona Independent Redistricting Commission 2011 20
  - 3.B.2 Florida -- Fair Districts Now 2011-2015 20
  - 3.B.3 Forward Majority/Fair Democracy Pennsylvania 2017-2018 20
  - 3.B.4 Redistricting Data Hub 20

Appendix A -- Resumes **21**

Appendix B -- Sample Reports **33**

Appendix C -- DistrictR Recent Experience **41**

Executive Summary

HaystaqDNA is the best choice for redistricting mapping services for the City of San Diego. We bring well trained staff, a highly skilled management team, experience, ideas and solutions to this project. We also have the technical infrastructure to handle the data processing, data security, mapping and analysis needs of this project. Our plan presents comprehensive suggested approaches to every deliverable in the RFP, while being cognizant of the fact that most of this project will be implemented remotely due to the pandemic. From a purely technical standpoint, the requirements in drawing new districts are relatively simple and straightforward. Even a novice can draw contiguous districts. The value of Haystaq's experience becomes clearest however, when you start to consider the complexities of balancing multiple criteria and accounting for multiple interpretations. It is in these cases when Haystaq is able to provide technical assistance beyond simply moving lines.

We are confident that our team at HaystaqDNA is capable of working with you and the people of the City of San Diego to create outstanding maps. Our firm's senior staff has decades of redistricting experience. In 2011, our firm, then called Strategic Telemetry, served as the technical consultants to the Arizona Independent Redistricting Commission (AIRC). The maps we created for the AIRC are still in place and survived multiple court challenges all the way up to and including the U.S. Supreme Court. We are currently working in collaboration with the firm Q2, serving as the selected mapping contractors for the California Independent Redistricting Commission. Haystaq has a team of qualified data analysts, map drawers and technical consultants.

Redistricting can be a contentious process but steps can be taken to ensure that the process happens in a transparent manner and is communicated effectively. Selecting a trusted, skilled consulting team can greatly aid in the successful implementation of this demanding undertaking. We are available to assist you in achieving your objectives by being timely, accurate and fully-transparent throughout. Our role is to listen to the instructions given, provide you with any information needed to evaluate the maps, and ultimately the options necessary to achieve your stated objectives. Let us be clear though, we will not simply hand over the maps. Rather, we will work with the commission and the public to make sure they understand what we do and why we do it. The combination of a skilled technical consultant and a process that is open, transparent and fully-documented can help minimize dissatisfaction and inoculate against distrust.

We view our role as defining the questions, building maps as needed, reflecting each of the competing definitions, and making it as easy as possible for the commission members to make an informed decision. By handling all technical details in a carefully documented and transparent way, we would free the commission to focus on answering the questions that are subject to interpretation such as determining which communities are marginalized. Haystaq has a great deal of experience in distilling highly technical statistical information into understandable language that gets decision makers the information they need. Throughout this process, we would be following the criteria set forth in the statement of work, and would leverage our considerable experience in drafting maps that meet the requirements of the Voting Rights Act, California Voting Rights Act and San Diego specific laws.

The information included represents our best understanding and interpretation of the RFP. Please do not hesitate to contact us with any questions or to request more information.

1. Implementation Plan

1.A Redistricting Law

Municipal Redistricting in San Diego is of course governed by Federal Law, State Law and the San Diego Charter. At the Federal level, municipal redistricting is primarily governed by the Voting Rights Act (VRA). In 2013, the US Supreme Court ruled that areas subject to Section Five of the VRA no longer had to seek preclearance, so now the primary Federal VRA concern deals with Section Two. Section Two generally states that minority voting power cannot be diminished and at its simplest, it has been interpreted to mean that where a minority majority district can be drawn, it must be drawn. California redistricting law, including code division 21 has been subject to a number of propositions and legislative law in the past two decades including but not limited to the Fair Maps Act and the California Voting Rights Act. These changes did things like effectively making at-large districts illegal and required redistricting bodies to use a census file adjusted for prison population reallocation. At the municipal level they allow cities to consider (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity, and compactness of territory, and (d) community of interests of the council districts. Then San Diego of course has its own charter. Over three different sections the San Diego charter establishes the following criteria: **Section 5**: *In the event that any voting precinct established is located partly within two or more Council districts, the precinct shall be allocated to the Council district in which a majority of the voters within the precinct resides, and the district boundaries shall be changed accordingly.* and *Districts shall be comprised of contiguous territory and made as equal in population as shown by the census reports, and as geographically compact as possible, and the districts formed shall, as far as possible, be bounded by natural boundaries, by street lines and/or by City boundary lines.* **Section 5.1**: *Each redistricting plan shall provide fair and effective representation for all citizens of the City, including racial, ethnic, and language minorities, and be in conformance with the requirements of the United States Constitution and federal statutes. To the extent it is practical to do so, districts shall: preserve identifiable communities of interest; be geographically compact - populous contiguous territory shall not be bypassed to reach distant populous areas; be composed of whole census units as developed by the United States Bureau of the Census; be composed of contiguous territory with reasonable access between population centers in the district; and not be drawn for the purpose of advantaging or protecting incumbents*.

Haystaq Staff have of course worked with the complexities of Federal VRA law on a number of projects. This has included doing Racial Bloc Voting Analysis. As the firm selected to do the state level redistricting for the CRC, we have become well acquainted with California law. With commission based work, we view it as our job to be knowledgeable about the laws governing San Diego redistricting, but to leave the interpreting of the law to be done by the commission and their legal staff.

1.B Redistricting Philosophy and Transparency

Our general approach to redistricting is to first try and gather as much information as possible from all types of stakeholders and then to supply maps that meet the needs of our clients and the wishes of those stakeholders. We endeavor to do this transparently and objectively, providing as much contextualizing information as possible. This helps stakeholders to understand why decisions were made and hopefully to see the logic in them. We are at the service of the commission because we view our role as facilitator, compiling the necessary information clearly and creating a public record to create the best maps possible. This commitment to transparency is crucial, as is non-partisanship and our commitment to neutrality in this role. Because of the importance of documenting the line drawing process, we make it especially certain to create summaries of all directions and carefully document snapshots of all changes to the maps.

1.C Operational Plan

Haystaq would start by working with the assigned representatives from the commission to come up with and gain a mutual understanding of the criteria for map drawing. We'd also work with the city to understand what VRA/Minority District considerations must be taken into account. If there are VRA considerations, drawing would likely start with the VRA districts. San Diego will also have to account for citizen defined "communities of interest" and attempt to keep these communities whole wherever possible. Whatever criteria the city wishes to use, is the criteria we will use in drawing the districts.

1.C.1 Assist with VRA Analysis

Most Municipal Redistricting projects of diverse cities begin with a VRA analysis, this is an odd cycle because the PL94-171 data won't be available until August. However, it should still be possible to look at minority majority areas and run demographic reports and tentative racial bloc voting analysis on population projection data, voter registration data and precinct level voting results. We note that the scope of work does not have the redistricting support services provider doing the VRA analysis, but we are happy to work alongside your VRA expert and legal team to provide any help to find and format any of the raw data that they need for their analysis. Haystaq is capable of running racial bloc voting analysis, but we would defer to your legal team and/or expert to interpret the results.

1.C.2 Create/Maintain Public Input Tools

This will be covered more extensively under Task 1 in the Scope of work, but early in the project we will work with the DistrictR to create a City of San Diego mapping portal where citizens can create maps and Communities of Interest.

1.C.3 Initial Public Input Meetings

Again this will be covered mostly under Task 5 below, but while waiting for the Census Data, many of the public Input meetings can be held allowing citizens to talk about and define their

Communities of Interest and discuss their concerns around redistricting. After the data is released, the same type of meetings can be held while the real base layers of the census are projected. After draft maps are released, we can facilitate the display and presentation of the draft maps.

1.C.4 Defining Reports

While waiting on the census data, Haystaq will work with the commission to define what reports they wish to be able to run on proposed and submitted plans. This will involve things like agreeing on what measures of compactness to use, how to look at which communities of interests have been split or how they should be overlaid and what demographic counts the commission wishes to see. When the reporting requirements have been agreed upon, Haystaq can use the time before the release of the data to code all custom reports. After the data is released and real maps begin to be developed and submitted, these reports will be able to be quickly run on any map.

1.C.5 Develop Training Materials

Before the census data is released, Haystaq will work with DistrictR on training materials. Haystaq and/or DistrictR can present this material to the commission and/or before public input meetings.

1.C.6 Munging Data

COIs and proposed maps may be submitted through a variety of GIS formats. Haystaq can easily transform most electronically submitted to the standard block equivalency or .shp formats. Any additional data that may need to be brought in (precinct level election results for VRA analysis) can also be transformed to match the necessary format.

1.C.7 Exploratory Maps

Using population projection data, if desired, Haystaq could work with the commission on some exploratory maps. These maps would obviously need to be changed/updated when the PL94-171 data and subsequent prisoner reallocation data was released.

1.C.8 Creating and Revising Proposed Maps

This is discussed in Task 4 Below

1.C.9 Running Reports as Needed on Submitted Maps

We can run our agreed upon reports on any submitted map.

1.C.10 Creating Reports and Presentation for the selected Draft Maps

We plan on creating reports based on criteria defined by the commission and with legal compliance in mind.

1.C.11 Presenting Draft Maps at Public Meetings

Haystaq will plan to screen share all draft maps and be on hand to actively answer questions and hear/integrate feedback from citizens/the Commission.

1.C.12 Revisions to Draft Maps (if any) from Public Meeting Input

We will continue to revise and adapt draft maps upon the recommendation of the Commission.

1.C.13 Creating Final Reports and Analysis for Final Maps

This is discussed in Task 7 Below

1.D Tentative Timeline

This Timeline assumes the census will release the legacy format files in mid August and the California Statewide Database will release the PL file with Prisoner Reallocation at the end of September. Delays in the data releases **WILL** delay the schedule.
It assumes that maps will be adopted Nov 15 and final maps will be submitted Dec 15.

Milestone	Tasks	Date
Pre-Mapping		
1.B.1	Assist with VRA Analysis	June-Aug 2021
1.B.2	Create/Maintain Public Input Tools	June 2021
1.B.3	Initial Public Input Meetings	July-Sept 2021
1.B.4	Defining Reports	June-July 2021
1.B.5	Develop Training Materials	June 2021
1.B.6	Munging Data	As Needed
1.B.7	Exploratory Maps	As Needed
Data Release		
	Legacy File Census Data Released	Mid August 2021
	Statewide Database Prisoner Reallocation Data Released	Late September 2021
Draft Maps		
1.B.8	Creating and Revising Proposed Maps	Oct 1 - Oct 22 2021
1.B.9	Running Reports as Needed on Submitted Maps	Oct 1 - Oct 22 2021

1.B.10	Creating Reports and Presentation for the selected Draft Maps	Oct 23 - Oct 24 2021
1.B.11	Presenting Draft Maps at Public Meetings	Oct 24 - Nov 9
Final Maps		
1.B.12	Revisions to Draft Maps (if any) from Public Meeting Input	Nov 10-Nov. 11 2021
1.B.13	Creating Final Reports and Analysis for Final Maps	Nov 12 2021
	Final Map Adoption	Nov 15 2021
	Final Map Submission	Dec 15 2021

2. Scope of Work Plan

2.A -- Task 1

Coordinate with the City of San Diego's Enterprise Geospatial Services to create, install and maintain a secure redistricting application compatible with the City's ArcGIS software, including web-based tools for map creation or identification of Communities of Interest by the public, and store comments from the public. Commission has the right to make backup/archival copies of data and to make unlimited copies of software documentation.

Haystaq DNA realizes the importance of transparency, security, and collaboration in the process of map creation. Therefore, we plan on creating an application that works for the Commission and the people of San Diego to facilitate public participation in the redistricting process. Specifically, we plan to work with MGGG Redistricting Labe and their DistrictR product to create a City of San Diego Portal for this process.

DistrictR has 90% of the power of the desktop software like AutoBound or Maptitude, but it has a much simpler interface and it is easy for the public or commissioners to learn. There are much more expensive redistricting platforms out there, such as those created by Maptitude or CityGate, but the difference in capabilities is minimal and not worth the difference in costs for a municipal project.

DistrictR will create the portal, maintain this tool and run the initial training programs for it (with our coordination). Citizens will be able to submit full maps, partial maps, comments or communities of interest representing the geographies they feel represent themselves. These maps, along with public testimony, will be key in creating a larger picture for commissioners to understand the complex communities of interest contained within the nine district boundaries.

An example portal that DistrictR has made is available here: https://www.michigan-mapping.org/

More examples of DistrictR's public work is available in Appendix C

Redistricting Software is inherently compatible with other redistricting software, where all software can produce and open block equivalency files or .shp files. All files generated by the community mapping tool or public testimony can ultimately be saved and exported as .shp files which will be compatible with city's ESRI ArcGIS software.

While commissioners and the public will use DistrictR, Haystaq Mappers will use CityGate's AutoBound for Redistricting (which is built on top of ArcGIS). The use of AutoBound software gives us the ability to bring in additional data sets, open files submitted from people using other software and allows us to run more complex reports. If any commissioners wish to also use AutoBound, additional copies and licenses can be supplied at cost. Haystaq can give commissioners a quick tutorial on AutoBound and point them at other training resources.

AutoBound also allows us to turn on snapshots so that we can have a historical record of every change Haystaq made to any map. For Haystaq produced maps, we would record hourly snapshots of the map in progress to create more transparency, as well as create thorough

documentation in the case of litigation. Any change to the initial map would be intended to meet one of the criteria set forth in the commission's directions. The mapping process would be an interactive process based on all of the criteria stated above. Once the initial draft maps are presented and feedback is given, we would prepare a version of the map including all the requested final modifications. Final maps can be produced in a number of formats including block equivalency files, .shp, .kml or .pdfs. Reports on compactness and demographics of each district would be included.

2.B -- Task 2

Obtain, verify, update, and maintain accurate Census and other geographic and demographic data necessary to create a legally compliant and defensible redistricting solution, including, but not limited to current City Council district boundaries, Census geography and PL 94-171 data. 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. If secondary data is required to perform the scope of work, Contractor is responsible for verifying and maintaining any additional electronic repository for the duration of the contract.

2.B.1 Census Delays

The US Census is now saying that they will release the finished PL 94-171 Redistricting files on September 30, 2021. However, they have promised to release the Legacy Format Redistricting Summary Data (that can be processed into the PL files) in mid-August. We believe that the California State-wide Database will be doing Prisoner Reallocation off of the August release and that they are saying that work will take "up to" six weeks, making that data also available in late September.

In the meantime all of the 2020 Tigerline data, including the new definitions of census blocks has already been released and groups like the Redistricting Datahub (https://redistrictingdatahub.org/) have used 2019 American Communities Survey (ACS) population projections and adjusted them to the 2020 census geography. So until the final PL94-171 data is ready, it is still possible to do some analysis of existing populations and districts (but it isn't possible to draw final maps).

2.B.2 Sources of Data

We anticipate sourcing data from 4 main sources. Primarily from the Census, which would include TIGER/Line Shapefile 2020 Data, which is already Available, as well as PL94-171 when it becomes available at the end of September. The TIGER/Line Shapefiles are extracts of selected geographic and cartographic information from the Census Bureau's Master Address File (MAF)/Topologically Integrated Geographic Encoding and Referencing (TIGER) Database

(MTDB). The shapefiles include polygon boundaries of geographic areas and features, linear features including roads and hydrography, and point features, while PL94-171 will include population data which can be joined together to give a base understanding of the people who live in the city of San Diego. Although it may not be considered data in the traditional sense, we will also ensure that citizen submitted communities of interest are given consideration alongside all other map-drawing criteria and that this input can be visualized alongside the Census data.

Additionally, we will integrate data from the Statewide Database: PL94-171 data, including Prisoner Reallocation, Voter Registration, and Precinct Level Election Data. DistrictR & AutoBound will be able to process and visualize much of the above data into layers for display and consideration during line drawing. If desired, Population Projection Data can be integrated from the Redistricting Data Hub. This carefully modeled and vetted data can serve as additional information for commissioners and the public. We will work with the Commission and people of the City to identify other potential sources as needed, which could include the City of San Diego, or Secretary of State.

2.B.3 Data for VRA Analysis

During the process of draft-map creation, we should be able to use Census CVAP data to show that VRA districts are minority majority. Our team is ready and willing to work with a VRA expert to pull the data required for a Racial Bloc Voting Analysis. Haystaq is capable of doing racially polarized voting/racial bloc voting analysis, or can work directly in collaboration with your VRA expert. While we maintain a high level of knowledge about the Voting Rights Act and the legal requirements of redistricting, we are not lawyers. If Haystaq were to run the Racial Bloc Voting analysis, while we could do a high level summary of the findings, we would rely on your legal team to determine if it demonstrated compliance.

2.C -- Task 3

Facilitate mapping exercises at Commission meetings and/or public hearings, including providing demonstration and/or hands-on training related to description of features and instructions for use.

As mentioned before, we believe strongly in the collective process of redistricting and in the importance of public participation. Part of this means making accessible tools and providing detailed training for the public and the Commission. We will create a training presentation and/or video to be used during public input meetings. Of course, we will be on hand and available during meetings to answer questions. DistrictR can also do a separate training session with the commissioners for its tool.

2.D -- Task 4

Prepare redistricting proposals as requested by the Commission, including technical reports and analysis for drawn maps that compute measures and evaluate requirements associated with redistricting, including but not limited to, contiguity, compactness, communities of interest, etc., during the mapping process.

In regards to Scope of Work Task 4, the Haystaq team is extremely well disposed to creating clear, concise reporting tools to communicate with the Commission and people of the City. We will work with commissioners to define reports, customizing what features the commission deems necessary, ranging from splits reports, compactness, and demographic information, all with the goal of VRA compliance and keeping communities united within their districts.

Haystaq will create and run reports on all maps drawn by our team, as well as all maps submitted by commissioners or the public, with the option to combine districts from separate maps if requested. Additionally, we will summarize any drawing instructions given to Haystaq by the Commission.

2.E -- Task 5

Given current COVID-19-related public meeting protocols, prepare a plan describing how to conduct public redistricting meetings under these circumstances, including how the Contractor would actively participate in and provide meeting services remotely. Contractor shall be available to potentially participate in a minimum of nine public hearings before the preparation of a preliminary plan, and five public hearings after the filing of the preliminary plan.

Even as regulations about in-person gatherings continue to change due to the evolving nature of the COVID-19 Pandemic, Haystaq plans on attending all meetings virtually, and urges the commission to keep public hearings online for public safety, accessibility, and cost.

The benefits of meeting virtually far outweigh the expected risks and costs associated with in-person hearings. All public-facing accountability and transparency measures, such as screen sharing and live line drawings or demonstrations can easily be done via a video-capable platform like Zoom. As we have outlined in our Requested Exceptions section, our default understanding is that all meetings will be virtual.

Our plan for these virtual meetings is to actively screen share our interface of the software AutoBound. All maps on the agenda for discussion can be pre-loaded and ready to open, as well as the capability to zoom in on areas of interest as citizens are talking.

2.F -- Task 6

Review redistricting proposals submitted to the Commission to determine demographic profile and conformance with redistricting laws and requirements, and assist preparing responses where necessary.

At Haystaq we specialize in data. Not only do we have extensive experience with the modeling required to create map reports and profiles, but we also have the ability to translate this information into reports that are easily understandable. When we receive submitted electronic maps we can easily change them into the standard redistricting formats, run the same reports on them that we run on commission produced maps and work with the commission to understand the strengths and weaknesses of those maps.

2.G -- Task 7

Produce technical reports and analysis needed to adopt and defend the final redistricting plan.

In addition to running our standard reports and summarizing our analysis of the presented plans, we will make sure that all map drawing is thoroughly documented. We look forward to working with the commission to create final reports and summations, as well as making sure to archive all work products related to the final map for accountability and transparency, and to support the legal team in the event of any litigation. Finally, we would create copies of the final map in all formats (.shp, block equiv, .kml, .pdf).

3. Firm Capabilities

3.A Staffing Plan

This product will be staffed by Andrew Drechsler as the Account Manager (he will handle all billing and contract issues), one Senior Project Manager/Senior Consultant (either Brad Wieneke, Willie Desmond or Ken Strasma), one Data Analyst/Map Drawer (either Adriana Rogers, Sivan Tratt, Kristen Akey) and supplemental support staff as needed.

Below are some simple writeups on our potential staff. Resumes are attached in an appendix.

Name:	Andrew Drechsler	How long with company?	13 years
Current position in company:	President	How long in position?	6 years
Position for the Services:	Account Manager		
What primary functions will be assigned?	Andrew will process all contracts and invoices and serve as the liaison with the procurement officer.		

Experience in performing services like those that are to be assigned:	For most of his tenure at Haystaq, Andrew has carried out a similar role with Haystaq's clients. In 2011 he worked with AIRC staff to ensure meetings were properly staffed and members were prepared to present or map depending on the meeting. He has held similar roles for other major Haystaq clients from Presidential campaigns to Fortune 500 clients.
Job-related training and education:	Andrew has over a decade of hands-on experience in this role at Haystaq. His more formal training includes an MBA from Johns Hopkins University. Prior to joining Haystaq worked as a Presidential Schedule C appointee at the Department of Interior. He worked closely with Secretary Bruce Babbitt in his role as Deputy Director of Scheduling and Advance. In this role, he worked closely with intergovernmental leaders from the local to national level. Directly prior to Haystaq, Andrew worked at the research arm of a Fortune 500 company where he oversaw the field department responsible for 1oos of projects conducting research with everyday Americans to firefighters to surgeons. Research was conducted in multiple states and on four different continents. Furthermore he oversaw a yearly budget of nearly $10 million.

Name:	Brad Wieneke	How long with company?	12 years
Current position in company:	Sr. Vice President	How long in position?	6 years
Position for the Services:	Senior Consultant		
What primary functions will be assigned?	Giving directions to and overseeing the data analyst assigned to the project. Line drawing at the commission's direction. Running compactness, splits, competitiveness, COI or other reports. Providing training on mapping tools for commissioners and supporting followup requests. Doing Presentations for the commission or public.		
Experience in performing services like those that are to be assigned:	Brad was the primary map drawer in 2011 for Fair Districts Now Florida. In this role he created and compared hundreds of congressional, state senate and state house maps. He created contintiguaity, compactness, splits and demographic reports for the client and worked on presentations and legal documents. Brad ran the online map submission website that used Maptitude Online Redistricting for the AIRC in 2011. He also processed maps submitted to the commission through other means and made these available to the commission and public. Brad's primary job for Haystaq when not redistricting is acting as the company project manager as well as client management and oversight of Haystaq's technical team and product suite.		

Job-related training and education:	UCLA ANDERSON SCHOOL OF MANAGEMENT Los Angeles, CA MBA June 2006 Middlebury College Middlebury, VT B.A. Computer Science May 1996

Name:	William Desmond	How long with company?	14 years
Current position in company:	Vice President	How long in position?	6 years
Position for the Services:	Senior Consultant		
What primary functions will be assigned?	Giving directions to and overseeing the data analyst assigned to the project. Line drawing at the commission's direction. Running compactness, splits, competitiveness, COI or other reports. Providing training on mapping tools for commissioners and supporting followup requests. Doing Presentations for the commission or public.		
Describe person's experience in performing services like those that are to be assigned:	Willie served as the lead map drawing consultant to the 2011 Arizona Independent Redistricting Commission. In this role, he worked closely with Commission members, AIRC staff, and the commission's legal team. During the initial public comment phase of the process the role involved traveling to public hearings around the state, giving a presentation on the redistricting process and the Arizona Constitution and soliciting input on mapping priorities. During the mapping phase, Willie produced dozens of maps in response to direction given by the Commissioners and supporting documentation to expand on those maps. Furthermore, he attended all commission meetings during the mapping phase. These meetings often included soliciting public comment, the presentation and exploration of maps produced in response to commissioner direction, hours of public mapping, and instruction for further maps. Once the maps were approved, Willie worked closely with the Commission's legal team to both prepare for DOJ preclearance (no longer a requirement) and to provide technical assistance in responding to various legal challenges.		

List person's job-related training and education:	Arizona State University Tempe, AZ MBA June 2015 The George Washington University Washington, DC BA - Political Communications June 2006

Name:	Ken Strasma	How long with company?	18 years
Current position in company:	CEO	How long in position?	18 years
Position for the Services:	Senior Project Manager		
What primary functions will be assigned?	Serve as in-house consultant and guru for the mapdrawing staff.		
Experience in performing services like those that are to be assigned:	Three decades of experience in redistricting, including data preparation, map drawing and collecting public input. Supervised map drawing team for AIRSC in 20011. Served as lead analyst in preparing demographic and election data used in Arizona's successful submission for Department of Justice pre-clearances in 2011.		
Job-related training and education:	BA in Political Science from the University of Wisconsin. Proficient in Geographic Information Systems (GIS), SQL databases, and various computer programing languages used for data processing. Has both attended and presented at dozens of redistricting trainings across the country.		

Name:	Adriana Rogers	How long with company?	1.5 years
Current position in company:	Data Analyst	How long in position?	~1 year
Position for the Services:	Data Analyst/Map Drawer		
What primary functions will be assigned?	Line drawing, including receiving and standardizing map submissions and testimony, retrieving and loading Census, election results, and voter file data. Meeting support, including preparing materials for public meetings, materials for trainings, screen sharing, answering questions.		

Describe person's experience in performing services like those that are to be assigned:	At the Redistricting Data Hub, Rogers is leading a data validation project of precinct shapefiles and election results. This project includes tracking new updates to files from data partners, creating data validation scripts, writing publicly accessible reports, and training new members of the team in the process. Rogers is also involved with making a voter file available publicly on the RDH website, aggregated at the Census Block level. Rogers created population projections for the purpose of redistricting, projecting population at the Census Block level out to 2030. At Haystaq, Rogers maintains internal data pipelines, and communicates technical information with non-technical clients. With this experience, Rogers is qualified to assist line drawing data needs, and with meeting support.
List person's job-related training and education:	B.A. in Computer Science & Mathematics, with a minor in Political Science, Lewis & Clark College. Voting Rights Data Institute Fellow at the Metric Geometry and Gerrymandering Group, Tufts/MIT.

Name:	Sivan Tratt	How long with company?	< 1 year
Current position in company:	Data Analyst	How long in position?	< 1 year
Position for the Services:	Data Analyst/Map Drawer		
What primary functions will be assigned?	Line drawing, including receiving and standardizing map submissions and testimony, retrieving and loading Census, election results, and voter file data. Meeting support, including preparing materials for public meetings, materials for training, screen sharing, answering questions.		
Experience in performing services like those that are to be assigned:	Sivan is a Data Analyst with Haystaq DNA. She is playing an assisting role for many ongoing projects, mainly focused on outreach and communications, as well as GIS and data analysis. Sivan completed a 4 month internship with tax-compliance software startup, Avalara, in Seattle. While in that position, her role included researching shapefile and other geographic data in order to complete a detailed and accurate map of Florida which included layers of every tax jurisdiction in the state. She also helped validate other maps and led training sessions on GIS principles to help improve the accuracy of the other line drawers with Avalara's international team. She has training in GIS/Esri products such as ArcMap Desktop, ArcGIS Pro, ArcGIS Online and QGIS. She was a GIS lab assistant at Macalester College		

Job-related training and education:	B.A. in Geography, with a concentration in Food, Agriculture, and Society, and minor in Spanish. Macalester College, St. Paul, MN, 2020 GIS Lab assistant, Macalester College: September 2019- May 2020 GIS Intern, Avalara: May 2018- September 2018

Name:	Kristen Akey	How long with company?	< 1 year
Current position in company:	Data Analyst	How long in position?	< 1 year
Position for the Services:	Data Analyst/Map Drawer		
What primary functions will be assigned?	Line drawing, including receiving and standardizing map submissions and testimony, retrieving and loading Census, election results, and voter file data. Meeting support, including preparing materials for public meetings, materials for trainings, screen sharing, answering questions.		
Describe person's experience in performing services like those that are to be assigned:	Experience in data collecting, managing, and analysis. Experience with Maptitude software for redistricting from working at the Redistricting Data Hub Is familiar with other GIS softwares such as ArcGIS and QGIS.		
List person's job-related training and education:	Currently completing a master's degree in applied statistics and data science at Columbia University, expected to finish this spring. Master's thesis analyzes how majority-party legislators redistrict with donors and wealth concentrations in mind. Worked as a Data Fellow in the summer of 2020 for the Redistricting Data Hub, contributing to the data validation project, mapping projects, and creating educational tools to explain redistricting to community organizers. In 2019, was a Research Fellow at the Voting Rights Data Institute. Some projects included modeling ecological regression to analyze racially polarized voting patterns, compiling Census, election, and geographic data for previous VRA counties in California, and implementing simulation algorithms to analyze current redistricting plans to an ensemble of plans.		

3.B Prior Redistricting Projects

3.B.1 Arizona Independent Redistricting Commission 2011

In 2011 we served as the mapping consultants to the Arizona Independent Redistricting Commission, helping the AIRC to create the first set of maps in Arizona's history to receive DOJ preclearance on the first try. Additionally, the commission's congressional and legislative maps will remain unchanged for the full ten-year cycle between censuses and survived two cases brought forth to the US Supreme Court.

As part of the litigation surrounding these maps Haystaq's Willie Desmond, provided testimony to a panel of 3 Federal Judges as part of Harris vs. Arizona Independent Redistricting Commission case relating to acceptable population deviations to comply with the FVRA which was eventually decided by the United States Supreme Court.

3.B.2 Florida -- Fair Districts Now 2011-2015

We worked closely with Fair Districts Now from 2011-2015 to fight gerrymandering and redraw some of the illegal districts in the maps created by the Florida legislature. Elements of the current US House of Representatives and State Senate maps in Florida, which were selected by the Florida State Supreme Court, were drawn by our team.

Haystaq's Brad Wieneke was deposed as part of these cases and a contractor that Haystaq still employs, John O'Neill, provided testimony in two trials.

3.B.3 Forward Majority/Fair Democracy Pennsylvania 2017-2018

In late 2017 and early 2018 Haystaq worked with Fair Democracy to help shape Pennsylvania's updated Congressional map by submitting alternatives to the court which were able to document the feasibility of fairer maps. The project's scope included creating custom population estimates to approximate current populations, building a full vote-history database with past election results disaggregated to the census block level, and the development of several custom reports. While not blind to the general districts of sitting representatives, incumbency was not considered as a major component of the maps.

3.B.4 Redistricting Data Hub

The nonpartisan Redistricting Data Hub was founded by experts with backgrounds in pioneering redistricting legal cases, the establishment of independent redistricting commissions, and related ballot initiatives. Their goal is to provide individuals, civic organizations, and good government groups the data, tools, and knowledge to participate effectively in redistricting processes by learning how to define their communities, provide meaningful public input, recognize gerrymandering, and advocate for fair and legal maps. Haystaq staff has provided data analytics consulting and redistricting expertise to the Redistricting Data Hub since its inception.

Appendix A -- Resumes

Andrew Drechsler

Washington, DC

PROFESSIONAL EXPERIENCE

HAYSTAQ DNA (Washington DC)
President – January 2015 to Present
Vice President of Strategic Services – July 2008 to January 2015

Oversee the day-to-day operations of the company and perform as a key member of the data analytics team. Since 2008, the company has done the microtargeting for the Obama For America Campaign, Bernie Sanders 2016 & 2020 Presidential Campaign, hundreds of US Senate, Gubernatorial, and Congressional races and a dozen international campaigns. Numerous redistricting projects including the AZ Independent Redistricting Commission and most recently co-founder of the Redistricting Data Hub. Since 2010, the company has been involved in applying data analytic solutions to corporate companies. Clients include Volkswagen of America, CBS, HBO, Proctor and Gamble, and Miami Dolphins.

Redistricting Experience

- Served as Project Manager for the Arizona Independent Redistricting Commission - worked closing with the Commission and AIRC Staff to oversee over 50 public hearings and dozens of public meetings. Was the day to day liaison between AIRC and our firm. Help develop and implement the categorization of over 10,000 public comments. Provided training on Maptitude and Maptitude Online Redistricting to the AIRC and the public.
- Served as a map drawer and analyst for Fair Districts Now Florida (FDN) during the 2011 redistricting cycle
- Support the Racial Block Voting Analysis on behalf of FDN and AIRC
- Drew multiple VRA compliant minority majority districts on behalf of FDN
- Imported census data and other block group level data into Maptitude on behalf of FDN and AIRC
- Ran splits reports for hundreds of maps on behalf of FDN and AIRC
- Analyzed and created summaries on hundreds of redistricting maps on criteria such as compactness, competitiveness and county lines on behalf of FDN and AIRC
- Co-founded nonpartisan Redistricting Data Hub with the objective to make all the data and knowledge necessary to effectively participate in the redistricting process widely available for all 50 states
    - Helped build a team of 10 Data Analysts and Support staff
    - Held calls with dozens of experts from civil rights and good government groups to ID common data needs

Key member of the data analytics team

Perform data analysis and prepare graphs, charts and maps to display data and analysis results in a meaningful way. Regularly analyze datasets to find additional opportunities and increase the ROI for clients. Work closely with clients to make data actionable for real life execution. Have

assisted clients in various channels of outreach including digital, addressable television, direct mail, door-to-door canvasing, email and network television.

Lead the sales and marketing operation

Work to find new business opportunities in a variety of different sectors. Conduct outreach to high-level principals in various sectors to demonstrate how services can improve their objectives whether it is finding additional sales opportunities or persuading a voter. Work closely with potential clients to identify objectives and deliver proposals that meet clients' needs and budget. Lead person in client pitches. Oversee the marketing of the company at conferences, trade journals or targeted online advertising.

Oversee all aspects of the business

Responsible for general business operations, all HR functions and contracting.

KRC RESEARCH (Washington, DC)
Vice President – April 2004 to February 2009
Financial Manager/Field Director – July 2001 to April 2004
Oversaw the financial and field operations of a $12 million company. Worked closely with the president to project and plan monthly and quarterly budgets. Oversaw payments of nearly $6 million per year in expenditures to network of over 50 vendors. Assisted the executive vice president with workflow management for a staff of 30 employees.

US Department of the Interior (Washington, DC)
Deputy Director – Secretary's Office of Scheduling and Advance – August 2000 to January 2001
Special Assistant – Office of Surface Mining – October 1999 to August 2000
Schedule C Presidential Appointee responsible for all aspects of daily and long-term scheduling for Presidential Cabinet Member. Designed, developed and organized message events in conjunction with the communications, legislative and political goals of the Interior Department. Traveled in advance of Interior Secretary, coordinating all logistical components of official and political objectives of the Interior Department.

EDUCATION

JOHNS HOPKINS UNIVERSITY, CAREY BUSINESS SCHOOL, (BALTIMORE, MD), May 2006
Master of Business Administration, Concentration in Finance

RIPON COLLEGE, (RIPON, WI), May 1997
Bachelor of Arts, Majors: Economics, Global Studies and Politics & Government
Semester Abroad: ACM Zimbabwe Program, Spring 1995

Bradley J. Wieneke

Middleton WI, 53562

PROFESSIONAL EXPERIENCE

HaystaqDNA Jersey City, NJ/Washington, DC/Rancho Palos Verdes, CA/Middleton, WI

The predictive analytics firm HaystaqDNA pioneered the practice of political microtargeting and use of big data in the Obama 2008 Campaign and further honed it for Bernie Sanders' historic 2016 run. The company has successfully transitioned the same technology to empower corporations to tune their messages and channels to target individual consumers.

Vice President Apr. 2009 – Present

- Served as the primary map drawer and analyst for Fair Districts Now Florida (FDN) during the 2011 redistricting cycle
- Supported the Arizona Independent Redistricting Commission through maintaining the Maptitude Online Redistricting platform and overseeing the acceptance and archiving of public maps submitted through the system
- Performed Racial Block Voting Analysis on behalf of FDN using R
- Drew multiple VRA compliant minority majority districts on behalf of Fair Districts Now
- Imported census data and other block group level data into maptitude
- Analyzed and created summaries on hundreds of redistricting maps on criteria such as compactness, competitiveness and county lines
- Lead Data Modeler for Bernie Sanders' 2020 Presidential Campaign. Created state specific support and turnout models for all states through Super Tuesday
- Leads a staff of four to eight professionals across the data analytics, programming and IT/Operations teams.
- Product Manager for all product lines, including Haystaq's Automotive offering and its line of National Political Models.
- Oversees improvements and adoption of new algorithms/technologies to the company's predictive analytics processes. Sets the standards for the QA of predictive models. Created the requirements for the data visualization toolkit.
- Developed the concept and oversaw the creation of Haystaq's National Political Models. This product gives scores to 180M voters on 60+ political issues. Campaigns can add these scores to any voter file, or they can use them to directly buy digital ads through a DMP. Haystaq's models have been used by campaigns ranging in size from local city council seats up to presidential runs. Haystaq and its partners sold $1.5M worth of these models in the 2016 election cycle.
- Project Manager for Haystaq's work for Bernie Sanders' 2016 & 2020 Presidential Campaign. Created the continual dialing program which did survey sampling every day in 25 states. Acted as a stand-in for the campaign's Data Director position.
- Coordinated code changes to standardize the core code and ensured that Haystaq's modeling, scoring, post processing and QA processes work for both commercial and political projects. Created a consistent QA process.
- Oversaw the transition away from collocated servers to Amazon's AWS infrastructure.
- Managed the six-person Automotive Microtargeting Engine (AME) team. AME allows Auto OEMs to select the best 'conquest' targets (customers that own other brands) for new car sales campaigns.
  AME has secured three purchase orders with Audi of America valued at more than $1M each.
  Compared to traditional automotive list providers, the models within AME show up to 80% higher conversion rates on email and direct mail campaigns.
  AME consists of: 1. A back end that ingests recurring feeds of CRM data, commercial consumer data, proprietary Haystaq data, and auto industry data to create marketing models that can select the best

consumers for exposure to a given marketing campaign. 2. A web/mobile front end that allows users to select universes via model scores and commercial data flags to create and export contact lists.

- Trained most of Haystaq's junior analytics staff.
- Technologies used include: Python, Pandas, scikit-learn, Spark, SPSS/Modeler, SQL, R, Maptitude, Esri

EDUCATION

UCLA ANDERSON SCHOOL OF MANAGEMENT — Los Angeles, CA
MBA — June 2006

Middlebury College — Middlebury, VT
B.A. Computer Science — May 1996

William Desmond

Professional Experience

HaystaqDNA January 2014 – Present
Vice President

- Worked on behalf of a non-partisan (c3) organization to develop and submit "friend of the court" maps as part of 2018 Pennsylvania redistricting case. The project's scope included creating custom population estimates to approximate current populations, building a full vote-history database with past election results disaggregated to the census block level, and the development of several custom reports.
- Served as liaison to / Director Director of 2016 Bernie Sanders Presidential Campaign. Role included working closely with senior staff to implement analytics solutions. Guided in-house data team.
- Created custom graphics, maps, and charts that were used to inform current clients about their predictive models and to visualize complex combinations of data.
- Geographically analyzed microtargeting model data in conjunction with Nielson television data to advise media clients on programing choices, advertising strategies, and audience demographics.

Strategic Telemetry June 2006 - December 2013
Senior Analyst

- Lead mapping consultant / GIS specialist to the Arizona Independent Redistricting Commission, responsible for drawing the Congressional and Legislative districts used for the 2012-2020 elections.
- Attended & participated in dozens of public mapping meetings, public hearings, and redistricting commission business sessions in role
- Following commission instruction, created dozens of individual maps for Arizona's Congressional and State Legislative Districts
- Provided advice and analysis to the Commission pertaining to Arizona's Constitutional Criteria, the Voting Rights Act, and proposed district boundaries.
- Produced custom research and reports for the commission's redistricting preclearance application to the United States Department of Justice. For the first time in Arizona history both maps achieved preclearance for sections two and five of the Voting Rights Act on the first try.
- Presented information about Arizona's redistricting process, law, and history to members of the public at dozens of public hearings held around the state.
- Served as an expert witness in Federal Court explaining the redistricting process.
- Worked with Commission staff to answer public and press inquiries about proposed and final maps.
- Served as On-Site Liaison to the Obama for America Campaign in 2008. Coordinated microtargeting model updates, facilitated communication between Obama targeting/data teams and Strategic Telemetry, and participated in technical and operational planning of Election Day boiler room

Education

Arizona State University	Tempe, Arizona
Master of Business Administration	2014 - 2015
The George Washington University,	Washington DC
Bachelor of Arts - Political Communication	2002 - 2006

Ken Strasma

Career profile: Pioneer in the field of predictive analytics and big data. Founder of one of the first firms specializing in predictive analytics for political campaigns in the United States. Since then has expanded to offering predictive analytics and data services to commercial and political clients in four continents.

Professional Experience

1/1/2012 – present: Founder and CEO, HaystaqDNA
Founded a big data and predictive analytics firm focused on taking the political microtargeting pioneered by his firm Strategic Telemetry, and bringing it to the commercial world.

10/01/2003 – present: Founder and President, Strategic Telemetry
Founded Strategic Telemetry to bring individual-level microtargeting to progressive campaigns and organizations. Has provided microtargeting and other data analytics to hundreds of campaigns and organizations, including three presidential campaigns.

2007 – 2008: National Targeting Director, Obama for America
Served as the lead targeting consultant, and produced the microtargeting models used by the successful Obama for President campaign.

2003 – 2004: National Targeting Director, Kerry for America
Served as the lead targeting consultant, and produced the microtargeting models used by the Kerry for President campaign.

1997 – 2003: Research Director, National Committee for an Effective Congress
Recruited and supervised a large team responsible for compiling and analyzing precinct-level election results. Served as the liaison to the Democratic Party's national redistricting effort in 2001. Supervised large map drawing staff working on congressional and state legislative redistricting. Set up redistricting datasets for all 50 states.

1996 : Director, Minnesota State House Democratic Caucus
1995: Director, Wisconsin Senate Democratic Caucus
1992 – 1994: GIS Analyst, Wisconsin Assembly Democratic Caucus
1991: Lead programmer and statistician, Wisconsin Assembly Democratic redistricting office.
1986: Manager, Metz for Lt. Governor
1985: Support staff, University of Wisconsin Agricultural Economics Statistics office.

Education

Bachelor of Arts in Political Science - University of Wisconsin, 1991

ADRIANA ROGERS
Portland, OR

EDUCATION

Lewis & Clark College Portland, OR
BA, Computer Science and Math, minor in Political Science, summa cum laude 2019, 3.95 GPA

RELEVANT SKILLS & ACADEMIC ACHIEVEMENTS

Computer Languages	Python, Java, SQL
Software & Tools	GIS, familiar with mapping tools used for redistricting, including Maptitude for Redistricting, Districtr, and Dave's Redistricting App
Data Set Experience	Experience working with and making use of: Census PL 94-171 data, Census TIGER/Line shapefiles, ACS estimates data, voter file data, precinct-level election results and shapefiles, legislative boundary shapefiles
Academic Honors	Pi Mu Epsilon math society, Phi Beta Kappa academic honors society, Barbara Hirschi Neely Scholar (full-tuition merit award)

EXPERIENCE

HaystaqDNA Data Analyst Remote
Began as an intern in Washington, DC in Aug., 2019 *Jan., 2020 - Present*

- **Redistricting Data Hub (RDH) - Consulting:**
  - Creating a central hub of all redistricting data that is needed for individuals, community groups, commissions, and others interested in getting involved in the redistricting process. **Familiar working with Census data as related to redistricting**, as it is made publicly available on the RDH website.
  - Collecting feedback from stakeholders to cater the data that is available on the RDH website to the needs of community groups, as they prepare for redistricting.
  - Validating precinct shapefiles and election results being collected by partner academic groups, and writing reports that are publicly available online.
  - Processing a national voter file with data for over 200 million voters to be made publicly available at the Census Block level; including, aggregated voter registration, vote history, and commercial data, with the goal of making voter file data a resource for communities of interest.
  - Creating national population projections for 2021-2030 at the Census Block level, available publicly on the RDH website.
  - Overseeing the data validation work of six data fellows, and training five new full time hires in the redistricting process and data used for redistricting.
  - Participating in Community of Interest summits and other conversations with the various mapping platforms and tools that were created in recent years, in order to ensure compatibility between one another for users. Gaining feedback from stakeholders as to the needs of these mapping tools, and communicating those needs to them. **Knowledge of applying GIS-related databases to redistricting.**
  - Overseeing the technical infrastructure of the RDH, including managing and training on best security practices, setting up data storage warehousing, website backing, and database management using Amazon Web Services S3 and Redshift.

- Completing projects on an as needed basis, including using predictive modeling to predict voter support for candidates and voter turnout in elections.
- Maintaining data ingestion, cleaning, and transformation on a continual basis for large data sets used for predictive modeling and micro-targeting.
- Providing data support to clients, including for political campaigns and commercial businesses.

Voting Rights Data Institute Research Fellow Boston, MA
Metric Geometry and Gerrymandering Group at Tufts University/MIT Jun-Aug, 2018

- Studied the Voting Rights Act, including the Gingles criteria, and recent redistricting cases, including outcomes around communities of interest. **Studied the Federal Voting Rights Act of 1965** in an academic setting.
- Researched the mathematics of redistricting in an effort to prepare quantitative tools to be used by expert witnesses in court cases regarding redistricting and voter suppression.
- Studied compactness metrics and a discrete version of the widely-used Polsby-Popper score.
- Assisted developing an ecological inference tool to determine if racially polarized voting occurs.

SIVAN TRATT

sivan@haystaqdna.com
(206) 422-9724

ACADEMIC BACKGROUND

Macalester College | Class of 2020
Bachelor of Arts, graduated cum laude
Geography major | Spanish minor
Concentration in Food, Agriculture and Society
Co-President: Gamma Theta Upsilon:
The International Geographic Honors Society
Recipient: David A. Lanegran Award in Geography

Universidad de Buenos Aires: CABA, Argentina
Institute for Study Abroad: Butler University
Argentine Universities Program
Facultad de Filosofia y Letras: Spring Semester 2019

RELEVANT EXPERIENCE

Data Analyst: HaystaqDNA | Remote: 03/21 - present
Currently working as a Data Analyst. My responsibilities include writing code to ingest demographic data, map making and geographic analysis for internal use as well as map making for clients. My role also includes redistricting meeting support, line drawing, and RFP response writing and research.

Meatmonger: St. Paul Meat Shop | St. Paul, MN: 06/20 - 03/21
Working behind the counter at a whole animal butcher shop, deli, and grocery, my role included customer service, sales, and order fulfillment for customers. Meatmongering requires knowledge about sustainable farming and animal husbandry practices, as well as an ability to cook and explain all the cuts of meat and locally sourced grocery products we sell.

Graphics Intern: Institute for Agriculture and Trade Policy | Minneapolis, MN: 01/20 - 05/20
Collaborated with IATP's policy research team to create a series of illustrated infographics detailing the relationship between agro-ecology and food sovereignty.

GIS Lab Assistant: Macalester College | St, Paul, MN: 09/19 - 05/20
While working in the Macalester Geography Department's GIS Lab, my responsibilities included assisting students with lab and class projects using the ArcMap desktop, online, and pro software. I used creative problem solving and my knowledge of GIS concepts to explain spatial concepts to students, as well as give feedback on cartographic visual elements, design, and geoprocessing.

Preceptor: People, Agriculture, and the Environment | St, Paul, MN: 09/19 - 12/19
TA'ed for Professor Bill Moseley's intro to human-environment geography with an emphasis on food systems and development. I held weekly office hours and assisted students with research and writing, as well as grading assignments and giving feedback.

Macward Bound Coordinator | St, Paul, MN: 05/19 - 09/19
Organized a backpacking trip in northern Minnesota for 60 incoming first year students. Duties included menu planning, logistics, training student leaders, and risk management.

GIS Intern: Avalara | Seattle, WA: 05/18 - 09/18
Worked with a team of GIS administrators and software developers to construct map databases for Avalara's proprietary software. The maps my team and I made detailed tax jurisdictions and were key in the success of the company's tax compliance services. My duties were expanded to include editing and approval of final maps submitted by contractors. Additionally, I created and led several virtual trainings on GIS and cartographic concepts for the international team based in Pune, India.

SKILLS

ESRI ArcMap Suite, QGIS, Python, Adobe Illustrator + Photoshop, Advanced fluency in Spanish

KRISTEN AKEY

EDUCATION

Columbia University, Graduate School of Arts and Sciences
Master of Arts, Quantitative Methods in the Social Sciences, Data Science Focus **April 2021** Thesis: "Redistricting Wealth: How Majority-Party Legislators Use Wealth and Donors to their Advantage"

Columbia University, Barnard College
Bachelor of Arts, Major: Political Science; Minor: Religion, Athena Scholar Designation **May 2020** Thesis: "Financing Ideology: The Implications of Campaign Contribution Limits on the Number, Funding Sources, and Ideologies of State Legislative Candidates"
Awards: Mapbox Election Mapping Challenge Project Winner, Emerging Digital Designer Grant, Pi Sigma Alpha Honor Society, Dean's List, Beyond Barnard Internship Fund, Jessica E. Part '89 Community Service Fund

TECHNICAL SKILLS

Python, R, Stata, QGIS, ArcGIS, HTML/CSS, Git/GitHub
• Statistical modeling, machine learning, geospatial analysis, NLP/text analysis, web scraping, APIs , data visualizations

RELEVANT EXPERIENCE

Columbia University Sociology Department, New York, NY **March 2021 – Present** *Project Assistant to Professor Andreas Wimmer*

• Web scraping parliamentary speeches and debates of several countries to analyze and compare word usages and meanings **Columbia University Institute for Social and Economic Research and Policy,** New York, NY

Research Assistant to Professor Josh Whitford **June 2020 – Present** • Developing data-driven tools using Python to automate and validate tasks at New York City Department of Buildings • Coded algorithm to locate building merges and proactively find potential building demolitions/areas of tenant harassment • Created automated web scraping program to collect information on millions of observations related to NYC buildings **Redistricting Data Hub,** Remote

Data Fellow **May 2020 – Aug. 2020** • Data wrangled demographic, geographic, and election data to validate partner organizations' data and shapefiles • Developed educational tools to explain redistricting to community members using data and artistry • Created R scripts to export election results for any state at various geographic-levels and by alternative voting modes • Analyzed political donor data in relation to state senate redistricting plans from the 1990s and 2000s **Columbia University Digital Humanities Center, "(Un)Silencing Slavery"**, New York, NY

Project Assistant to Professor Celia Naylor **Oct. 2019 – May 2020** • Collaboratively designed an interactive data visualization of names and experiences of enslaved people in Jamaica **Voting Rights Data Institute**, Tufts University/Massachusetts Institute of Technology, Cambridge, MA *Research Fellow* **June 2019 – Aug. 2019** • Modeled ecological regressions for several elections to analyze RPV (racially polarized voting) patterns • Implemented Markov chain Monte Carlo (MCMC) algorithms to create ensembles of redistricting plans • Compiled data-rich population information for states and cities at the census block and VTD (voting tabulation district) levels • Coded visualizations of districting plan ensembles in order to evaluate the diversity of plans and the mixing of MCMC algorithm

RELEVANT PROJECTS AND PAPERS

"The Effect of Nested Districts on State Legislators' Political Ambition" (Data Analysis Independent Project) **2020** • Conducted statistical modeling to analyze how nested districts affect the rate that state house

members run for state senate Interactive Dashboard Development and Data Visualization Projects (projects linked) **2020** • R Shiny: "Tracking Wisconsin 2020 Absentee Ballots"; "Where Can New Yorkers Travel or Hang-Out Safely During Covid-19" • Data Visualizations: "30 Day Map Challenge"; "TidyTuesday"

"Classifying Political Ideology" (Natural Language Processing Independent Project) **2020** • Created supervised learning models to predict a politician's political ideology using congressional speeches • Cleaned and parsed hundreds of thousands of U.S House and Senate speeches from the 95th to 111th Congress

"Priming Public Opinion" (Experimental survey study with advising from Professor Donald Green) **2019** • Constructed survey and experimental design to study the effect of including priming information on survey responses • Programmed and distributed survey using *Qualtrics*; Collected and analyzed own dataset using R

RELEVANT COURSEWORK

Advanced Analytic Techniques, Machine Learning, Natural Language Processing, Applied Data Science, GIS & Spatial Analysis, Time Series, Social Network Analysis, Experimental Research, Statistical Computing, Data Science & Public Policy, Modern Data Structures

Appendix B -- Sample Reports

EXAMPLE REPORT 1: Plan Components Report

Only the first page of two of these sample reports are displayed, of final Congressional Districts and final Legislative Districts in Arizona, from 1/17/2021.

Final Congressional Districts - Approved 1/17/12				
DISTRICT	COUNTY	% OF COUNTY VAP	% OF DIST VAP	% VA Hisp
1	Coconino	100.00%	19.65%	11.65%
1	Navajo	100.00%	14.45%	9.68%
1	Apache	100.00%	9.35%	5.15%
1	Graham	100.00%	5.10%	29.14%
1	Greenlee	100.00%	1.14%	44.16%
1	Pinal	52.10%	27.55%	30.47%
1	Pima	9.50%	13.70%	14.16%
1	Yavapai	14.80%	4.83%	10.88%
1	Gila	45.60%	3.67%	26.68%
1	Maricopa	0.10%	0.35%	13.17%
1	Mohave	0.60%	0.20%	3.01%
DISTRICT	PLACE	% OF PLACE VAP	% OF DIST VAP	% VA Hisp
1	Yavapai - Camp Verde	100.00%	1.62%	13.27%
1	Yavapai - Sedona	100.00%	1.20%	12.25%
1	Yavapai - Village of Oak Creek (Big Park)	100.00%	1.04%	7.32%
1	Yavapai - Lake Montezuma	100.00%	0.70%	11.14%
1	Yavapai - non-Census Place	5.40%	0.28%	3.86%
1	Pinal - Casa Grande	100.00%	6.70%	32.02%
1	Pinal - Maricopa	100.00%	5.62%	20.79%
1	Pinal - non-Census Place	54.70%	4.17%	33.00%
1	Pinal - Eloy	100.00%	2.61%	52.86%
1	Pinal - Saddlebrooke	100.00%	1.75%	3.47%
1	Pinal - Coolidge	99.90%	1.54%	36.58%
1	Pinal - Arizona City	100.00%	1.47%	27.13%
1	Pinal - Oracle	100.00%	0.55%	35.36%
1	Pinal - San Manuel	100.00%	0.50%	43.84%
1	Pinal - Superior	100.00%	0.41%	65.21%
1	Pinal - Sacaton	100.00%	0.33%	8.56%
1	Pinal - Kearny	100.00%	0.28%	36.38%
1	Pinal - Red Rock	100.00%	0.26%	24.50%
1	Pinal - Mammoth	100.00%	0.19%	65.57%
1	Pinal - Casa Blanca	100.00%	0.17%	10.89%
1	Pinal - Blackwater	100.00%	0.14%	19.94%
1	Pinal - Dudleyville	100.00%	0.14%	59.24%
1	Pinal - Ak-Chin Village	100.00%	0.10%	22.09%
1	Pinal - Stanfield	100.00%	0.09%	61.42%
1	Pinal - Cactus Forest	100.00%	0.08%	16.48%
1	Pinal - Stotonic Village	100.00%	0.08%	10.91%
1	Pinal - Picacho	100.00%	0.07%	57.34%
1	Pinal - Sacaton Flats Village	100.00%	0.07%	9.47%
1	Pinal - Upper Santan Village	100.00%	0.07%	4.69%
1	Pinal - Goodyear Village	100.00%	0.05%	20.74%
1	Pinal - Lower Santan Village	100.00%	0.05%	10.04%

Final Legislative Districts - Approved 1/17/12				
DISTRICT	COUNTY	% OF COUNTY VAP	% OF DIST VAP	% VA Hisp
1	Yavapai	70.30%	70.58%	9.59%
1	Maricopa	1.80%	29.42%	7.35%
DISTRICT	PLACE	% OF PLACE VAP	% OF DIST VAP	% VA Hisp
1	Yavapai - Prescott	100.00%	20.24%	7.09%
1	Yavapai - Prescott Valley	100.00%	17.32%	13.40%
1	Yavapai - non-Census Place	89.50%	14.08%	8.18%
1	Yavapai - Chino Valley	100.00%	4.90%	11.50%
1	Yavapai - Williamson	100.00%	2.75%	3.38%
1	Yavapai - Paulden	100.00%	2.33%	18.81%
1	Yavapai - Dewey-Humboldt	100.00%	1.82%	8.29%
1	Yavapai - Black Canyon City	100.00%	1.41%	4.59%
1	Yavapai - Cordes Lakes	100.00%	1.25%	6.28%
1	Yavapai - Congress	100.00%	1.03%	7.59%
1	Yavapai - Bagdad	100.00%	0.74%	20.16%
1	Yavapai - Mayer	100.00%	0.73%	5.10%
1	Yavapai - Spring Valley	100.00%	0.57%	6.86%
1	Yavapai - Wilhoit	100.00%	0.44%	7.56%
1	Yavapai - Yarnell	100.00%	0.36%	5.61%
1	Yavapai - Peeples Valley	100.00%	0.24%	7.43%
1	Yavapai - Seligman	100.00%	0.21%	18.06%
1	Yavapai - Ash Fork	100.00%	0.17%	34.72%
1	Yavapai - Peoria	100.00%	0.00%	0.00%
1	Yavapai - Wickenburg	0.00%	0.00%	
1	Yavapai - Camp Verde	0.00%	0.00%	
1	Maricopa - Phoenix	1.50%	9.01%	9.86%
1	Maricopa - Anthem	100.00%	8.55%	7.59%
1	Maricopa - New River	100.00%	6.88%	5.43%
1	Maricopa - Cave Creek	97.50%	2.41%	6.77%
1	Maricopa - Carefree	100.00%	1.78%	2.31%
1	Maricopa - non-Census Place	1.10%	0.80%	5.88%
1	Maricopa - Peoria	0.00%	0.00%	
DISTRICT	COUNTY	% OF COUNTY VAP	% OF DIST VAP	% VA Hisp
2	Santa Cruz	100.00%	22.06%	78.16%
2	Pima	15.40%	77.94%	45.64%
DISTRICT	PLACE	% OF PLACE VAP	% OF DIST VAP	% VA Hisp
2	Pima - Tucson	13.30%	35.69%	63.58%
2	Pima - Green Valley	100.00%	14.10%	4.20%
2	Pima - Sahuarita	100.00%	11.91%	26.91%
2	Pima - non-Census Place	31.60%	9.94%	47.32%
2	Pima - South Tucson	100.00%	2.66%	75.54%
2	Pima - Summit	100.00%	2.34%	74.89%
2	Pima - Arivaca Junction	100.00%	0.50%	62.25%

EXAMPLE REPORT 2: Compactness and Competitiveness Report

The report is for the final Congressional Districts in Arizona, from 1/17/2021. Competitiveness and compactness are both redistricting criteria in Arizona.

Final Congressional Districts - Approved 1/17/12 - Compactness and Competitiveness Measures

District	Compactness			Competitiveness Index 2			Competitiveness Index 3			Competitiveness Index 4			Competitiveness Index 5		
	Reock	Perimeter	Polsby-Popper	Ave. REP %	Ave. DEM %	Diff	Ave. REP %	Ave. DEM %	Diff	Ave. REP %	Ave. DEM %	Diff	Ave. REP %	Ave. DEM %	Diff
1	0.48	1842.90	0.20	50.0%	50.0%	0.0%	47.7%	52.3%	4.6%	51.9%	48.1%	3.8%	50.2%	49.8%	0.4%
2	0.52	449.85	0.49	50.6%	49.4%	1.2%	50.5%	49.5%	1.0%	52.7%	47.3%	5.4%	52.3%	47.7%	4.6%
3	0.27	869.92	0.26	39.3%	60.7%	21.4%	37.4%	62.6%	25.2%	42.6%	57.4%	14.8%	40.8%	59.2%	18.4%
4	0.39	1861.33	0.12	64.5%	35.5%	29.0%	64.3%	35.7%	28.6%	65.1%	34.9%	30.2%	64.9%	35.1%	29.8%
5	0.55	84.35	0.52	63.6%	36.4%	27.2%	64.5%	35.5%	29.0%	65.9%	34.1%	31.8%	66.0%	34.0%	32.0%
6	0.67	157.87	0.32	59.6%	40.4%	19.2%	60.6%	39.4%	21.2%	61.8%	38.2%	23.6%	61.9%	38.1%	23.8%
7	0.55	78.44	0.42	32.2%	67.8%	35.6%	31.0%	69.0%	38.0%	37.9%	62.1%	24.2%	36.0%	64.0%	28.0%
8	0.36	183.78	0.20	61.2%	38.8%	22.4%	61.3%	38.7%	22.6%	62.7%	37.3%	25.4%	62.5%	37.5%	25.0%
9	0.33	115.55	0.16	48.9%	51.1%	2.2%	49.8%	50.2%	0.4%	52.8%	47.2%	5.6%	52.5%	47.5%	5.0%
	5644.00														

District	Competitiveness Index 6			Competitiveness Index 7			Competitiveness Index 8			Competitiveness Index 9			All Registration			Reg 2-Way	
	Ave. REP %	Ave. DEM %	Diff	Ave. REP %	Ave. DEM %	Diff	Ave. REP %	Ave. DEM %	Diff	Ave. REP %	Ave. DEM %	Diff	% REP	% DEM	% OTH	% REP	% DEM
1	49.7%	50.3%	0.6%	48.4%	51.6%	3.2%	49.6%	50.4%	0.8%	48.0%	52.0%	4.0%	30.1%	39.6%	30.3%	43.2%	56.8%
2	50.3%	49.7%	0.6%	50.3%	49.7%	0.6%	50.2%	49.8%	0.4%	50.2%	49.8%	0.4%	34.7%	34.2%	31.1%	50.4%	49.6%
3	39.9%	60.1%	20.2%	38.7%	61.3%	22.6%	39.5%	60.5%	21.0%	38.0%	62.0%	24.0%	21.9%	43.2%	34.9%	33.6%	66.4%
4	63.8%	36.2%	27.6%	63.8%	36.2%	27.6%	63.9%	36.1%	27.8%	63.9%	36.1%	27.8%	41.5%	23.4%	35.1%	63.9%	36.1%
5	64.2%	35.8%	28.4%	64.6%	35.4%	29.2%	63.7%	36.3%	27.4%	64.4%	35.6%	28.8%	44.4%	22.3%	33.3%	66.6%	33.4%
6	59.8%	40.2%	19.6%	60.4%	39.6%	20.8%	59.5%	40.5%	19.0%	60.2%	39.8%	20.4%	41.3%	24.7%	34.0%	62.6%	37.4%
7	35.3%	64.7%	29.4%	34.0%	66.0%	32.0%	34.0%	66.0%	32.0%	32.7%	67.3%	34.6%	17.7%	44.2%	38.1%	28.6%	71.4%
8	61.1%	38.9%	22.2%	61.2%	38.8%	22.4%	60.8%	39.2%	21.6%	61.1%	38.9%	22.2%	41.4%	25.7%	33.0%	61.7%	38.3%
9	50.1%	49.9%	0.2%	50.4%	49.6%	0.8%	49.4%	50.6%	1.2%	50.0%	50.0%	0.0%	33.5%	31.3%	35.1%	51.7%	48.3%

Index 2: Average of 2008 and 2010, each year weighted equally

Index 3: Average of 2008, 2010 and % of major party Registration, each of the three components weighted equally

Index 4: Average of 2004, 2006, 2008 and 2010, each year weighted equally

Index 5: Average of 2004, 2006, 2008, 2010 and % of major party registration, each component weighted equally

Index 6: Average of 2004, 2006, 2008 and 2010, each year weighted equally, Races where one candidate received more than 60% of the 2-way vote removed

Index 7: Average of 2004, 2006, 2008, 2010, and major party registration, each year weighted equally, Races where one candidate received more than 60% removed

Index 8: 1/3 2010, 1/3 2008, and 1/6 2004, and 1/6 2006, Races where one candidate received more than 60% of the 2-way vote removed

Index 9: 1/4 2010, 1/4 2008, 1/8 2006, 1/8 2004, and 1/4 major party registration, Races where one candidate received more than 60% of the 2-way vote removed

EXAMPLE REPORT 3: Boundary Splits Report

The report is for the final Congressional Districts in Arizona, from 1/17/2021. Preserving political subdivisions is a redistricting criterion in Arizona.

Final Congressional Districts - Approved 1/17/12			
Geography	**Unsplit**	**In 2 Districts**	**In 3 or More Districts**
County	8	4	3
Census Place	445	14	5
Census Tract	1,375	146	5
Census Block Group	3,974	200	4
Reservation	16	2	4
Tribal Subdivision	138	5	3
Split Counties			
Name	Number of Districts		
Maricopa	8		
Pinal	3		
Pima	3		
Yuma	2		
Yavapai	2		
Mohave	2		
Gila	2		
Split Census Places			
Name	Number of Districts		
Maricopa - Phoenix	6		
Maricopa - Glendale	4		
Maricopa - Tempe	3		
Maricopa - Mesa	3		
Yuma - Yuma	2		
Yavapai - Camp Verde	2		
Pinal - Coolidge	2		
Pima - Tucson	2		
Pima - Sahuarita	2		
Pima - Picture Rocks	2		
Maricopa - Surprise	2		
Maricopa - Scottsdale	2		
Maricopa - Peoria	2		
Maricopa - Paradise Valley	2		
Maricopa - Guadalupe	2		
Maricopa - Goodyear	2		
Maricopa - Chandler	2		
Maricopa - Buckeye	2		
Split Reservations			
Name	Number of Districts		
Salt River AZ	4		
Tohono O'odham Nation AZ	3		
Gila River AZ	3		
Yavapai-Apache Nation AZ	2		
Hualapai AZ	2		
Split Tribal Subdivisions			
Name	Number of Districts		
F AZ	3		
4 AZ	3		
Sif Oidak AZ	2		
Gu Achi AZ	2		
C AZ	2		
A AZ	2		
6 AZ	2		

EXAMPLE REPORT 4: Population Data Report

The report is for the final Congressional Districts in Arizona, from 1/17/2021.

Final Congressional Districts - Approved 1/17/12 - Population Breakdown

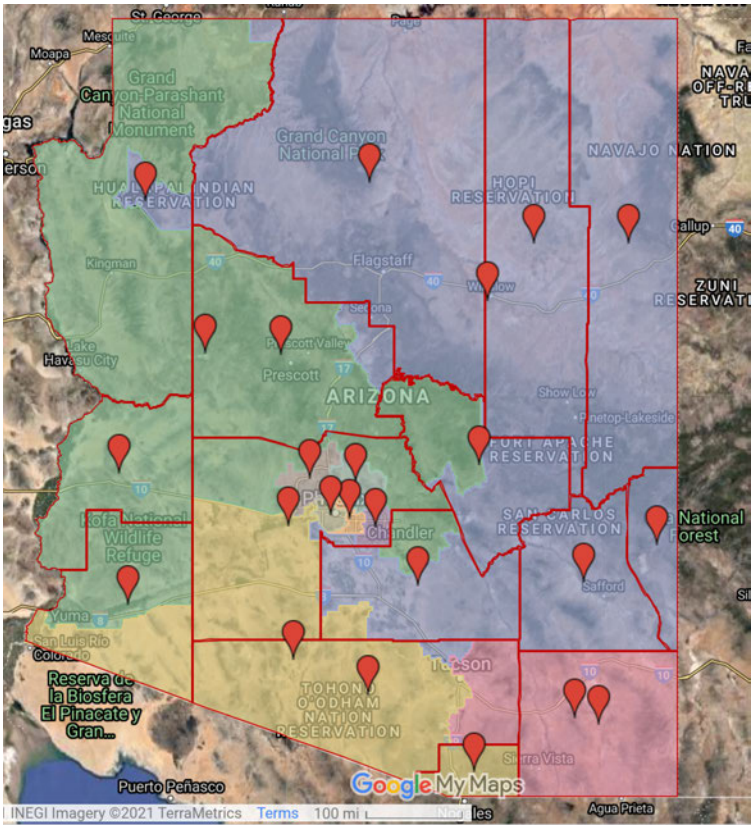
District	Population	Deviation from Ideal Population		Hispanic Population		Non Hispanic (NH) White		NH African American		NH Native American		NH Asian		NH Hawaiian		NH Multi-Race and Other	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
1	710,224	0	0.0%	147,846	20.8%	361,485	50.9%	14,687	2.1%	162,087	22.8%	9,574	1.3%	1,616	0.2%	12,929	1.8%
2	710,224	0	0.0%	183,537	25.8%	457,249	64.4%	25,861	3.6%	6,472	0.9%	19,295	2.7%	1,369	0.2%	16,441	2.3%
3	710,224	0	0.0%	430,398	60.6%	206,608	29.1%	27,375	3.9%	22,441	3.2%	12,168	1.7%	786	0.1%	10,448	1.5%
4	710,224	0	0.0%	127,216	17.9%	538,609	75.8%	11,065	1.6%	12,667	1.8%	7,422	1.0%	934	0.1%	12,311	1.7%
5	710,224	0	0.0%	118,907	16.7%	518,678	73.0%	20,369	2.9%	6,041	0.9%	29,791	4.2%	1,419	0.2%	15,019	2.1%
6	710,224	0	0.0%	107,938	15.2%	534,954	75.3%	16,932	2.4%	11,141	1.6%	24,930	3.5%	841	0.1%	13,488	1.9%
7	710,224	0	0.0%	457,064	64.4%	148,948	21.0%	61,376	8.6%	13,930	2.0%	16,420	2.3%	1,018	0.1%	11,468	1.6%
8	710,225	1	0.0%	131,226	18.5%	509,305	71.7%	27,059	3.8%	5,003	0.7%	22,086	3.1%	1,018	0.1%	14,528	2.0%
9	710,224	0	0.0%	191,017	26.9%	419,811	59.1%	34,377	4.8%	17,644	2.5%	28,823	4.1%	1,958	0.3%	16,594	2.3%

Final Congressional Districts - Approved 1/17/12 - Voting Age Population Breakdown

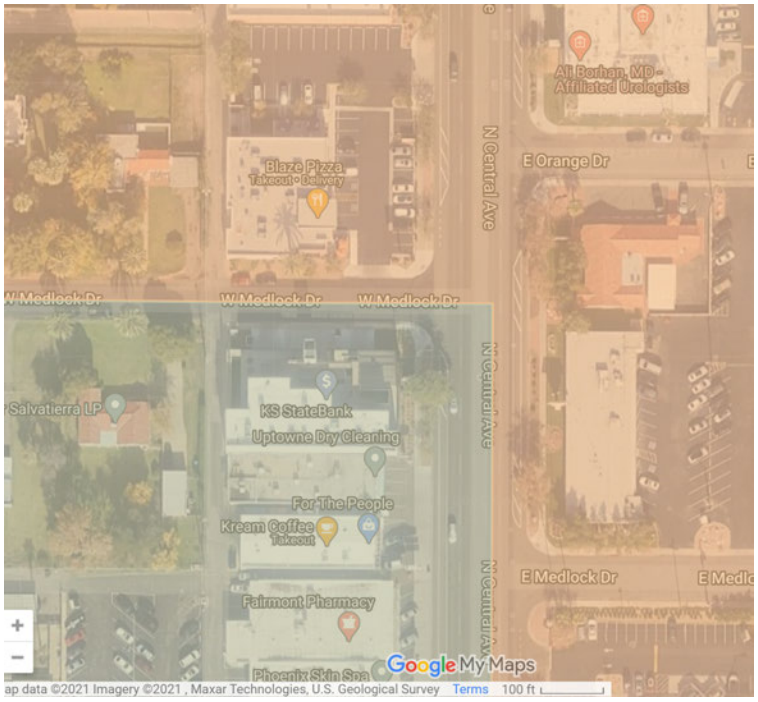
District	Voting Age Pop.	Hispanic Voting Age Pop.		Non Hispanic (NH) White Voting Age Pop.		NH African American Voting Age Pop.		NH Native American Voting Age Pop.		NH Asian Voting Age Pop.		NH Hawaiian Voting Age Pop.		NH Multi-Race and Other Voting Age	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%
1	522,309	94,295	18.1%	293,758	56.2%	11,113	2.1%	107,182	20.5%	7,738	1.5%	1,442	0.3%	6,781	1.3%
2	558,252	121,379	21.7%	386,563	69.2%	19,389	3.5%	4,899	0.9%	15,674	2.8%	1,012	0.2%	9,336	1.7%
3	497,743	274,610	55.2%	172,005	34.6%	19,441	3.9%	15,302	3.1%	9,826	2.0%	593	0.1%	5,966	1.2%
4	556,383	80,797	14.5%	443,629	79.7%	8,123	1.5%	10,146	1.8%	5,958	1.1%	704	0.1%	7,026	1.3%
5	512,943	71,636	14.0%	394,037	76.8%	14,141	2.8%	4,087	0.8%	21,360	4.2%	977	0.2%	6,705	1.3%
6	554,574	68,057	12.3%	439,087	79.2%	12,503	2.3%	7,677	1.4%	19,313	3.5%	620	0.1%	7,317	1.3%
7	474,491	275,963	58.2%	126,628	26.7%	42,663	9.0%	9,742	2.1%	12,440	2.6%	740	0.2%	6,315	1.3%
8	536,590	81,076	15.1%	408,385	76.1%	19,155	3.6%	3,619	0.7%	16,608	3.1%	717	0.1%	7,030	1.3%
9	549,718	123,390	22.4%	353,803	64.4%	25,721	4.7%	12,553	2.3%	23,400	4.3%	1,395	0.3%	9,456	1.7%

EXAMPLE REPORT 5: Interactive Congressional Districts Map, from a KMZ file

This map is for the final Congressional Districts in Arizona, from 1/17/2021. KMZ files are able to be read by Google Maps, a platform that members of the public are familiar using.

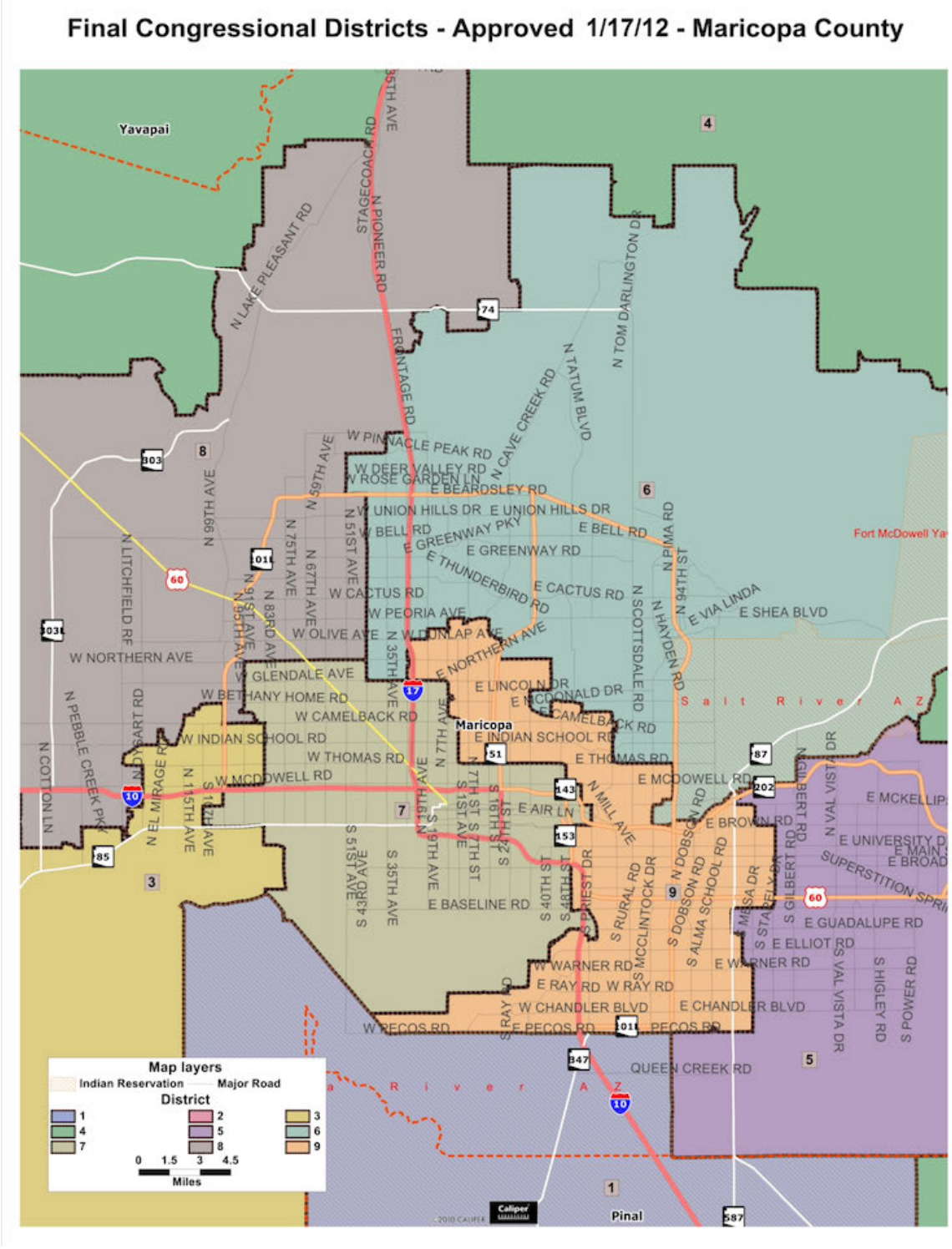


Here we can see how one could zoom in to the Google Map to see the border of Congressional Districts, at a small scale.



EXAMPLE REPORT 6: Congressional Districts Map with features

This map is for the final Congressional Districts in Maricopa County, from 1/17/2021. It shows an example of how major roads, highways, Reservations, and other recognizable features can be overlaid on a map displaying legislative boundaries.



For additional examples of reports done in Arizona in 2011 as part of the final maps, can be found here: https://azredistricting.org/Maps/Final-Maps/default.asp

Appendix C -- DistrictR Recent Experience

Selected Recent Experience

March 2021 - Lab selected to manage public input for Michigan Independent Citizens Redistricting Commission (link to MICRC site)

January 2021 – Lab selected as redistricting analysts to support People's Maps Commission in Wisconsin, which will propose congressional and legislative maps to the Wisconsin Legislature

December 2020 – Lab selected by Ohio Citizens' Redistricting Commission to run "OPEN Maps" community engagement program (link to OCRC site)

March 2020 – Lab provided public mapping support for City of Napa, CA in California Voting Rights Act redistricting (link to city site)

January 2020 – Lab provided public mapping support in Yakima County, WA in the course of Washington Voting Rights Act challenge (link to materials)

October 2019 – Lab provided public mapping support for City of Lowell, MA in ranked choice vs. districts debate, followed by city's first-ever move to districts (link to materials)

PROPOSAL FOR REDISTRICTING SUPPORT SERVICES

Response to RFP 10089753-21-V

TAB C
Cost/Price Proposal

May 28, 2021

PREPARED FOR

Vanessa Delgado

Procurement Program Coordinator

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PREPARED BY

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President

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Table of Contents

Pricing Schedule: **3**