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B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.

1 E. Contractor must adopt reasonable methods during the life of  
2 the Agreement to furnish continuous protection to the work, and the equipment,  
3 materials, papers, documents, plans, studies and other components to prevent  
4 losses or damages, and will be responsible for all damages, to persons or property,  
5 until acceptance of the work by the City, except those losses or damages as may  
6 be caused by the City's own negligence.

7 F. CAUTION: Contractor shall not begin work until this  
8 Agreement has been signed by both parties and until Contractor's evidence of  
9 insurance has been delivered to and approved by City.

10 2. TERM. The term of this Agreement shall commence at midnight on  
11 November 18, 2020, and shall terminate at 11:59 p.m. on November 17, 2022, unless  
12 sooner terminated as provided in this Agreement, or unless the services or the Project is  
13 completed sooner. The term may be extend for one (1) additional one-year period at the  
14 discretion of the City Manager.

15 3. COORDINATION AND ORGANIZATION.

16 A. Contractor shall coordinate its performance with City's  
17 representative, if any, named in Exhibit "C", attached to this Agreement and  
18 incorporated by this reference. Contractor shall advise and inform City's  
19 representative of the work in progress on the Project in sufficient detail so as to  
20 assist City's representative in making presentations and in holding meetings on the  
21 Project. City shall furnish to Contractor information or materials, if any, described in  
22 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
23 perform any other tasks described in the Exhibit.

24 B. The parties acknowledge that a substantial inducement to City  
25 for entering this Agreement was and is the reputation and skill of Contractor's key  
26 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
27 reference. City shall have the right to approve any person proposed by Contractor  
28 to replace that key employee.

1           4.     INDEPENDENT CONTRACTOR.     In performing its services,  
2 Contractor is and shall act as an independent contractor and not an employee,  
3 representative or agent of City. Contractor shall have control of Contractor's work and the  
4 manner in which it is performed. Contractor shall be free to contract for similar services to  
5 be performed for others during this Agreement; provided, however, that Contractor acts in  
6 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
7 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
8 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
9 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
10 the usual and customary rights, benefits or privileges of City employees. Contractor  
11 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
12 shall represent themselves to be employees or agents of City.

13           5.     INSURANCE.

14           A.     As a condition precedent to the effectiveness of this  
15 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
16 duration of this Agreement, from insurance companies that are admitted to write  
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
18 Company or from authorized non-admitted insurance companies subject to Section  
19 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
20 by A.M. Best Company, the following insurance:

21           (a)    Commercial general liability insurance (equivalent in scope to  
22 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
23 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
24 coverage shall include but not be limited to broad form contractual liability,  
25 cross liability, independent contractors liability, and products and completed  
26 operations liability. City, its boards and commissions, and their officials,  
27 employees and agents shall be named as additional insureds by  
28 endorsement (on City's endorsement form or on an endorsement equivalent

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in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the

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insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full

1 performance of or compliance with the indemnification provisions of this Agreement.

2 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
3 contemplates the personal services of Contractor and Contractor's employees, and the  
4 parties acknowledge that a substantial inducement to City for entering this Agreement was  
5 and is the professional reputation and competence of Contractor and Contractor's  
6 employees. Contractor shall not assign its rights or delegate its duties under this  
7 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
8 of City, except that Contractor may with the prior approval of the City Manager of City,  
9 assign any moneys due or to become due Contractor under this Agreement. Any  
10 attempted assignment or delegation shall be void, and any assignee or delegate shall  
11 acquire no right or interest by reason of an attempted assignment or delegation.  
12 Furthermore, Contractor shall not subcontract any portion of its performance without the  
13 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
14 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
15 prevent Contractor from employing as many employees as Contractor deems necessary  
16 for performance of this Agreement.

17 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
18 certifies that, at the time Contractor executes this Agreement and for its duration,  
19 Contractor does not and will not perform services for any other client which would create a  
20 conflict, whether monetary or otherwise, as between the interests of City and the interests  
21 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
22 employees, sub-Contractors and contractors.

23 8. MATERIALS. Contractor shall furnish all labor and supervision,  
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
25 necessary to or used in the performance of Contractor's obligations under this Agreement,  
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data  
28 prepared, developed or assembled by Contractor or furnished to Contractor in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,  
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
3 models, reports, summaries, drawings, designs, notes, plans, information, material and  
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
5 in a format identified by City, and City shall have the unrestricted right to use and disclose  
6 the Data in any manner and for any purpose without payment of further compensation to  
7 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that  
8 Data shall not be made available to any person or entity for use without the prior approval  
9 of City. This warranty shall survive termination of this Agreement for five (5) years.

10           10. TERMINATION. Either party shall have the right to terminate this  
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
12 prior notice to the other party. In the event of termination under this Section, City shall pay  
13 Contractor for services satisfactorily performed and costs incurred up to the effective date  
14 of termination for which Contractor has not been previously paid. The procedures for  
15 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
16 termination, Contractor shall deliver to City all Data developed or accumulated in the  
17 performance of this Agreement, whether in draft or final form, or in process. And,  
18 Contractor acknowledges and agrees that City's obligation to make final payment is  
19 conditioned on Contractor's delivery of the Data to City.

20           11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
22 performing its services, during the term of this Agreement and for five (5) years following  
23 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
24 all information, whether written, oral or visual, obtained by any means whatsoever in the  
25 course of performing its services for the same period of time. Contractor shall not disclose  
26 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
27 of others except for the purpose of this Agreement.

28           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a



1 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
2 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
3 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
4 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
5 to subpoena or court order.

6           13. ADDITIONAL SERVICES. The City has the right at any time during  
7 the performance of the services, without invalidating this Agreement, to order extra work  
8 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
9 the work. No extra work may be undertaken unless a written order is first given by the City,  
10 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
11 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
12 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
13 City Representative. Any greater increases, taken either separately or cumulatively, must  
14 be approved by the City Council. It is expressly understood by Contractor that the  
15 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
16 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
17 the services to be provided pursuant to the RFP may be more costly or time consuming  
18 than Contractor anticipates and that Contractor will not be entitled to additional  
19 compensation for the services set forth in the RFP.

20           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
21 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
22 amounts the payment of which may be in dispute or that are necessary to compensate the  
23 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
24 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
25 performing or failing to perform Contractor's obligations under this Agreement. In the event  
26 that any claim is made by a third party, the amount or validity of which is disputed by  
27 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
28 City may withhold from any payment due, without liability for interest because of the

1 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
2 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
3 indemnify and protect the City as elsewhere provided in this Agreement.

4 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
5 amended, nor any provision or breach waived, except in writing signed by the parties which  
6 expressly refers to this Agreement.

7 16. LAW. This Agreement shall be construed in accordance with the laws  
8 of the State of California, and the venue for any legal actions brought by any party with  
9 respect to this Agreement shall be the County of Los Angeles, State of California for state  
10 actions and the Central District of California for any federal actions. Contractor shall cause  
11 all work performed in connection with construction of the Project to be performed in  
12 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
13 county or municipal governments or agencies (including, without limitation, all applicable  
14 federal and state labor standards, including the prevailing wage provisions of sections 1770  
15 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
16 marshal, health officer, building inspector, or other officer of every governmental agency  
17 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
18 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
19 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
20 force and effect.

21 17. PREVAILING WAGES.

22 A. Consultant agrees that all public work (as defined in California  
23 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
24 Work"), if any, shall comply with the requirements of California Labor Code sections  
25 1770 *et seq.* City makes no representation or statement that the Project, or any  
26 portion thereof, is or is not a "public work" as defined in California Labor Code  
27 section 1720.

28 B. In all bid specifications, contracts and subcontracts for any

1 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
2 wages and the general prevailing rate for holiday and overtime work in this locality  
3 for each craft, classification or type of worker needed to perform the Public Work,  
4 and shall include such rates in the bid specifications, contract or subcontract. Such  
5 bid specifications, contract or subcontract must contain the following provision: "It  
6 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
7 wages to all workers employed by the contractor in the execution of this contract.  
8 The contractor expressly agrees to comply with the penalty provisions of California  
9 Labor Code section 1775 and the payroll record keeping requirements of California  
10 Labor Code section 1771."

11 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
12 constitutes the entire understanding between the parties and supersedes all other  
13 agreements, oral or written, with respect to the subject matter in this Agreement.

14 19. INDEMNITY.

15 A. Consultant shall indemnify, protect and hold harmless City, its  
16 Boards, Commissions, and their officials, employees and agents ("Indemnified  
17 Parties"), from and against any and all liability, claims, demands, damage, loss,  
18 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
19 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
20 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
21 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
22 any of its obligations contained in this Agreement, including all applicable federal  
23 and state labor requirements including, without limitation, the requirements of  
24 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
25 omissions or misrepresentations committed by Consultant, its officers, employees,  
26 agents, subcontractors, or anyone under Consultant's control, in the performance  
27 of work or services under this Agreement (collectively "Claims" or individually  
28 "Claim").

1                   B.     In addition to Consultant's duty to indemnify, Consultant shall  
2     have a separate and wholly independent duty to defend Indemnified Parties at  
3     Consultant's expense by legal counsel approved by City, from and against all  
4     Claims, and shall continue this defense until the Claims are resolved, whether by  
5     settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
6     breach, or the like on the part of Consultant shall be required for the duty to defend  
7     to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
8     Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
9     in the defense.

10                  C.     If a court of competent jurisdiction determines that a Claim was  
11     caused by the sole negligence or willful misconduct of Indemnified Parties,  
12     Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
13     court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
14     percentage of willful misconduct attributed by the court to the Indemnified Parties.

15                  D.     The provisions of this Section shall survive the expiration or  
16     termination of this Agreement.

17                  20.    FORCE MAJEURE. If any party fails to perform its obligations  
18     because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
19     labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
20     governmental regulations, governmental controls, judicial orders, enemy or hostile  
21     governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
22     beyond the reasonable control of the party obligated to perform, then that party's  
23     performance will be excused for a period equal to the period of such cause for failure to  
24     perform.

25                  21.    AMBIGUITY. In the event of any conflict or ambiguity between this  
26     Agreement and any Exhibit, the provisions of this Agreement shall govern.

27                  22.    NONDISCRIMINATION.

28                  A.     In connection with performance of this Agreement and subject

1 to applicable rules and regulations, Contractor shall not discriminate against any  
2 employee or applicant for employment because of race, religion, national origin,  
3 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
4 disability. Contractor shall ensure that applicants are employed, and that employees  
5 are treated during their employment, without regard to these bases. These actions  
6 shall include, but not be limited to, the following: employment, upgrading, demotion  
7 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
8 or other forms of compensation; and selection for training, including apprenticeship.

9 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
10 accordance with the provisions of the Ordinance, this Agreement is subject to the  
11 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
12 Long Beach Municipal Code, as amended from time to time.

13 A. During the performance of this Agreement, the Consultant  
14 certifies and represents that the Consultant will comply with the EBO. The  
15 Consultant agrees to post the following statement in conspicuous places at its place  
16 of business available to employees and applicants for employment:

17 "During the performance of a contract with the City of Long Beach, the  
18 Consultant will provide equal benefits to employees with spouses and its  
19 employees with domestic partners. Additional information about the City of  
20 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
21 Long Beach Business Services Division at 562-570-6200."

22 B. The failure of the Consultant to comply with the EBO will be  
23 deemed to be a material breach of the Agreement by the City.

24 C. If the Consultant fails to comply with the EBO, the City may  
25 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
26 to become due under the Agreement may be retained by the City. The City may  
27 also pursue any and all other remedies at law or in equity for any breach.

28 D. Failure to comply with the EBO may be used as evidence

1 against the Consultant in actions taken pursuant to the provisions of Long Beach  
2 Municipal Code 2.93 et seq., Contractor Responsibility.

3 E. If the City determines that the Consultant has set up or used its  
4 contracting entity for the purpose of evading the intent of the EBO, the City may  
5 terminate the Agreement on behalf of the City. Violation of this provision may be  
6 used as evidence against the Consultant in actions taken pursuant to the provisions  
7 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

8 24. NOTICES. Any notice or approval required by this Agreement shall  
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
10 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
11 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
12 to the City Clerk at the same address. Notice of change of address shall be given in the  
13 same manner as stated for other notices. Notice shall be deemed given on the date  
14 deposited in the mail or on the date personal delivery is made, whichever occurs first.

15 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
16 that Contractor has not employed or retained any entity or person to solicit or obtain this  
17 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
18 commission or other monies based on or from the award of this Agreement. If Contractor  
19 breaches this warranty, City shall have the right to terminate this Agreement immediately  
20 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
21 due under this Agreement or otherwise recover the full amount of the fee, commission or  
22 other monies.

23 26. WAIVER. The acceptance of any services or the payment of any  
24 money by City shall not operate as a waiver of any provision of this Agreement or of any  
25 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
26 Agreement shall not constitute a waiver of any other or subsequent breach of this  
27 Agreement.

28 27. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
2 18, 21 and 28 prior to termination or expiration of this Agreement.

3 28. TAX REPORTING. As required by federal and state law, City is  
4 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
5 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
6 from payments under this Agreement. Contractor shall submit Contractor's Employer  
7 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
8 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
9 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
10 Contractor provides one of these numbers.

11 29. ADVERTISING. Contractor shall not use the name of City, its officials  
12 or employees in any advertising or solicitation for business or as a reference, without the  
13 prior approval of the City Manager or designee.

14 30. AUDIT. City shall have the right at all reasonable times during the  
15 term of this Agreement and for a period of five (5) years after termination or expiration of  
16 this Agreement to examine, audit, inspect, review, extract information from and copy all  
17 books, records, accounts and other documents of Contractor relating to this Agreement.

18 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
19 designed to or entered for the purpose of creating any benefit or right for any person or  
20 entity of any kind that is not a party to this Agreement.

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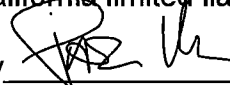
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

REDISTRICTING PARTNERS, LLC, a California limited liability company

October 19, 2020, 2020

By  Type text here  
Name Paul Mitchell  
Title Redistricting Partners Owner / CEO

\_\_\_\_\_, 2020

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

December 8, 2020

By   
City Manager

"City"

This Agreement is approved as to form on Dec. 17 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER 2020.

CHARLES PARKIN, City Attorney

By   
Deputy



# EXHIBIT “A-1”

Request for Proposals Number CM20-015



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number CM20-015**  
**For**  
**Independent Redistricting Commission Services**

Release Date:	12/19/2019
Questions Due to the City:	01/06/2020
Posting of the Q & A:	01/17/2020
Due Date:	01/30/2020

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*City Contact: Christina Sarmiento Assistant Buyer II 562-570-7062*

**See Section 4 for instructions on submitting proposals.**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT .....	3
2.	ACRONYMS/DEFINITIONS.....	4
3.	SCOPE OF PROJECT.....	5
4.	SUBMITTAL INSTRUCTIONS.....	9
5.	PROPOSAL EVALUATION AND AWARD PROCESS.....	11
6.	PROTEST PROCEDURES .....	12
7.	PROJECT SPECIFICATIONS .....	13
8.	WARRANTY/MAINTENANCE AND SERVICE .....	13
9.	COMPANY BACKGROUND AND REFERENCES.....	13
10.	COST .....	16
11.	BONDS .....	16
12.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE .....	16
13.	TERMS, CONDITIONS AND EXCEPTIONS .....	19

### APPENDICES

- A CITY OF LONG BEACH ENTERPRISE SYSTEM CATALOG
- B PROJECT TIMELINE AND PROJECT PLAN

### ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE COMPLIANCE FORM (EBO)
- H INSURANCE REQUIREMENTS



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## 1. **OVERVIEW OF PROJECT**

The City of Long Beach (City) requests the services of a consulting firm (Consultant) to perform professional services to assist City staff and the Independent Redistricting Commission (Commission) to establish City Council districts in accordance with the Long Beach City Charter and state and federal law.

On November 6, 2018, Long Beach voters approved Measure DDD – City of Long Beach Independent Citizens Redistricting Commission. Measure DDD amended the City Charter to create a Commission of Long Beach residents to determine the boundaries of Council Districts every ten years after the national census. The Commission will be comprised of 13 members and two alternates who will act as an independent body and will reasonably reflect the diversity of the City of Long Beach. The City Charter requires the adoption of a map that establishes Council District boundaries within six months after census-block-level population data from the 2020 Census is released.

### **About Long Beach**

The City of Long Beach is a diverse and dynamic city that covers approximately 52 square miles. Long Beach is the 7th largest city in California, and the 2nd largest in Los Angeles County. The U.S. Census (2010) found that the median age in Long Beach is 33 years old, and 25% of the City's residents are under the age of 18. The City is ethnically diverse: 42.8% Latino/Hispanic, 27.6% Caucasian, 12.9% African American, 13.2% Asian, and 1.2% Native Hawaiian and Other Pacific Islander. The median household income (2009-2013) is \$52,711, and 20.2% of Long Beach residents live below the poverty level (2009-2013). The Los Angeles-Long Beach-Santa Ana area ranked #2 in the nation for having the greatest number of Lesbian, Gay or Bisexual persons. Long Beach was one of only 25 cities nationwide to achieve a perfect score on the Human Rights Campaign's Municipal Equality Index.

Long Beach is a charter city, a full-service city, and operates under the City Manager-Council form of government. The City Council is made up of nine part-time Council members, elected by district. The Mayor is chosen in a citywide election, presides over City Council meetings, presents annual budget recommendations to the City Council and has veto power over Council actions. The City Manager serves at the discretion of the City Council. As head of the municipal government, the City Manager is responsible for the efficient administration of all departments, except for the elective offices and the three semi-autonomous commissions. The City currently employs approximately 4,730 full-time equivalent positions.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## 2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Consultant</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Consultant/ Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Commission</b>	The Independent Redistricting Commission charged with redistricting council districts.
<b>Department / Division</b>	Refers to the City Manager's Office, City Clerk, or other involved department.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Consultant.
<b>GIS</b>	Geographic Information System.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Consultant fails to provide recommended information, the City may, at its sole option, ask the Consultant to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Consultant who will provide services identified in this RFP.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### **3. SCOPE OF PROJECT**

The City of Long Beach requests the mapping software and training services of a professional consulting firm (Consultant) to prepare and provide continual assistance to the Commission and to support city departments by providing expertise in:

- Local jurisdiction electoral redistricting;
- The Federal Voting Rights Act;
- The California Voting Rights Act,
- Mapping electoral districts,
- Analyzing statistical, demographics and census data, to support city staff and prepare the Commission to draw council district boundaries in the City of Long Beach.

Consultant will work closely with the City's newly-established Independent Redistricting Commission (Commission) and departments to create council districts boundaries within the established timeframe and Charter requirements.

Specific tasks will include:

#### **3.1 Compliance of Applicable Laws**

Ensure redistricting process and final map comply with the federal, state and local laws including:

- Long Beach City Charter
- Long Beach Municipal Code
- Federal Voting Rights Act
- California Voting Rights Act
- All other applicable federal, state and local laws

Consultant will also work closely with the City Attorney's office and any additional firm(s) to ensure the review and satisfaction of all legal requirements related to redistricting and reapportionment.

#### **3.2 Department Support**

Provide necessary support to departments to ensure a successful commissioner recruitment and selection process, and continued support for Commission activities.

- Assist with the recruitment of qualified and diverse applicants;
- Attend Commission meetings to establish a workplan and timeline for creating Council Districts within six (6) months after census-block-level population data from 2020 Census results;
- Assist in preparing any relevant redistricting reports to City Council;



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- Attend approximately twenty (20) public meetings including nine (9) in various areas of the City (the Charter mandates a minimum of one (1) public meeting in each current Council District);
- Assist with implementing an open and transparent process that enables public consideration of, and comment on, the drawing of districting boundaries; and,
- Attend City Council meetings, as appropriate.

### 3.3 Commission Support

Provide all necessary support to Commission to ensure a successful adoption of a Final Map with a written description of the boundaries, and any reports to City Council.

- Assist Commission and staff in implementing an open and transparent process that enables public consideration of, and comment on, the drawing of district boundaries;
- Utilize mapping software and geographic information systems to draw district boundaries;
- Assist Commission in considering and responding to City Council requests for reasons for disapproving or approving redistricting plans, if necessary;
- Assist in preparing any relevant redistricting reports to City Council;
- Analyze census data, statistics and demographics;
- Assist Commission in preparing the final map report explaining the rationale for the council district boundaries;
- Assist Commission with report to Mayor and City Council recommending any changes to the redistricting process in future years; and,
- Assist Commission as may be required in all facets of developing and implementing the Final Map.

### 3.4 Mapping Software

Implement mapping tools that are accessible, understandable, and engaging to tests data sets, generate sample maps for the use of the Commission, provide software to the public for public submissions for district maps and allows for final adoption of District Maps.

- GIS compatibility;
- Provide a user-friendly experience for public, Commission, and departments for needed map drawing
- Provide a platform that explains in easy-to-understand terms why proposed maps are or are not in compliance with existing laws;
- Ability to identify possible redistricting violations during the map drawing process;
- Provide mapping software training in-person or online to the public for map submissions;



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- Employ any software necessary, including statistical software and GIS software to create district maps, analyze census data, statistics and demographics and provide the Commission and City with reports as requested and required;
- Gather and test any applicable data sets of Long Beach to create district maps at the census block level within the geographic boundaries of the City;
- Provide software that demonstrates district maps have an approximately equal population
- Perform a Voting Rights Act map evaluation; and,
- Allow for retention of documents created during the project.

For reference, please see Appendix A for the City of Long Beach Enterprise System Catalog.

### 3.5 Effective Commission Training

Complete a training plan by October 1, 2020 for Commission meetings beginning in December 2020, to train Commissioners on the legal requirements and the redistricting process.

- Develop a training plan and detailed outline;
- Provide training on the process for drawing district boundaries using computer software provided by Consultant;
- Provide trainings during noticed public meetings;
- Provide training using the most recent data available to demonstrate the process and methods used during redistricting;
- Training should include, at minimum, one geographic, one community of interest and one compactness issue training;
- Provide opportunities for Commission to work with digital maps to create districts while attempting to comply with state and federal laws and court decisions relating to redistricting;
- Provide training in an objective, informational and non-partisan manner; and,
- Ensure all trainings are completed by March 1, 2021

For reference, please see Appendix B for an anticipated Project Timeline and Project Plan.

### 3.6 Qualifications and Experience

#### 3.6.1 Demonstrated Experience and Expertise

- Experience drawing district boundaries for a statistical metropolitan area with a population of at least 75,000 people;
- Demonstrated knowledge and experience drawing boundaries for state legislative, congressional, or council districts;





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- Experience conducting redistricting trainings and informational sessions for the public, Commission, and City departments;
- Experience with facilitation of meetings with Commissioners and members of the public to produce robust redistricting process input;
- Experience with mediation among diverse stakeholders while maintaining neutrality in a process;
- Ability to perform training in the City of Long Beach; and,
- Ability to provide mobile and online computer-based training, if necessary.

### 3.6.2 Previous Work Examples

- A minimum of five (5) recent examples of similar projects in which the proposer conducted work to produce a voting district map for districting or redistricting purposes. The listing should include:
  - Title of the project;
  - Name of the client;
  - Brief description of the project; and,
  - Name and contact information of the entity's contracting officer.
- Plans, training exercises utilized for project.

### 3.6.3 Previous Mapping Challenges and Outcomes

- Provide a list of all projects for which the Consultant has drawn voting district maps for a redistricting process. For each process, the Consultant must identify:
  - Whether any maps were challenged for failing to meet legal requirements; and,
  - Whether the maps were subject to a legal challenge were implemented substantially as originally drafted.

### 3.6.4 Consultant Staff Information

Provide résumés for each individual including:

- the lead personnel/project manager;
- any secondary supporting personnel to be utilized for this project;
- any additional staff; and,
- education, experience, and expertise with pertinent information demonstrating qualifications for this RFP.

### 3.6.5 Desirable Qualifications

- Previous experience moderating meetings;
- Outreach experience;



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- Nonpartisan approach;
- Experience with diverse communities and populations;
- Experience redistricting for varied political or interest groups; and,
- Experience working in communities where redistricting may have been controversial.

#### 4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 4:00pm on January 6, 2020. Responses to the questions will be posted on the City's electronic bid notification system website no later than the date and time shown below. The website may be accessed from [longbeach.gov/purchasing](http://longbeach.gov/purchasing) by navigating to "Bids/RFPs". It is recommended that all proposers visit this website on a regular basis, as responses may be posted earlier than the date shown.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

#### 4.2 **RFP Timeline (times indicated are Pacific Time)**

<b>TASK</b>	<b>DATE/TIME</b>
Mandatory pre-proposal meeting/site walk	Not Applicable
Deadline for submitting questions	January 6, 2020 by 4:00pm
Answers to all questions submitted available	January 17, 2020 by 4:00pm
Deadline for submission of proposals	January 30, 2020 by 11:00am
Evaluation period	February 2020
Selection of Consultant	March 2020

**NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Consultants.**

#### 4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

solely responsible for “on time” submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 Proposals must be received by 11:00am (PT) on January 30, 2020. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Consultants may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Consultant. Consultant shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in four (4) distinct parts - the **narrative/technical proposal, cost proposal, financial stability, and the City of Long Beach purchasing forms**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.
- 4.11 **A responsive proposal will include the completed and executed in full by the Consultant of the following:**
- **Narrative/technical Proposal**
  - **Cost Proposal**
  - **Financial Stability** – acceptable submittal types of financial stability is Financial Statement or Annual Report, Business tax return, or Statement of income and related earnings and a balance sheet.
  - **City of Long Beach Purchasing Forms** – each of the following required City of Long Beach Purchasing forms provided with this RFP must be completed and executed in full by the Consultant and provided in this section:
    - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
    - Attachment C – Statement of Non-Collusion, signed and dated
    - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
    - Attachment E – Consultant’s W-9 and completed Vendor Application Form
    - Attachment F – Secretary of State Registration. Consultants must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Consultant has already filed, it may be uploaded as a general attachment.
    - Attachment G – Completed, signed and dated Equal Benefits Ordinance compliance questionnaire forms.
    - Attachment H – Insurance Requirements completed, signed and dated
    - Any Addenda

## 5. **PROPOSAL EVALUATION AND AWARD PROCESS**

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
  - 5.1.2 Experience in performance of comparable engagements;
  - 5.1.3 Expertise and availability of key personnel;



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 5.1.4 Financial stability;
- 5.1.5 Conformance with the terms of this RFP; and
- 5.1.6 Reasonableness of cost.

5.2 Proposals shall be kept confidential until a contract is awarded.

5.3 The City may also contact the references provided in response to Section 9.3; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.

5.4 The City reserves the right to request clarification of any proposal term from prospective Consultants.

5.5 Selected Consultant(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Consultant or withdraw the RFP.

5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

## **6. PROTEST PROCEDURES**

### **6.1 Who May Protest**

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

### **6.2 Time for Protest**

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

electronic bid notification system and maintaining an updated Consultant profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

## 7. **PROJECT SPECIFICATIONS**

Please refer to Section 3. SCOPE OF PROJECT

## 8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

## 9. **COMPANY BACKGROUND AND REFERENCES**

### 9.1 Primary Consultant Information



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

Consultants must provide a company profile. Information provided shall include:

- 9.1.1 Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Consultant must register with the State of California Secretary of State before a contract can be executed (<https://businesssearch.sos.ca.gov/>).
- 9.1.2 Location of the company offices.
- 9.1.3 Location of the office servicing any California account(s).
- 9.1.4 Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- 9.1.5 Location(s) from which employees will be assigned.
- 9.1.6 Name, address and telephone number of the Consultant's point of contact for a contract resulting from this RFP.
- 9.1.7 Company background/history and why Consultant is qualified to provide the services described in this RFP.
- 9.1.8 Length of time Consultant has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 9.1.9 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 9.1.10 Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings;
  - d) Statement of Changes in financial position.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

## 9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Consultant must:



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary consultant.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Consultant provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary Consultant shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

### 9.3 References

Consultants should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

### 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## 10. **COST**

10.1 Consistent with Section 4.10, the cost proposal is to be a separate document and shall include:

A standard Fee Schedule for services to be provided. The fee to be paid to the Consultant will be made at the Consultant's established billable rates for staff hours and actual expenses accrued in producing the required services, up to a maximum fee to be established through contract negotiations.

The Consultant's billable rates shall not include mark-ups for overhead and profit; no additional payment will be made for those items. The City will not reimburse the Consultant for mileage nor the use of computer equipment.

The City does not warrant or guarantee that the total contract amount will be reached or that any specific amount of work will be authorized during the term of the contract.

11. **BONDS** Not Applicable.

## 12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Consultant's Records – The Awarded Consultant shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Consultant which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

12.3 Americans with Disabilities Act – The Awarded Consultant hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Consultant will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Consultant will not discriminate against persons with disabilities nor against persons due to their relationship to or



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- association with a person with a disability. Any contract entered into by the Awarded Consultant (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Consultant shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
  - 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Consultant shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
  - 12.6 Compliance with Davis-Bacon Act – The Awarded Consultant shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
  - 12.7 Copyright – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a consultant purchases ownership with grant support.” The Awarded Consultant shall comply with 25 CFR 85.34.
  - 12.8 Drug-Free Workplace – The Awarded Consultant hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
  - 12.9 Energy Efficiency – The Awarded Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
  - 12.10 Environmental Legislation – The Awarded Consultant shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
  - 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit consultants from awarding any subcontract to persons (individuals or organizations)



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).

- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Consultant agrees that, to the extent consultants or subcontractors are utilized, the Awarded Consultants shall use small, minority, women-owned, or disadvantaged business concerns and consultants or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Consultant shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Consultant hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Consultant into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Consultant acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Consultant acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Consultant shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Consultant and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

### **13. TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 24 months with one (1) annual renewal option at the discretion of the City. The contract term will not exceed 36 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Consultants.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Consultant's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Consultant or prospective Consultant.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Consultants in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Consultant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Consultant for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Consultants prior to entering into a formal contract. Costs of developing the proposals or any other such expenses



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- incurred by the Consultant in responding to the RFP, are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Consultant may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
  - 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Consultant and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Consultant's obligations.
  - 13.17 The awarded Consultant will be the sole point of contract responsibility. The City will look solely to the awarded Consultant for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Consultant shall not be relieved for the non-performance of any or all subcontractors.
  - 13.18 The awarded Consultant must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Consultant has submitted acceptable evidence of the required insurance coverages. For reference, please see Attachment I for Insurance Requirements.
  - 13.19 Each Consultant must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Consultant on the grounds of actual or apparent conflict of interest.
  - 13.20 Each Consultant must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Consultant expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Consultant selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Consultant's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Consultant's proposal, and the awarded Consultant's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Consultant understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Consultant misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Consultant's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Consultant elects to use subcontractors, Consultant agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Consultant.

The provisions of this Section shall survive the expiration or termination of this Contract.

Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the Consultant to pay not less than the said prevailing rate of wages to all workers employed by the Consultant in the execution of this contract. The Consultant expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

**APPENDIX A**

**CITY OF LONG BEACH ENTERPRISE SYSTEM CATALG**

<b>Vendor</b>	<b>Product</b>	<b>System Purpose</b>	<b>Categories, Layers, or Modules</b>	<b>Custodian</b>	<b>Frequency Collected</b>	<b>Updated</b>
Accela Inc	GoLongBeach	Customer Relationship Management	CRM	Technology & Innovation	Daily	Daily
Active Network Inc.	Activenet	Recreation Software	Online Registration	Parks, Recreation and Marine	Daily	Daily
AssetWorks	FleetFocus	Vehicle maintenance	Work orders Tracking Service	Financial Management	Daily	Daily
Azteca Systems	CityWorks	Maintenance Management for City Assets	Service Requests, work orders	Public Works	Daily	Daily
BMC Software Inc	Remedy	Helpdesk Ticketing System Technology Inventory Maintenance	Hardware/Software Maintenance Track/Manage Helpdesk Request	Technology & Innovation	Daily	Daily
Data Ticket	Data Ticket	Parking ticket system	Violations; Notifications/Billing	Financial Management		
Dhameleon Software	Chameleon CMS	Software support for Animal Care	Shelter Case Management System licensing	Parks, Recreation and Marine	Daily	Daily
EpiServer	Episerver	City website	Content Management	Technology & Innovation	As Needed	As Needed
EpiServer	Episerver	Intranet Website	Content Management	Technology & Innovation	Daily	Daily
ESRI	ArcGIS Suite	Geographic Information System (GIS)	ArcGIS Server ArcGIS SDE	Technology & Innovation	Daily	Daily
Fiberlink	MAAS 360	Mobile Device Management	Mobile Device Management	Technology & Innovation	Daily	Daily
Granicus	Granicus	City Meeting Management	Webcasting	City Clerk	As Needed	As Needed
Granicus	Granicus	City Meeting Management	Votecast	City Clerk	As Needed	As Needed
Infor	Hansen	Land Records Management	Permits Processing	Technology & Innovation	Daily	Daily
Kronos	Empower	HR Payroll	Payroll	Financial Management	Daily	Daily
Laserfiche	RIO	Content management workflow records management document imaging	Document Imaging	Technology & Innovation	Daily	Daily
Microsoft	Microsoft Office Suite	Office Automation/productivity	E-mail; Databases for reporting	Technology & Innovation	Daily	Daily
Microsoft Corporation	Office 365	Email System	Enterprise Electronic Mail	Technology & Innovation	Daily	Daily
Microsoft Corporation	Sharepoint	Shared documents	City Intranet	Technology & Innovation	As Needed	As Needed
Microsoft Corporation	Skype for Business	Instant Messaging	Internal Messaging	Technology & Innovation	Daily	Daily
Neogov	Applicant Tracking	Online Applicant System	Applicant Tracking	Civil Service	Daily	Daily
Simpler Systems	EZ Famis	Financial Accounting	Accounting records; Financial data	Financial Management	Daily	Daily
SouthTech Systems	700	Conflict of Interest Reporting	Form 700	City Clerk	Annually	Annually

**APPENDIX B**

**PROJECT TIMELINE AND PROJECT PLAN**

The information below is meant to inform the submittal process and is subject to change.

<b>Project Task</b>	<b>Deadline</b>	<b>Lead</b>	<b>Deliverable(s)</b>
Evaluate Applications	August / September 2020	Consultant	<ul style="list-style-type: none"> <li>• Advise Commission on application evaluation best practices, based on objectivity, industry knowledge to identify most qualified candidates.</li> </ul>
Commissioner Training Plan	October 2020	Consultant	<ul style="list-style-type: none"> <li>• Method(s) / tool(s) for training Commissioners.</li> <li>• Schedule of trainings and subject matter covered.</li> <li>• Training handouts for public circulation.</li> <li>• Flexibility / Adaptation clause.</li> </ul>
Mapping Tool	March 1, 2021	Consultant	<ul style="list-style-type: none"> <li>• Implement online mapping tool for public submission of District maps.</li> </ul>
Complete Commissioner Trainings	March 1, 2021	Consultant / City Redistricting Team	<ul style="list-style-type: none"> <li>• December 9, 2020</li> <li>• January 13, 2021</li> <li>• January 27, 2021</li> <li>• February 10, 2021</li> <li>• February 24, 2021</li> </ul>
Commission Meetings	September 30, 2021	Consultant / City Redistricting Team	<ul style="list-style-type: none"> <li>• Attend and facilitate approximately twenty (20) meetings including nine (9) off-site, one (1) in each council district.</li> <li>• Assist Commission with Final Map and Council Reports.</li> </ul>





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment B**

### **PRO-FORMA AGREEMENT**

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[requirements may also change; contact Risk Management.]



1 necessary funds for such payment by the City in each fiscal year during the term of  
2 this Agreement. For the purposes of this Section, a fiscal year commences on  
3 October 1 of the year and continues through September 30 of the following year. In  
4 the event that the City Council of the City fails to appropriate the necessary funds  
5 for any fiscal year, then, and in that event, the Agreement will terminate at no  
6 additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for  
8 these services; provided, however, that access to City documents, records and the  
9 like, if needed by Consultant, shall be available only during City's normal business  
10 hours and provided that milestones for performance, if any, are met.

11 D. Consultant has requested to receive regular payments. City  
12 shall pay Consultant in due course of payments following receipt from Consultant  
13 and approval by City of invoices showing the services or task performed, the time  
14 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
15 on the invoices that Consultant has performed the services in full conformance with  
16 this Agreement and is entitled to receive payment. Each invoice shall be  
17 accompanied by a progress report indicating the progress to date of services  
18 performed and covered by the invoice, including a brief statement of any Project  
19 problems and potential causes of delay in performance, and listing those services  
20 that are projected for performance by Consultant during the next invoice cycle.  
21 Where billing is done and payment is made on an hourly basis, the parties  
22 acknowledge that this arrangement is either customary practice for Consultant's  
23 profession, industry or business, or is necessary to satisfy audit and legal  
24 requirements which may arise due to the fact that City is a municipality.

25 E. Consultant represents that Consultant has obtained all  
26 necessary information on conditions and circumstances that may affect its  
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of  
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on  
4 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner  
5 terminated as provided in this Agreement, or unless the services or the Project is  
6 completed sooner.

7 3. COORDINATION AND ORGANIZATION.

8 A. Consultant shall coordinate its performance with City's  
9 representative, if any, named in Exhibit "C", attached to this Agreement and  
10 incorporated by this reference. Consultant shall advise and inform City's  
11 representative of the work in progress on the Project in sufficient detail so as to  
12 assist City's representative in making presentations and in holding meetings on the  
13 Project. City shall furnish to Consultant information or materials, if any, described  
14 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
15 shall perform any other tasks described in the Exhibit.

16 B. The parties acknowledge that a substantial inducement to City  
17 for entering this Agreement was and is the reputation and skill of Consultant's key  
18 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
19 reference. City shall have the right to approve any person proposed by Consultant  
20 to replace that key employee.

21 4. INDEPENDENT CONTRACTOR. In performing its services,  
22 Consultant is and shall act as an independent contractor and not an employee,  
23 representative or agent of City. Consultant shall have control of Consultant's work and the  
24 manner in which it is performed. Consultant shall be free to contract for similar services to  
25 be performed for others during this Agreement; provided, however, that Consultant acts in  
26 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
27 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
28 (b) City will not secure workers' compensation or pay unemployment insurance to, for or



1 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
2 the usual and customary rights, benefits or privileges of City employees. Consultant  
3 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
4 shall represent themselves to be employees or agents of City.

5 5. INSURANCE.

6 A. As a condition precedent to the effectiveness of this  
7 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
8 duration of this Agreement, from insurance companies that are admitted to write  
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
10 Company or from authorized non-admitted insurance companies subject to Section  
11 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
12 by A.M. Best Company, the following insurance:

13 i. Commercial general liability insurance (equivalent in  
14 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
15 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
16 This coverage shall include but not be limited to broad form contractual  
17 liability, cross liability, independent contractors liability, and products and  
18 completed operations liability. City, its boards and commissions, and their  
19 officials, employees and agents shall be named as additional insureds by  
20 endorsement (on City's endorsement form or on an endorsement equivalent  
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
22 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
23 and this insurance shall contain no special limitations on the scope of  
24 protection given to City, its boards and commissions, and their officials,  
25 employees and agents. This policy shall be endorsed to state that the insurer  
26 waives its right of subrogation against City, its boards and commissions, and  
27 their officials, employees and agents.

28 ii. Workers' Compensation insurance as required by the

1 California Labor Code and employer's liability insurance in an amount not  
2 less than \$1,000,000. This policy shall be endorsed to state that the insurer  
3 waives its right of subrogation against City, its boards and commissions, and  
4 their officials, employees and agents.

5 iii. Professional liability or errors and omissions insurance  
6 in an amount not less than \$1,000,000 per claim.

7 iv. Commercial automobile liability insurance (equivalent in  
8 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
9 an amount not less than \$500,000 combined single limit per accident.

10 B. Any self-insurance program, self-insured retention, or  
11 deductible must be separately approved in writing by City's Risk Manager or  
12 designee and shall protect City, its officials, employees and agents in the same  
13 manner and to the same extent as they would have been protected had the policy  
14 or policies not contained retention or deductible provisions.

15 C. Each insurance policy shall be endorsed to state that coverage  
16 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
17 written notice to City, shall be primary and not contributing to any other insurance  
18 or self-insurance maintained by City, and shall be endorsed to state that coverage  
19 maintained by City shall be excess to and shall not contribute to insurance or self-  
20 insurance maintained by Consultant. Consultant shall notify City in writing within  
21 five (5) days after any insurance has been voided by the insurer or cancelled by the  
22 insured.

23 D. If this coverage is written on a "claims made" basis, it must  
24 provide for an extended reporting period of not less than one hundred eighty (180)  
25 days, commencing on the date this Agreement expires or is terminated, unless  
26 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,  
27 continuing coverage for a period of not less than three (3) years, commencing on  
28 the date this Agreement expires or is terminated.

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E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and contractors, at any time. Consultant shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Consultant, Consultant's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval

1 of City, except that Consultant may with the prior approval of the City Manager of City,  
2 assign any moneys due or to become due Consultant under this Agreement. Any  
3 attempted assignment or delegation shall be void, and any assignee or delegate shall  
4 acquire no right or interest by reason of an attempted assignment or delegation.  
5 Furthermore, Consultant shall not subcontract any portion of its performance without the  
6 prior approval of the City Manager or designee, or substitute an approved subconsultant  
7 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
8 prevent Consultant from employing as many employees as Consultant deems necessary  
9 for performance of this Agreement.

10 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
11 certifies that, at the time Consultant executes this Agreement and for its duration,  
12 Consultant does not and will not perform services for any other client which would create  
13 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
14 of that other client. Consultant further certifies that Consultant does not now have and shall  
15 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
16 other source of income, interest in real property or investment which would be affected in  
17 any manner or degree by the performance of Consultant's services hereunder. And,  
18 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
19 and contractors.

20 8. MATERIALS. Consultant shall furnish all labor and supervision,  
21 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
22 necessary to or used in the performance of Consultant's obligations under this Agreement,  
23 except as stated in Exhibit "D".

24 9. OWNERSHIP OF DATA. All materials, information and data  
25 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
26 with this Agreement, including but not limited to documents, estimates, calculations,  
27 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
28 models, reports, summaries, drawings, designs, notes, plans, information, material and

1 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
2 and City shall have the unrestricted right to use and disclose the Data in any manner and  
3 for any purpose without payment of further compensation to Consultant. Copies of Data  
4 may be retained by Consultant but Consultant warrants that Data shall not be made  
5 available to any person or entity for use without the prior approval of City. This warranty  
6 shall survive termination of this Agreement for five (5) years.

7 10. TERMINATION. Either party shall have the right to terminate this  
8 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
9 prior written notice to the other party. In the event of termination under this Section, City  
10 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
11 effective date of termination for which Consultant has not been previously paid. The  
12 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
13 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
14 the performance of this Agreement, whether in draft or final form, or in process. And,  
15 Consultant acknowledges and agrees that City's obligation to make final payment is  
16 conditioned on Consultant's delivery of the Data to City.

17 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
18 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
19 performing its services, during the term of this Agreement and for five (5) years following  
20 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
21 all information, whether written, oral or visual, obtained by any means whatsoever in the  
22 course of performing its services for the same period of time. Consultant shall not disclose  
23 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
24 of others except for the purpose of this Agreement.

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

4 A. Any costs incurred by City due to Consultant's failure to meet  
5 the standards required by the scope of work or Consultant's failure to perform fully  
6 the tasks described in the scope of work which, in either case, causes City to request  
7 that Consultant perform again all or part of the Scope of Work shall be at the sole  
8 cost of Consultant and City shall not pay any additional compensation to Consultant  
9 for its re-performance.

10 B. If the Project involves construction and the scope of work  
11 requires Consultant to prepare plans and specifications with an estimate of the cost  
12 of construction, then Consultant may be required to modify the plans and  
13 specifications, any construction documents relating to the plans and specifications,  
14 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
15 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
16 This modification shall be submitted in a timely fashion to allow City to receive new  
17 bids within four (4) months after the date on which the original plans and  
18 specifications were submitted by Consultant.

19 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
20 amended, nor any provision or breach waived, except in writing signed by the parties which  
21 expressly refers to this Agreement.

22 15. LAW. This Agreement shall be construed in accordance with the laws  
23 of the State of California, and the venue for any legal actions brought by any party with  
24 respect to this Agreement shall be the County of Los Angeles, State of California for state  
25 actions and the Central District of California for any federal actions. Consultant shall cause  
26 all work performed in connection with construction of the Project to be performed in  
27 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
28 county or municipal governments or agencies (including, without limitation, all applicable

1 federal and state labor standards, including the prevailing wage provisions of sections 1770  
2 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
3 marshal, health officer, building inspector, or other officer of every governmental agency  
4 now having or hereafter acquiring jurisdiction.

5 16. PREVAILING WAGES.

6 A. Consultant agrees that all public work (as defined in California  
7 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
8 Work"), if any, shall comply with the requirements of California Labor Code sections  
9 1770 *et seq.* City makes no representation or statement that the Project, or any  
10 portion thereof, is or is not a "public work" as defined in California Labor Code  
11 section 1720.

12 B. In all bid specifications, contracts and subcontracts for any  
13 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
14 wages and the general prevailing rate for holiday and overtime work in this locality  
15 for each craft, classification or type of worker needed to perform the Public Work,  
16 and shall include such rates in the bid specifications, contract or subcontract. Such  
17 bid specifications, contract or subcontract must contain the following provision: "It  
18 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
19 wages to all workers employed by the contractor in the execution of this contract.  
20 The contractor expressly agrees to comply with the penalty provisions of California  
21 Labor Code section 1775 and the payroll record keeping requirements of California  
22 Labor Code section 1771."

23 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
24 constitutes the entire understanding between the parties and supersedes all other  
25 agreements, oral or written, with respect to the subject matter in this Agreement.

26 18. INDEMNITY.

27 A. Consultant shall indemnify, protect and hold harmless City, its  
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,  
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
3 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
4 in connection with (1) Consultant’s breach or failure to comply with any of its  
5 obligations contained in this Agreement, including any obligations arising from the  
6 Project’s compliance with or failure to comply with applicable laws, including all  
7 applicable federal and state labor requirements including, without limitation, the  
8 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
9 acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
10 employees, agents, subcontractors, or anyone under Consultant’s control, in the  
11 performance of work or services under this Agreement (collectively “Claims” or  
12 individually “Claim”).

13 B. In addition to Consultant’s duty to indemnify, Consultant shall  
14 have a separate and wholly independent duty to defend Indemnified Parties at  
15 Consultant’s expense by legal counsel approved by City, from and against all  
16 Claims, and shall continue this defense until the Claims are resolved, whether by  
17 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
18 breach, or the like on the part of Consultant shall be required for the duty to defend  
19 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
20 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
21 in the defense.

22 C. If a court of competent jurisdiction determines that a Claim was  
23 caused by the sole negligence or willful misconduct of Indemnified Parties,  
24 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the  
25 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
26 percentage of willful misconduct attributed by the court to the Indemnified Parties.

27 D. The provisions of this Section shall survive the expiration or  
28 termination of this Agreement.



1                   19.    AMBIGUITY. In the event of any conflict or ambiguity between this  
2 Agreement and any Exhibit, the provisions of this Agreement shall govern.

3                   20.    NONDISCRIMINATION.

4                   A.     In connection with performance of this Agreement and subject  
5 to applicable rules and regulations, Consultant shall not discriminate against any  
6 employee or applicant for employment because of race, religion, national origin,  
7 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
8 disability. Consultant shall ensure that applicants are employed, and that  
9 employees are treated during their employment, without regard to these bases.  
10 These actions shall include, but not be limited to, the following: employment,  
11 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
12 termination; rates of pay or other forms of compensation; and selection for training,  
13 including apprenticeship.

14                  B.     It is the policy of City to encourage the participation of  
15 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
16 procurement process, and Consultant agrees to use its best efforts to carry out this  
17 policy in its use of subconsultants and contractors to the fullest extent consistent  
18 with the efficient performance of this Agreement. Consultant may rely on written  
19 representations by subconsultants and contractors regarding their status.  
20 Consultant shall report to City in May and in December or, in the case of short-term  
21 agreements, prior to invoicing for final payment, the names of all subconsultants  
22 and contractors hired by Consultant for this Project and information on whether or  
23 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
24 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

25                  21.    EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
26 accordance with the provisions of the Ordinance, this Agreement is subject to the  
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
28 Long Beach Municipal Code, as amended from time to time.

1           A.     During the performance of this Agreement, the Consultant  
2 certifies and represents that the Consultant will comply with the EBO. The  
3 Consultant agrees to post the following statement in conspicuous places at its place  
4 of business available to employees and applicants for employment:

5           “During the performance of a contract with the City of Long Beach, the  
6 Consultant will provide equal benefits to employees with spouses and its  
7 employees with domestic partners. Additional information about the City of  
8 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
9 Long Beach Business Services Division at 562-570-6200.”

10          B.     The failure of the Consultant to comply with the EBO will be  
11 deemed to be a material breach of the Agreement by the City.

12          C.     If the Consultant fails to comply with the EBO, the City may  
13 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
14 to become due under the Agreement may be retained by the City. The City may  
15 also pursue any and all other remedies at law or in equity for any breach.

16          D.     Failure to comply with the EBO may be used as evidence  
17 against the Consultant in actions taken pursuant to the provisions of Long Beach  
18 Municipal Code 2.93 et seq., Contractor Responsibility.

19          E.     If the City determines that the Consultant has set up or used its  
20 contracting entity for the purpose of evading the intent of the EBO, the City may  
21 terminate the Agreement on behalf of the City. Violation of this provision may be  
22 used as evidence against the Consultant in actions taken pursuant to the provisions  
23 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

24          22.    NOTICES. Any notice or approval required by this Agreement shall  
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
26 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
27 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
28 to the City Engineer at the same address. Notice of change of address shall be given in

1 the same manner as stated for other notices. Notice shall be deemed given on the date  
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3 23. COPYRIGHTS AND PATENT RIGHTS.

4 A. Consultant shall place the following copyright protection on all  
5 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

6 B. City reserves the exclusive right to seek and obtain a patent or  
7 copyright registration on any Data or other result arising from Consultant's  
8 performance of this Agreement. By executing this Agreement, Consultant assigns  
9 any ownership interest Consultant may have in the Data to City.

10 C. Consultant warrants that the Data does not violate or infringe  
11 any patent, copyright, trade secret or other proprietary right of any other party.  
12 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
13 and employees harmless from any and all claims, demands, damages, loss, liability,  
14 causes of action, costs or expenses (including reasonable attorney's fees) whether  
15 or not reduced to judgment, arising from any breach or alleged breach of this  
16 warranty.

17 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
18 that Consultant has not employed or retained any entity or person to solicit or obtain this  
19 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
20 commission or other monies based on or from the award of this Agreement. If Consultant  
21 breaches this warranty, City shall have the right to terminate this Agreement immediately  
22 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
23 due under this Agreement or otherwise recover the full amount of the fee, commission or  
24 other monies.

25 25. WAIVER. The acceptance of any services or the payment of any  
26 money by City shall not operate as a waiver of any provision of this Agreement or of any  
27 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
28 Agreement shall not constitute a waiver of any other or subsequent breach of this

1 Agreement.

2           26. CONTINUATION. Termination or expiration of this Agreement shall  
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
4 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

5           27. TAX REPORTING. As required by federal and state law, City is  
6 obligated to and will report the payment of compensation to Consultant on Form 1099-  
7 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
8 resulting from payments under this Agreement. Consultant shall submit Consultant's  
9 Employer Identification Number (EIN), or Consultant's Social Security Number if  
10 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
11 Financial Management. Consultant acknowledges and agrees that City has no obligation  
12 to pay Consultant until Consultant provides one of these numbers.

13           28. ADVERTISING. Consultant shall not use the name of City, its officials  
14 or employees in any advertising or solicitation for business or as a reference, without the  
15 prior approval of the City Manager or designee.

16           29. AUDIT. City shall have the right at all reasonable times during the  
17 term of this Agreement and for a period of five (5) years after termination or expiration of  
18 this Agreement to examine, audit, inspect, review, extract information from and copy all  
19 books, records, accounts and other documents of Consultant relating to this Agreement.

20           30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
21 designed to or entered for the purpose of creating any benefit or right for any person or  
22 entity of any kind that is not a party to this Agreement.

23           IN WITNESS WHEREOF, the parties have caused this document to be duly  
24 executed with all formalities required by law as of the date first stated above.

(NAME OF CONSULTANT)

25 \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

26 Name \_\_\_\_\_

27 Title \_\_\_\_\_

28

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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\_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
City Manager

"City"

This Agreement is approved as to form on \_\_\_\_\_, 20\_\_.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

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Print Name & Title



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Redistricting Partners

Business/Consultant/Agency

Paul Mitchell

Name of Authorized Representative

Owner / CEO

Title of Authorized Representative

Signature of Authorized Representative

October 19, 2020

Date

r20141001



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the  
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment E**

### **W-9 Request for Taxpayer Identification Number and Certification**

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

Form <b>W-9</b> (Rev. October 2015) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Notes:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**     Signature of U.S. person ▶ \_\_\_\_\_     Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## VENDOR APPLICATION FORM

<b>Company Name</b> (same as line 1 on W9):	
<b>DBA Name</b> (same as line 2 on W9):	
<b>Federal Tax ID Number (or SSN):</b>	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/> <small>leave blank if not applicable</small> )
<b>Web Address:</b>	
<b>Purchase Order Address:</b>	
<b>Attn:</b>	
<b>City:</b>	
<b>State:</b>	<b>Zip Code:</b>
<b>Contact Name:</b>	
<b>Email:</b>	
<b>Phone Number:</b>	
<b>Fax:</b>	
<b>Toll Free:</b>	
<b>'Remit to' Address :</b>	<small>If 'remit to' address is the same as the purchase order address, put SAME in first box only</small>
<b>Attn:</b>	
<b>City:</b>	
<b>State:</b>	<b>Zip Code:</b>
<b>Contact Name:</b>	
<b>Email:</b>	
<b>Phone Number:</b>	
<b>Fax:</b>	
<b>Toll Free:</b>	
<b>Type of Ownership:</b>	
Individual <input type="radio"/>	Partnership <input type="radio"/>
Corporation <input type="radio"/>	LLC <input type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>
<b>Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)</b>	
MBE <input type="radio"/>	WBE <input type="radio"/>
Local <input type="radio"/>	DBE <input type="radio"/>
Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number: _____	



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 Long Beach, CA 90802

## Attachment F

### Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/Consultants must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<https://businesssearch.sos.ca.gov/>

The screenshot shows the website for the California Secretary of State's Business Search. The header includes the name 'Alex Padilla, California Secretary of State' and a navigation menu with links like 'About', 'Business', 'Notary & Authentications', etc. The main content area is titled 'Business Search' and provides instructions on how to use the search tool. It lists search criteria such as 'Search by Corporation Name', 'Search by LP/LLC Name', and 'Search by Entity Number'. A search form is visible with fields for 'Search Criteria', 'Search Filter', and 'Keyword', along with a 'Search' button.



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Long Beach, CA 90802

## Attachment G

### Equal Benefits Ordinance (EBO) Compliance Form

#### EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Consultant/Vendor ("Consultant") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Consultant shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. Cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts  
Leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Consultants who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that the City has issued them a waiver. Consultants must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Consultants can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Consultant/vendor submits evidence of taking reasonable measures to comply with the EBO; or



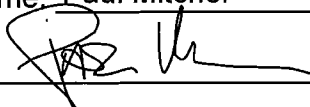
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Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Consultant/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Consultant's current collective bargaining agreement(s).

Compliance with the EBO

If a Consultant has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Consultant may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Consultant an irresponsible bidder and disqualify the Consultant from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Consultant, which may be deducted from money otherwise due the Consultant. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Consultant understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Consultant shall comply with this provision.

Printed Name: Paul Mitchel Title: Owner / CEO  
Signature:  Date: October 19, 2020  
Business Entity Name: Redistricting Partners



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

Section 1. CONSULTANT/VENDOR INFORMATION

Name: Paul Mitchell Federal Tax ID No. \_\_\_\_\_  
Address: 1007 7th St, 4th Floor  
City: Sacramento State: CA ZIP: 95864  
Contact Person: Kimi Shigetani Telephone: 800-996-1019  
Email: kimi@redistrictingpartners.com Fax: \_\_\_\_\_

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Consultant/Vendor has no employees. \_\_\_\_ Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes \_\_\_\_ No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes \_\_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes \_\_\_\_ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  Yes \_\_\_\_ No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Consultant/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Consultant/vendor submits evidence of taking reasonable measures to comply with the EBO; or



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 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Consultant/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the Consultant's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
 \_\_\_ Yes \_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 19 day of October, 2020, at Sacramento, CA  
 Name Paul Mitchell Signature [Signature]  
 Title Owner / CEO Federal Tax ID No. \_\_\_\_\_





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Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment H

### Insurance Requirements

**INSURANCE.** As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Consultant in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- (d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

# EXHIBIT “A-2”

## Scope of Work



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number CM20-015**  
**For**  
**Independent Redistricting Commission Services**

Release Date:	12/19/2019
Questions Due to the City:	01/06/2020
Posting of the Q & A:	01/17/2020
Due Date:	01/30/2020

*City Contact: Christina Sarmiento Assistant Buyer II 562-570-7062*

**See Section 4 for instructions on submitting proposals.**

Company Name Redistricting Partners Contact Person Paul Mitchell

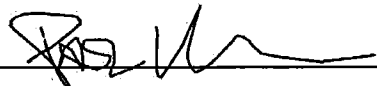
Address 1007 7th St, Fourth Floor City Sacramento State CA Zip 95814

Telephone (800) 996-1019 Fax ( ) Federal Tax ID No. XXXXXXXXXX

E-mail: info@redistrictingpartners.com

Prices contained in this proposal are subject to acceptance within 120 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 1/29/2020

Signed 

Print Name & Title Paul Mitchell, Owner and CEO

Rev 2016 0919

City of Long Beach

Independent Redistricting Services

RFP #CM20-015

January 29, 2020

## Table of Contents

PART 1 Narrative Proposal.....	4
Section 3. Scope of Project .....	7
3.1 Compliance with Existing Laws .....	8
3.2 Department Support.....	9
3.3 Commission Support.....	10
3.4 Mapping Software.....	15
3.5 Effective Commission Training.....	17
3.6.1 Demonstrated Experience and Expertise .....	19
3.6.2 Previous Work Examples.....	21
3.6.3 Previous Mapping Challenges and Outcomes .....	27
3.6.4 Consultant Staff Information .....	29
3.6.5 Desirable Qualifications .....	33
Section 7. Project Specifications.....	36
Section 8. Warranty / Maintenance of Service.....	37
Section 9. Company Background and References .....	38
About Redistricting Partners.....	39
References .....	41
Subcontractors.....	45
Redistricting Software.....	45
PART 2 Cost Proposal.....	46
Section 10. Costs.....	47
Subcontractor Costs.....	50
Part 3 Financial Stability.....	52
Redistricting Partners Financial Position .....	53
Balance Sheet.....	54
Profit and Loss.....	55
2018 Tax Return.....	57
Cash Flows.....	58

PART 4 City of Long Beach Purchasing Forms..... 59

Attachment A - Terms and Conditions..... 60

Attachment B – Statement of Non-Collusion ..... 61

Attachment C – Statement of Non-Collusion ..... 62

Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate.... 63

Attachment E – Consultant’s W-9 and completed Vendor Application ..... 64

Attachment F – Secretary of State Registration ..... 66

Attachment G – Equal Benefits Ordinance ..... 67

Attachment H – Insurance Requirements ..... 68

..... 69

PART 5 Additional Attachments..... 69

Attachment I – Addendum 1..... 70

Attachment J – Potential Outreach Subcontractors..... 73

Attachment K – Referenced Documents ..... 78

Attachment L – Resumes ..... 82

Attachment M – Plans and Trainings..... 111

# PART 1

## Narrative Proposal

January 29, 2020

Dear Evaluation Committee,

I am extremely proud to submit this proposal for 2020-2021 redistricting process in the City of Long Beach.

Redistricting Partners is a specialized redistricting firm that conducts services for organizations and local governments ranging from racially polarized voting analysis, conversion of elections from at-large to districted under the California Voting Rights Act, and traditional redistricting, including performing the 2011 commission-based redistricting for the Los Angeles Unified School District, which encompasses 4.8 million residents and 26 cities.

As will be seen throughout this proposal, we have the experience and knowledge to assist the city staff in every step of the coming redistricting, from recruitment of potential commissioners, through the application and evaluation, training of staff and commissioners, to the data gathering, line drawing, map presentation and all technical aspects of the work.

There is one thing I would like to highlight in this proposal at the outset. During the time that I have worked in redistricting, data and demographics, I have had the fortune of working with some of the most experienced researchers and civic engagement leaders in the state.

In developing this proposal I have tapped two of these individuals as members of our team: Connie Malloy, a member of the California Redistricting Commission (a commission so successful it was cited directly in the official ballot arguments for Measure DDD which created the Long Beach Citizens Redistricting Commission), and Dr. Mindy Romero, founder and director of the California Civic Engagement Project at the University of Southern California, and President of the Board of California Common Cause.

These two individuals are an extraordinary addition to the team and their presence alone will help to confer the seriousness with which the city is taking the charge to conduct a nonpartisan, public-oriented, truly independent redistricting.



With their help, we can ensure a process that empowers commissioners, engages the community, and produces a redistricting that is aligned with the initial rationale for the creation of the redistricting commission itself.

From the principal consultants on the project to our newest staff, we each view this as a collaborative process with the city staff and commission, with a shared goal of a high-quality, fair, open and transparent redistricting process, and we look forward to working with you.

Sincerely,



Paul Mitchell  
Owner, Redistricting Partners

## Section 3. Scope of Project

This proposal is inclusive of both the broad scope of the City of Long Beach redistricting process, and the detailed, technical work of redistricting.

For a proposal with several elements, each of which requires specific skills and experience, we have brought in specific individuals to help facilitate a redistricting that the city and community can take pride in.

- For assisting the city in development of a high-quality commission recruitment, training, and empowering the commission, we bring a member of the California State Redistricting Commission, Connie Malloy.
- For the technical aspects of redistricting, and leading the team, we bring Paul Mitchell, a recognized leader in California demographics, data and redistricting, with experience conducting dozens of successful redistrictings.
- For engaging the community, we have as a member of our Redistricting Partners team, one of the leading researchers on elections and demographics in California, Dr. Mindy Romero.

The following goes through each individual element in the scope of work outlined in the RFP.

### 3.1 Compliance with Existing Laws

3.1 Compliance of Applicable Laws  
Ensure redistricting process and final map comply with the federal, state and local laws including:

Redistricting Partners is well prepared to assist the city and commission in the decennial redistricting process, including working with existing state and federal voting rights act laws, new California statutes on redistricting for cities, the local ordinance creating the redistricting commission, and utilizing traditional redistricting criteria, borne out of state and local laws, caselaw, and best practices, in order to facilitate the process in an open and transparent manner.

As a firm, and individuals, we have successfully conducted dozens redistricting projects, large and small, and worked to ensure our work product always complied with state and federal voting rights laws.

As could be expected with the first implementation of the California Redistricting Commission, the process came with a number of lawsuits, one significant lawsuit was faced even before the commission was seated, then an additional seven after the drawing of lines. Connie Malloy, as a member of the commission, and a rotating Chair, was part of the team successfully defending their commission-drawn maps against these legal challenges, including one case before the California Supreme Court.

We are not attorneys, but we work closely with city legal counsel and outside law firms regularly in order to ensure our redistricting work follows state and federal laws. In fact, one of our recommendations comes from an attorney with whom we have completed, and are continuing to work on, several redistricting and racially polarized voting contracts.

### 3.2 Department Support

#### 3.2 Department Support

Provide necessary support to departments to ensure a successful commissioner recruitment and selection process, and continued support for Commission activities.

This part of the proposal is one of the reasons we are extremely excited to be working with Commissioner Malloy, who, in addition to her work with the state on redistricting also has a long background working with organizations in a collaborative fashion and is uniquely qualified to assist the city in the commission recruitment, evaluation, and training elements.

In addition, Dr. Romero will serve as an excellent resource for the city staff, helping to ensure that the commissioner recruitment is designed to recruit a diverse pool of applicants and working to document the work with quantitative and qualitative data which will help the city staff communicate the process to the public, councilmembers, media or other interested parties.

Mitchell and the other Redistricting Partners staff have significant experience in helping city managers, other local agency staff, redistricting commissioners, and local elected officials, who are most often in charge in local redistricting, become proficient in the traditional criteria used in redistricting and the technical aspects of understanding the data and line drawing.

Mitchell and other senior Redistricting Partners staff will attend all commission meetings and be on hand for all redistricting functions, including council meetings as required.

This portion of the proposal, which will consume much of the early process of the redistricting contract, will be key to producing a competent and empowered commission, and as such, we have made this a real focus, as will be seen throughout this proposal.

### 3.3 Commission Support

3.3 Commission Support  
Provide all necessary support to Commission to ensure a successful adoption of a Final Map with a written description of the boundaries, and any reports to City Council.

Once the commission is established, Redistricting Partners will attend all meetings and facilitate the process of establishing the workplan and timeline for creating new district boundaries within six months of the release of the Public Law 94-171 Redistricting Data File from the US Census. This is expected to be released in late March of 2020.

As the line drawers for the LAUSD Redistricting Commission and the redistricting firm chosen by dozens of jurisdictions, big and small, urban and rural, we are experienced working with a variety of City Councils, School Boards, special agencies, working group members, commissioners, staff, and attorneys to ensure fair and transparent process.

As the line drawers for LAUSD we were present at numerous community meetings discussing community of interests, created reports and maps of the proposed lines throughout the process, and were able to answer questions from Commissioners and staff regarding the development of the jurisdictional lines.

The work for the Long Beach Redistricting Commission will include developing processes for the commission to identify communities of interest.

A part of this work will be objective data collection and presentation from Dr. Mindy Romero, one of the state's leading experts in demographics with an academic faculty position at USC. Her work will provide an eye-opening analysis of the public data which could serve to reinforce the commissioner's incoming viewpoints of the demographics of their city, or allow for a greater understanding of parts of the city to which they have not been exposed. This process is often extremely illuminating for those who will be undertaking such an important task in a city bounding with diversity and dozens of potential different communities of interest.

We will work at the direction of the staff and commissioners, however we will suggest a process that is aligned with current state law that emphasizes a strong engagement with the public and identification of communities of interest before anyone starts talking about drawing actual maps.

We have found that the discussions around community of interest can come to an end, or shift dramatically, once a line is introduced. The line drawing is inevitable, but there should be a sense that the commission has developed a full understanding of the communities being impacted by redistricting before the introduction of commission-drawn redistricting plans.

Once commission line drawing is engaged, it should be presented to the public in an open and transparent manner. In our experience there are three different ways that a commission, council, working group, or other set of policymakers can undertake the line-drawing process, and we will work with the commissioners and staff to decide how they would like to develop potential plans. These primary means include:

- 1) Redistricting Staff Direction - the commission can direct the redistricting staff to draw multiple potential maps based on a set of priorities and criteria based on public input and return to the commission to present several plan alternatives in a public forum for discussion.
- 2) Begin with a Public Map - The commission could choose to begin the process with a public map, or multiple maps, drawn and submitted by the community, and ask for redistricting staff to create from public submissions a set of districting alternatives. This kind of strategy gives real value to the public outreach process and reinforces that the district lines are a product of community engagement.
- 3) Live Line Drawing - The commission could establish a day during which they and staff would conduct live line drawing, starting with a blank map and working with staff to draw potential districts and create some alternatives for public comment. This method has the advantage of directly showing tradeoffs and allowing the public to hear discussion about each specific element of the boundaries as they are being developed.

Of course, the process could use a combination of these methods. For example, at the recent CVRA conversion to districts that Redistricting Partners completed in the City of Davis, the council began with a set of boundaries drawn by a member of the public during a Saturday outreach meeting in the local senior center. They then had a discussion about potential changes, leading to a line-drawing during the meeting which ultimately resulted in the final plan which was adopted - a community drawn plan, with adjustments based on rationale expressed by the councilmembers, before a live audience and televised.

In addition to commission-drawn plans, we are expecting to have a robust process of engaging the public in both using mapping and data to develop community of interest testimony and the drawing of actual district maps.

While it is not discussed in the RFP we will suggest to staff two methods of line drawing options for the public:

- 1) **Online mapping** – this is covered in depth later in this plan, but we would recommend using Caliper’ Maptitude Online Redistricting program to facilitate public mapping of district alternatives. Through a long redistricting process, we should be able to engage the public, conduct training on the system, and ultimately receive valuable input on potential lines.
  
- 2) **Paper/Hard copy mapping** – while online tools are powerful, they have a steep learning curve and can be discouraging to many members of the public from whom we would greatly desire public input. For most local redistrictings we recommend using a process of creating maps of the city or jurisdiction on large format, laminated handouts. Examples of these can be seen in our attachments. In one version of the maps, we utilized overlapping Neighborhood boundaries as that was a key geographic community of interest that the council and public testimony identified in the earlier hearings. These handouts have both the city boundaries, often some of the geographic elements like neighborhoods, freeways, and other geographic features. Then they have either census block group or precinct level counts (with rounded numbers). Armed with dry-erase markers and a calculator, we work one-on-one or in groups with members of the public as they draw their ideal plans.

Whether done online or by hand, all mapping options submitted by the public have value. A map does not have to be perfect to tell a story about how a member of the public views their community, and how they would choose to make tradeoffs between the different factors in redistricting. What is important is that residents have an opportunity to tell their story about their city and we provide the tools and opportunities to do this.

Public engagement, if successful, also needs to be organized and analyzed in order to inform the commission and their line drawing process. Every plan that is submitted, whether through the online system, or drawn on a napkin, will become a part of the official input for the commission districting process. Each will be logged, given a

number, be analyzed for measures like population equality and reproduced in the commission mapping software so they can be understood by the same metrics as any commission drawn plan.

By treating every plan equally, we are also able to provide the commission with the tools to discuss the pros and cons of different mapping options. This includes being able to work to incorporate elements of public plans in the work of the commission, or being able to communicate to the public why a plan does not meet the criteria set forth in state or federal law, or the criteria developed by the commission through the redistricting process.

The mapping alternatives will be produced and stored in a way that the council, commission, or members of the public can view in one of three ways:

- 1) PDF Maps - these are user friendly and print, generally on an 8.5x11 format. They don't provide street-level detail, but can be helpful in understanding the general outlines of district plans.
- 2) Online / Google Maps - these are online maps which allow the viewer to zoom in on a map, search for an address, or bring up features, like streets and satellite images, to better understand where district lines land.
- 3) GIS files - shapefiles and data that can be used by GIS experts, organizations with technical skills who will want to import the raw data into their own systems for analysis.

As we have done in other redistrictings, the final plan will be presented to the commission and the council with a narrative, describing the source of the map, how it was developed, the communities of interest that were considered in the construction of each district, and what tradeoffs were considered as the commission sought to equitably create the election district boundaries.

This is also a part of the process where we can draw on the contributions from Dr. Romero. Her analysis of the communities of interest, analysis of the final districting plan, and alternatives, will be a powerful part of the final presentation.

After completion of the redistricting process we work with county registrars, elections officials their staff to ensure all relevant data on the jurisdiction lines are submitted and incorporated for the next election.

The redistricting staff will also work, led by Dr. Romero, on a written report from the



commission to the city council and clerk regarding the commission process and what improvements could be made prior to the next redistricting in 2031.

### 3.4 Mapping Software

#### 3.4 Mapping Software

Implement mapping tools that are accessible, understandable, and engaging to tests data sets, generate sample maps for the use of the Commission, provide software to the public for public submissions for district maps and allows for final adoption of District Maps.

#### **Internal Mapping Software**

For this proposal we have included the Caliper Corporation as a subcontractor. These are the makers of Maptitude for Redistricting, a professional quality tool for political redistricting. This tool was used in 2011 by the California Redistricting Commission and is the tool used by Redistricting Partners for almost all of our district boundary contracts.

The system has been used by most state legislatures, both political parties, and public interest groups. The base geography used with this software is the US Census TIGER files, which go down to the census block level.

Maptitude for Redistricting is based on Caliper's own GIS platform, and is compatible with all common GIS file formats, with Redistricting Partners very adept at using the system with many kinds of datasets and GIS files from public and private sources.

MtR allows calculation of custom fields to create new ways of viewing and measuring district plans against criteria that may be set by the commission. For example, it instantly processes district population deviations, and while line drawing will allow for the user to see the impact on deviations that would come as a function of that change. This "track changes" also allows for the simultaneous viewing of how the line changes will impact communities of interest or any other dataset that has been properly written to the census geography.

#### **Public Mapping Software**

Maptitude for Redistricting has a secondary tool, called Maptitude Online Redistricting, which is designed for online access and plan submission.

Maptitude Online Redistricting is web-based redistricting software designed for governments or organizations that want to provide their members or the general public

with a means to draw and report redistricting plans. Because the Windows and online versions share common file formats, plans developed online can be electronically submitted to the Redistricting Partners staff and analyzed for the commission and city staff.

Caliper Corporation, the company which makes Maptitude, provides numerous free resources in the forms of manuals, guides, tutorials, instructional videos, and practice exercises with purpose-built data.

### **Technical Training**

For this proposal, Caliper will be conducting one in-person training, 10 scheduled online trainings, and will be available for 10 hours of support.

These resources can be split between the internal software, to the extent that the city staff or commission would like to learn how to use MtR, and the online system which could be the tool of choice for the commission and staff.

These trainings and support hours can also be used to train organizations or members of the public who have an interest in developing skill with the software.

### **Map Evaluation**

Redistricting Partners has been collecting, conforming, and performing analysis on census data sets for over a decade. This analysis has nearly always included an evaluation of Voting Rights Act compliance, frequently through the use of in-house software solutions and tools.

We will be using Maptitude as a part of a suite of tools to evaluate maps. This might also include "R" an advanced statistical program, and Tableau, a infographics program which allows for improved data presentation and thematic maps.

### **Plan and Data Storage**

Redistricting Partners regularly uses Dropbox and FTP sites to store large files and make them available to the client, and the public.

### 3.5 Effective Commission Training

3.5 Effective Commission Training  
Complete a training plan by October 1, 2020 for Commission meetings beginning in December 2020, to train Commissioners on the legal requirements and the redistricting process.

With the commission in place, Redistricting Partners will work with them and staff in developing a training plan and ensuring that they are well armed with the tools necessary to engage in the redistricting process.

This includes training on:

- Understanding the US Census databases, the differences between the decennial census file used for determining population of a district, and the American Community Survey used for determining the racial and ethnic composition.
- Creating awareness of the nested census geographies, and the strengths and weakness of working in each geography – and their interplay with other geographic areas such as election precincts, neighborhood lines, and other geographic elements that can be a part of a redistricting process.
- Use the training to bring life to the concepts underlying technical terms like contiguity and compactness (both of which actually have new definitions in California statute in 2020).
- Exploring other datasets that can be valuable in redistricting, such as data on educational attainment, income, housing, transportation, healthcare, workforce and other ways in which communities can be identified.

One caveat with this training is the timing of this kind of engagement. As discussed in a prior section, there is a tension between the parts of the process where we are working to develop robust community of interest testimony, and the line drawing process.

The state law requires that the line drawing wait. And, as such, it might be prudent to develop the training plan and tools for developing expertise in mapping, but hold off on the actual exercises until after the commission has had a chance to receive public input and think about the city and its important populations more abstractly.

Additionally, in our experience, commissioner training includes is more than teaching a commissioner how to draw a map, it also includes helping them think about their role in the process. We would stress the importance of nonpartisanship, respect for community of interests, and a deep understanding of the redistricting norms and best practices. Being uniquely qualified to help in this part of the commissioner development process is a key strength of our proposal.

Led by Commissioner Connie Malloy, we would develop a training plan that goes beyond the technical elements of redistricting and draws on her experience to empower the commissioners. This will help the commission and staff develop a strong working relationship and understand their roles, something that is essential to the success of the entire initiative.

We would recommend that this include a series of speakers to provide additional viewpoints, experience and a chance for them to engage with some of the preeminent experts in the redistricting field that we have worked with. This would include a diverse set of viewpoints, including experts like California Redistricting Commissioner Cynthia Dai, Public Policy Institute of California researcher Eric McGhee, UCLA professor and voting rights act expert Matt Barreto, or others.

### 3.6.1 Demonstrated Experience and Expertise

#### 3.6.1 Demonstrated Experience and Expertise

- Experience drawing district boundaries for a statistical metropolitan area with a population of at least 75,000 people;
- Demonstrated knowledge and experience drawing boundaries for state legislative, congressional, or council districts;
- Experience conducting redistricting trainings and informational sessions for the public, Commission, and City departments;
- Experience with facilitation of meetings with Commissioners and members of the public to produce robust redistricting process input;
- Experience with mediation among diverse stakeholders while maintaining neutrality in a process;
- Ability to perform training in the City of Long Beach; and,
- Ability to provide mobile and online computer-based training, if necessary.

Redistricting Partners has had a decade of work drawing district boundaries for municipalities larger than 75,000 people. As can be seen throughout this proposal we have drawn districts for the Los Angeles Unified School District (population of 4.8 million), San Bernardino Community College District (population of 705,000) City of Santa Ana (population of 335,000), Cosumnes Services District (population of 183,000), City of Elk Grove (population of 172,000), to name just a handful.

More important than the raw population totals is the experience drawing areas with multiple communities of interest, ranging from protected classes of ethnic, religious or national origin minorities, to other protected classes such as the LGBTQ community, populations of students and elderly, renters and homeowners, neighborhood associations and others.

Redistricting Partners has significant experience in the district creation process, and with the addition of Malloy, we have a member of the team who has drawn the entire State of California for Congressional, State Senate, State Assembly and Board of Equalization lines.

The redistricting process includes hundreds of presentations before commissions, city councils, and the community. Mitchell has been required to present repeatedly on elections and redistricting before State Assembly and Senate committees, the Los Angeles City Council, and other agencies. This has included facilitating conversations about communities of interest, often between opposing groups.

The redistricting process almost always involves tradeoffs. The need to create population equality, maintain contiguity and compactness, and preserve communities of interest creates a natural push and pull between each of these factors. And these have human consequences – this could range from the individual resident who wants to know why a line is cutting across her street to the dozens of organizations and stakeholders that might be united against a specific part of a redistricting plan. As a firm, Redistricting Partners has been able to engage with groups respectfully, listen to communities, and provide objective advice and decision-making tools to those voting on the district boundaries.

Additionally, as a state redistricting commissioner, Malloy had to work with other commissioners and make decisions about district lines in a contentious process with the glare of state and national media coverage, and the reputation of the entire California commission process dependent on the outcomes of their work.

Following the timelines and expectations set forth in the RFP we are confident in our ability to conduct commissioner and staff trainings to help them successfully accomplish the redistricting in a fair and open process. This includes both the commissioner development which Malloy can lead, and the technical, online and computer training that Mitchell and the Redistricting Partners staff can fulfil.

### 3.6.2 Previous Work Examples

#### 3.6.2 Previous Work Examples

- A minimum of five (5) recent examples of similar projects in which the proposer conducted work to produce a voting district map for districting or redistricting purposes. The listing should include:
  - Title of the project;
  - Name of the client;
  - Brief description of the project; and,
  - Name and contact information of the entity's contracting officer.
- Plans, training exercises utilized for project.

### **Cosumnes Community Services District**

**Project Description:** Conversion of the Cosumnes Community Services District from at-large, to by-district elections.

Unlike an established city, a community service district has a boundary that is not recognized by the US Census - therefore the process is instantly more challenging as the redistricting process has to first establish the actual district boundaries. As we built this dataset, we also, at the direction of the board, constructed boundaries for the park services and facilities, local fire service, overlapping city and unincorporated areas and other geographies.

In addition to the geographic elements of the plan, we worked with board input and public testimony regarding communities of interest and developed the data around the ethnic populations, using data such as where voters obtain Spanish language ballots to supplement our understanding of this population. We also received input on the LGBTQ community and other communities of interest that should be considered in the map drawing process.

We attended board meetings to receive both direct public insight, and direction from board members and took guidance from legal counsel and board members to create a variety of potential district boundaries. Under a compressed timeline we worked directly with select, highly engaged members of the public to craft additional map options for board review.

By the end of the process we had performed several rounds of reviews and revisions with



the board, prepared deliveries to county officials in concert with district staff and managed implementation with county staff, up to and including technical assistance.

**Contracting officer:** Sigrid Asmundson

District Counsel

8820 Elk Grove Blvd.,

Elk Grove, CA 95624

[SigridAsmundson@yourcsd.com](mailto:SigridAsmundson@yourcsd.com)

(916) 405-7189

### **Los Angeles Unified School District**

**Project Description:** A commission-driven redistricting of district boundaries for the second largest school district in the country.

The LAUSD Commission was established by an appointment process from the school board and approved by the Los Angeles City Council.

The commission is convened every 10 years, per the City of Los Angeles Charter, with the 15 commissioners appointed by the City and LAUSD. Two commissions are created, one that draws the city lines and another that draws the school district. Both sets of lines must be approved by the City. This created a less than perfect process, as we were tasked to work with the commission to draw the school district lines knowing that final approval would come from the LA City Council.

The School District Commission started its efforts by focusing on community outreach. Working with the Executive Director, 13 public hearings were held throughout Los Angeles, once in nearly each City Council District. Most were held in high school gyms or auditoriums.

Public participation was extensive, with a diverse group testifying about their communities of interest. Much of the testimony focused on keeping the well-established neighborhoods together, using freeways and major streets as dividing lines, keeping high school attendance lines within a district, and the need to create districts that would allow for Latinos to have a better chance to elect their candidate of choice.

There was some controversy within the commission between keeping the districts as similar as possible to the 2000 lines and creating districts that reflected the growing Latino demographic advantage throughout the district. The final district lines and redistricting report were supported by 12 of the 15 commissions. The 3 commissions that did not support the final district lines submitted a dissenting report. As the consultants to the

entire commission we were responsible for coordinating all the data and reports in order to present them to the City Council.

The final lines approved by the commission then were reviewed by the City Council's Rules and Elections Committee, which approved them and passed them over to the full City Council, which ratified the lines.

The commission process illustrated the ability of 15 people from different backgrounds to work together on a very complicated problem and find common ground. Although the final vote was not unanimous, most of the process was consensus driven and people found fair compromises along the way.

Members of this redistricting commission are available as references.

**Contracting officer:** Doug Wance  
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Irvine CA 92612  
[dwance@buchalter.com](mailto:dwance@buchalter.com)  
(949) 224-6439

### **City of Santa Ana**

**Project Description:** The City of Santa Ana, a majority Latino city, was sued by the Vietnamese Population under the California Voting Rights Act. We were hired to draw new district boundaries - creating the first Vietnamese seat in the city's history, and converting the city to an election system in which each district elects one councilmember, a conversion from a system in which councilmembers lived in districts, but were voted on district-wide.

The process included several televised presentations before the city council which can be seen online. These were followed by robust engagement by the city council members and the public.

The full project also included several community of interest workshops around the city. Within this process we were able to determine several of the factors that ultimately drove the final map creation.

The City of Santa Ana also invested in an online mapping software. This, however, was done on a compressed timeline under the "safe harbor" provisions of the California Voting Rights Act, meaning that the entire process had to be completed under a settlement with the plaintiffs. This, along with the lack of training from the vendor,

hampered the ability of the online mapping system to provide much significant input.

**Contracting officer:** Maria Huizar  
City Manager  
City of Lake Forest (previously at the City of Santa Ana)  
[mhuizar@lakeforestca.gov](mailto:mhuizar@lakeforestca.gov)

## City of Davis

**Project Description:** A council districting process in response to a California Voting Rights Act claim.

The city of Davis hired Redistricting Partners after initially selecting a firm which was found to have issues concerning partisanship and concerns about negative stories already being written. This was a significant concern for a city known for intense public engagement on issues, large and small.

We were hired and came in with a plan that was seen by the council and the public as a fair, open, and community-oriented process. In addition to the required meetings, we conducted two workshops over a weekend, helped the staff do outreach at the local farmers market, and communicated with neighborhood associations, students, and other engaged participants at city council meetings.

One example of the media from this redistricting was in the local Davis Enterprise, <https://www.davisenterprise.com/local-news/city-council-to-choose-from-10-draft-district-maps/> (hard copy in Attachment K) This story had a section titled “Keeping it Honest” in which they stressed the fact that our work did not consider incumbency as one of the communities of interest – something that is now required under California law for city and county redistricting. From this article:

### ***Keeping It Honest***

*According to city staff, Mitchell specifically asked not to be told where current council members live before drawing the maps. The result: In all four of the five-district maps Mitchell created, current council members end up in the same district. Specifically, in options 1, 2 and 3, Lee and Frerichs would be in the same district, while Option 4 has Arnold and Lee in the same district. In all of those five-district maps, Partida and Carson are alone in their districts.*

It is common in conversions from at-large to districted systems for there to be a challenge – does the redistricting expert start with a process designed to preserve incumbents, or

does it start with the traditional redistricting principles, communities of interest, and reduce or eliminate issues such as incumbency and politics.

This redistricting was an excellent example of the redistricting staff working with city staff and elected officials on a process that was fair, non-partisan, depoliticized, and will ultimately better serve the community.

Full presentations by Mitchell, and responses to questions from the council, have been preserved online here: <https://www.cityofdavis.org/city-hall/city-clerk/elections/district-elections/meetings> (screenshot of website in Attachment L)

**Contracting officer:** Kelly Stachowicz  
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### **Novato Fire District and North Marin Water District**

**Project Description:** These two districts were run concurrently in areas with significant overlap, as the City of Novato is included in both districts. They are also similar in the challenges of drawing agencies with very different identities, and mapping challenges which force the redistricting process to get beyond the normal discussions of communities of interest and incorporate elements of the services each provides to the public as an added element in drawing district lines.

In the water district we had to build data which explored who the communities of interest are and how they interact with the district's water services. In one instance we were actually drawing maps considering elevation – something that isn't usually an issue in redistricting – but something that was an issue in this water district because of the different tax rates and needs of each community along their elevation. We quickly learned that the tops of the hills in the district were not contiguous and could not be easily joined into districts.

The fire district had a slightly different footprint, and, while it dealt with some of the same residents, it had a greater concern for the location of the fire stations, the neighborhoods interaction with the wildlands surrounding the City of Novato, the interplay between urban and rural communities, and the fire response zones within the

district. The final maps use neighborhood lines, fire response zones, and the wildland interface to define the boundaries of the five districts.

These redistricting projects struggled for community engagement as they rarely had any members of the public involved in their meetings. As such, we relied heavily on the input from the board. Further, the staff were very helpful in identifying neighborhood lines and service-related maps.

**North Marin Water District Contracting officer:** Thomas Willis

Olsen Remcho Law Firm  
1901 Harrison St., Suite 1550  
Oakland, CA 94612  
[twillis@oslonremcho.com](mailto:twillis@oslonremcho.com)  
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**Novato Fire Contracting Officer:** Chief Bill Tyler

95 Rowland Way  
Novato, CA 94945  
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(415) 878-2689

Plans, training exercises utilized for project are in attachment K.

### 3.6.3 Previous Mapping Challenges and Outcomes

#### 3.6.3 Previous Mapping Challenges and Outcomes

- Provide a list of all projects for which the Consultant has drawn voting district maps for a redistricting process. For each process, the Consultant must identify:
  - Whether any maps were challenged for failing to meet legal requirements; and,
  - Whether the maps were subject to a legal challenge were implemented substantially as originally drafted.

Many of our contracts over the past 10 years have involved racially polarized voting analysis, but not redistricting. The following is only subset of our client list – specifically those for whom we drew and implemented district lines.

No lines we have drawn have ever been challenged for failing to meet legal requirements such as compactness, contiguity, because of a claim of a gerrymander, or any technical issues. We have also never had a plan fail pre-clearance under Section 5 of the Federal Voting Rights Act.

However, in two cases, clients for whom we had drawn districts were later sued under the California Voting Rights Act because they chose to retain an election system which was still considered “at large” given that it allowed for voters to elect more than one representative to the board.

In both these cases, the City of Elk Grove (which we drew in partnership with Matt Rexroad of Redistricting Insights) and the Kern Community College District, we advised against the election system, but ultimately it was a board decision.

In the case of Elk Grove, they ultimately retained the lines that we drew and simply changed their election system in 2019. In the Kern Community College District there is now a redistricting process in response to a settlement over their decision to retain their previous election system, and Redistricting Partners has been hired again to properly convert them under the California Voting Rights Act.

<b>Districted Agency</b>	<b>Faced Legal Challenge</b>
City of Carpinteria	In Progress
City of Davis	No
City of Elk Grove	Legal challenge over election system  Changed election system and maintained lines drawn by Redistricting Partners as a settlement of legal challenge.
City of Santa Ana	No
City of Santa Clarita	No
Alameda County Office of Education	No
Citrus Community College District	No
Compton Community College District	No
Copper Mountain Community College District	No
Cosumnes Services District	No
Desert Community College District	No
Kern Community College District	Legal challenge over election system. We are under contract and conducting their redistricting in order for them to be in compliance.
Mt. San Antonio Community College District	No
North Coast County Water District	In Progress
North County Water District	In Progress
North Marin Water District	No
Novato Fire District	No
Pasadena Community College District	No
Santa Clara Open Space Authority	No
Salinas Valley Memorial Healthcare System	No
San Bernardino Community College District	No
San Jacinto Community College District	No
San Mateo County Harbor District	No
Santa Barbara Community College District	No
Sequoia Healthcare District	No
Solano Community College District	No
Solano Irrigation District	No
Three Valleys Municipal Water District	No
Yosemite Community College District	No
Yuba Community College District	No

### 3.6.4 Consultant Staff Information

#### 3.6.4 Consultant Staff Information

Provide résumés for each individual including:

- the lead personnel/project manager;
- any secondary supporting personnel to be utilized for this project;
- any additional staff; and,
- education, experience, and expertise with pertinent information demonstrating qualifications for this RFP.

#### **Paul Mitchell - Lead Personnel / Project Manager**

Owner of Redistricting Partners and Vice President of the bi-partisan voter data firm Political Data Inc. Mitchell has conducted dozens of redistricting and racially polarized voting studies for local cities, school boards and other agencies. Mitchell is a recognized expert in redistricting, demographics, elections analysis and community electoral behavior.

Mitchell brings the experience of running a large redistricting commission with extensive community outreach for the Los Angeles Unified School District, including conducting redistricting for municipalities around the state, within the last year conducting the California Voting Rights Act districting for the City of Santa Ana and the City of Davis.

Mitchell is the lead consultant this proposal, overseeing the entire efforts of the proposal, including conducting many of the technical aspects of the redistricting, overseeing all training on software and redistricting practices for city staff, commissioners, and the public, working with software and other subcontractors, leading data management, line drawing, conducting presentations on redistricting before the commission and public, overseeing outreach meetings along with other team members, and working with city staff to ensure a successful commission-based redistricting.

#### **Connie Malloy - Lead Personnel**

Commissioner and Rotating Chair of the California Redistricting Commission. Malloy serves as Foundation Director for the Panta Rhea Foundation, former Director of the Irvine Foundation leading voter, civic, and worker engagement, economic and workforce development, immigration, social impact bonds, and Leadership Awards.



Malloy brings the unique experience of having come from a background of community organizing, and non-profit leadership to serving on one of the Nation's first true non-partisan citizen's redistricting commissions, drawing California's new districts for the Legislature, Congress, and Board of Equalization. She has maintained her position on the commission while returning to non-profit management and proving to be one of the state's leading voices in civic engagement and community empowerment.

Malloy's role in this proposal would be to lead commissioner recruitment, evaluation and training, in addition to working with the city staff to facilitate a fair and open redistricting process.

#### **Dr. Mindy Romero - Lead Personnel**

Research Assistant Professor and the founder and director of the California Civic Engagement Project (CCEP) at the University of Southern California's Sol Price School of Public Policy. Romero is a political sociologist and holds a Ph.D. in Sociology from the University of California, Davis.

Dr. Romero works with a wide array of policymakers, elected officials, voter education groups and community advocates to strengthen political participation and representation. She is currently an adjunct fellow of the Public Policy Institute of California (PPIC) and former member of their Statewide Survey Advisory Committee. Dr. Romero is President of the Board of California Common Cause, and former Vice-Chair of the Social Services Commission for the City of Davis, and a member of the Secretary of State's Voters Choice Act Task Force.

Romero's role would be in helping the city staff develop strategies for community engagement that values all residents, to track the redistricting process, and to assist the Commission with a complete report to Mayor and City Council on the work of the commission and recommending any changes to the redistricting process in future years.

#### **Kimi Shigetani -Supporting Personnel**

Incoming Chief Administrative Officer at Redistricting Partners, Kimi is a professional with over 20-years experience in leadership roles, education and program development, association and non-profit management, conference and event planning and in 2011, as Vice-President of the Community College League she oversaw a program for Redistricting and California Voting Rights Act transitions for dozens of community college districts.

Shigetani's role will be to help administer the consultant team, serve as an administrative

point of contact for city staff.

**Kevin Callan - Support Personnel**

Vice President of Political Data Inc. and life-long resident of Long Beach. Callan is an expert in collecting and managing data, working with city and county precincts and data collection from public and private sources, including census data within political geographies.

Callan will be working with the team to ensure data quality, helping to identify sources of data to assist the commission, and as a local resident he will work with city staff in developing broad community outreach and engagement.

**Chris Chaffee - Support Personnel**

Chief Operations Officer with Redistricting Partners and owner of the Chaffee Group. Currently, Chafee is working extensively with the California Counts statewide census outreach program and multiple community-based organizations in developing and implementing grassroots strategies to increase the count in traditionally hard to count areas.

Upon completion of the census, Chaffee's role will be in managing presentations, working with city staff on structure and development of outreach meetings, helping increase the confidence that staff and commissioner have in working with the data and mapping tools.

**Jacob Thompson-Fisher - Support Personnel**

Chief Technical Officer with Redistricting Partners and contract consultant to organizations on demographics, modeling, analytics and data management.

Thompson-Fisher's role will be in the collection, analysis and design of demographic datasets to be used by the commission and the public, managing and maintaining the software infrastructure for the commission, assist in data management and line drawing, and working with the city staff on any technical aspects of GIS files, data, or other software or hardware issues.

**Saishruti Adusumilli - Support Staff**

Political Science and Computer Science student at the UC Davis College of Letters and Sciences and new staff person with Redistricting Partners.

Adusumilli's role will be to participate in the conducting of hearings and community outreach meetings and work with other consultants and staff on technical aspects of the redistricting as needed.

Resumes of all team members are in Attachment K.

### 3.6.5 Desirable Qualifications

#### 3.6.5 Desirable Qualifications

- Previous experience moderating meetings;
- Outreach experience;
- Nonpartisan approach;
- Experience with diverse communities and populations;
- Experience redistricting for varied political or interest groups; and,
- Experience working in communities where redistricting may have been controversial.

The team assembled in this proposal has a wealth of experience managing meetings, from the work of Commissioner Malloy, who was the rotating Chair of the Commission, to Mitchell and his work leading the LAUSD Commission, work on other redistricting projects, and Dr. Romero and her extensive work on boards and commissions, in addition to her dozens of large presentations to organizations and conferences.

This is also a team that has decades of experience in civic engagement. Commissioner Malloy has come from a non-profit social justice organizing background, Mitchell has done extensive work in both community outreach directly through the many redistricting projects, but also has been a leader in helping develop software and tools for the coming census, and worked with hundreds of non-profit and community engagement organizations who are clients through his work with Political Data Inc.

And not only is the team able to work in a non-partisan fashion, Malloy was one of the four non-partisan members of the State Redistricting Commission. Mitchell has a stellar reputation as a bi-partisan data provider at Political Data, which has clients in both the Republican and Democratic parties, and candidates up and down the state who are from all political affiliations. Other members of the team have shown a great ability to conduct municipal redistricting in a fair and unbiased fashion, free from politics and partisanship.

In addition to our focus on redistricting directly for local governments, Redistricting Partners has also been proud of our work engaging the public in the process. We have worked with several groups that bring community to the redistricting process, such as the Advancement Project, NAACP, Asian Americans Advancing Justice, Mexican American Legal Defense and Education Fund, Equality California and the American Civil Liberties Union. In several cases these have been direct client relationships working on

demographics and organizing, and in other cases these organizations have been part of a larger table of groups under the umbrella of larger non-profit clients.

The following are three projects that have been for non-municipal clients and are emblematic of the values we bring to the redistricting process:

- 1) Within the framework of a larger non-profit grant, Redistricting Partners led an effort from 2012-2013 identifying cities and school boards throughout the state that were most susceptible to claims of racially polarized voting under the CVRA, managing data, conducting statistical analysis and mapping to help a dozen non-profit community based groups understand where to engage early, and improve outcomes when agencies do convert from at-large elections to districted systems.
- 2) Worked with the ACLU on a project to identify changing voter demographics, map, and create an online interactive tool at the census block group level that looked at how voter registration has changed within specific low-income and minority communities, and where in the state we have seen the greatest turnover in voter registrations.
- 3) Developed and led a project in 2011 for Equality California, the National Center for Lesbian Rights, National Gay and Lesbian Task Force and Victory Fund, mapping the LGBTQ population and providing the California Redistricting Commission and other local redistricting efforts with census block-level data on the LGBTQ community. This project included successfully advocating for the inclusion of the LGBTQ community as a "Community of Interest" within the process conducted by the California Redistricting Commission - the first public recognition of this community of interest by any statewide redistricting agency in the country.

Working on these kinds of projects outside of our municipal redistricting projects we have gained significant insight into the needs of these organizations and the communities they serve. We have also brought our experience with these groups in to our municipal redistricting, helping elected officials and staff maximize community engagement and input in the process.

This work has also allowed us to be more adept at doing our jobs for municipal governments. In just one example, we were doing a redistricting for a community college district in the last year, and a group from the Latino community came forward to give the district a list of demands, from process to data management to public engagement. This

was something that the board and staff felt was some kind of an attack on their process. However, with our experience we were able to understand exactly what they were trying to achieve, and found ourselves having a great deal of respect for the stances they were taking.

After that meeting, we had a conversation with this community organization, and within minutes we were able to share the groups we had worked with, we made connections through meetings with non-profits and social justice communities that we had both attended, and after about five minutes one of the members of the group let it be known that she had learned what to say in her presentation by watching videos of me speaking at an earlier meeting.

The fact was that this group wanted to be heard. And we were able to absorb their input, work with their leadership, communicate this to the board and staff, and even assist the board in understanding that this was not an attack on them or the process, this was something that could be positive and constructive.

And this was not a stand-alone incident. There are other examples from the LGBTQ activist at a services district meeting, to the environmental activist at a water board meeting, to the African American community protesting at a school board meeting. The worst thing that can be done in a redistricting is to view people who are seeking a voice in the process as some kind of a problem. Our work with a variety of groups has allowed us to truly understand the process from several different sides.

## Section 7. Project Specifications

This section in the RFP Points back to Section 3. Scope of Project.

## Section 8. Warranty / Maintenance of Service

This section states "Not Applicable"



## Section 9. Company Background and References

- |  |
|--|
| <p>9.1.1 Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Consultant must register with the State of California Secretary of State before a contract can be executed (<a href="https://businesssearch.sos.ca.gov/">https://businesssearch.sos.ca.gov/</a>).</p> <p>9.1.2 Location of the company offices.</p> <p>9.1.3 Location of the office servicing any California account(s).</p> <p>9.1.4 Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.</p> <p>9.1.5 Location(s) from which employees will be assigned.</p> <p>9.1.6 Name, address and telephone number of the Consultant's point of contact for a contract resulting from this RFP.</p> |
|--|

The primary consultants for this project are Paul Mitchell, Owner, Redistricting Partners, and Connie Malloy, Commissioner and Rotating Chair of the California Redistricting Commission.

Redistricting Partners is a privately owned company incorporated in California on March 3, 2011 with offices in Sacramento at 1007 7<sup>th</sup> St, Fourth Floor, Sacramento, CA 95814 and has office space with Political Data located at 12501 Imperial Highway, Suite 200, in Norwalk.

The company has recently added staff, employing six additional part-time employees, three of whom will be taking on full-time roles with the company in the coming months. We have one individual on this contract who serves as an independent contractor for Redistricting Partners and lives in Long Beach.

During the course of this contract, one of the principal consultants will be in Pasadena, one member of the team will be living in Long Beach full-time, and at least one additional Redistricting Partners staff member will relocate to the Long Beach area for whatever period(s) of time necessary to properly fulfill the needs of the contract.

The point of contact for this proposal is Paul Mitchell who can be reached at (916) 612-8686 and mailed at 1007 7<sup>th</sup> St, Sacramento, CA 95816

## About Redistricting Partners

- 9.1.7 Company background/history and why Consultant is qualified to provide the services described in this RFP.
- 9.1.8 Length of time Consultant has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 9.1.9 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

Redistricting Partners is highly qualified to conduct the decennial redistricting process, and with this team, drawing from a decade of commission expertise, and academia, uniquely qualified for this new process in Long Beach.

The company, with the same core of individuals on staff, has worked on decennial redistricting, racially polarized voting analysis, California Voting Rights Act (CVRA) implementation, and mid-decade redistricting work, primarily in California, for the past decade, with GIS and political experience that goes back more than 20 years.

Redistricting Partners was formed in 2011, with a focus on engaging in the statewide redistricting process under the new California Redistricting Commission. This work quickly moved into local municipal redistricting, starting with a master contract with the Community College League of California for advising and implementing transitions from at-large election systems to districted election systems for dozens of community college districts throughout the state.

Through the last decade, much of our work has been with cities, community college districts, school boards and many other kinds of agencies, such as hospital districts, water boards and other special districts. This work has been across the state – including very large agencies spanning multiple counties, counties requiring preclearance under the Section 5 of the Voting Rights Act (when it was operative), to extremely small jurisdictions with barely enough population to make for functioning districted systems.

Our work has allowed us to develop experience in all facets of redistricting, from working with a redistricting commission at the Los Angeles Unified School District, to developing outreach in communities across the state with diverse ethnic populations, engaging the public through workshops and mass communication, working with datasets common to redistricting, such as the decennial census files and the American Community Survey, and uncommon databases, such as student transportation data, mapping educational

needs, healthcare services and creating datasets for different populations of farmers.

As a redistricting firm rooted in our values, we have never participated in a redistricting that sought to disenfranchise or dilute the voting power of their minority populations, and Redistricting Partners has never been a subject of a voting rights act claim or lawsuit.

In this proposal we are significantly enhancing our value to this new redistricting commission adding Connie Malloy, a member of the California Redistricting Commissioner to the team. Her experience as a commissioner in one of the most significant redistrictings in this country's history, and the implementation of a redistricting commission process that has been a model for other states and local governments, gives her a unique ability to assist the commission and city staff in a transparent and open civic engagement.

In addition to serving on the California Redistricting Commission, Malloy has also been a highly sought consultant to other agencies, organizations and state lawmakers who are seeking to develop transparent and open redistricting processes, providing technical assistance on independent redistricting models in California and nationwide, with a focus on Commissioner recruitment, selection, and training.

Finally, this proposal also brings the academic background of Dr. Romero, head of the Civic Engagement Project at the University of Southern California, President of the Board of Common Cause, and advisor to the Public Policy Institute of California. Her work evaluation election systems, such as the new Voters Choice Act being implemented in Los Angeles County in 2020 and evaluating current and projected minority voter engagement has made her one of the most influential researchers on elections and public policy in California.

Other staff that will be engaged in this redistricting contract are provided in this proposal along with their resumes.

If selected, our team of ethical, experienced, highly respected and hard-working consultants and staff will greatly improve confidence in the process and provide invaluable support to the city staff and commissioners involved in the process.

## References

### 9.3 References

Consultants should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

The following are references that have worked with Redistricting Partners and Paul Mitchell on state and/or large local government clients over the last three years. Because redistricting is often a decennial process, the final references are from a project completed during the 2011-2012 redistricting cycle.

#### Client Name: City of Davis

Project Description: The City of Davis which faced a CVRA lawsuit and required a quick transition to districted elections, including facing a question of going to 7 districts or staying with 5. Ultimately the plan adopted was based on a map drawn by two members of the community during a weekend workshop and amended by the council members in a public, open, televised council meeting..

Client Project Manager: Kelly Stachowicz - (530) 757-5602 ext. 5802

Engagement: 2019 Completion: 2019

Staff Assigned: Paul Mitchell

Reference: Kelly Stachowicz  
Assistant City Manager  
[KStachowicz@cityofdavis.org](mailto:KStachowicz@cityofdavis.org)

Client Name: City of Santa Ana

Project Description: during an extended and contentious CVRA lawsuit and conversion process. Redistricting Partners was hired to help facilitate a new set of district lines and a change of both the election system, and date of the election, in a Majority Minority Latino city with a strong Vietnamese population that had their geographic area divided among multiple council districts.

Client Project Manager: Maria Huizar - (949) 461-3422.

Engagement: 2018 Completion: 2019

Staff Assigned: Paul Mitchell

Reference: Maria Huizar  
City Manager  
City of Lake Forest  
[mhuizar@lakeforestca.gov](mailto:mhuizar@lakeforestca.gov)

Note: Maria Huizar was the City Manager at the City of Santa Ana at the time of this redistricting.

Reference: Jose Solorio  
Councilmember  
City of Santa Ana  
(714) 514-6233  
[jsolorio@aol.com](mailto:jsolorio@aol.com)

Note: Councilmember Solorio was an active member of the city council during the redistricting process. In this redistricting, the city itself was the agency in charge of adopting the district lines. Solorio was active in each of the public council hearing and attended public outreach meetings.

Client Name: San Mateo Harbor District

Project Description: Kimon Manolius was outside counsel and leading redistricting process at the San Mateo Harbor District which converted through the course of CVRA litigation in 2018.

Client Project Manager: Steve McGrath- (650) 583-4400

Engagement: 2018 Completion: 2018

Staff Assigned: Paul Mitchell

Reference: Kimon Manolius  
Law Offices of Hansen Bridgett  
[kmanolius@hansonbridgett.com](mailto:kmanolius@hansonbridgett.com)

**Client Name: Sequoia Healthcare District**

Project Description: A CVRA conversion caused by a demand letter and legal settlement with the plaintiff, resulting in the drawing of election district boundaries for an agency that oversees healthcare services in San Mateo County.

Client Project Manager: Pamela Kurtzman - (650) 421-2155

Engagement: 2017 Completion: 2018

Staff Assigned: Paul Mitchell

Reference: Pamela Kurtzman  
CEO  
[pkurtzman@seqhd.org](mailto:pkurtzman@seqhd.org)

**Client Name: Kern Community College District**

Project Description: An ongoing redistricting project including Kern County and several adjacent counties for a diverse community college district which is conducting a revision of their district boundaries to comply with the California Voting Rights Act and the Federal Voting Rights Act.

Client Project Manager: Board Secretary Danielle Hillard - (661) 336-5100

Engagement: December 2019 Completion: *Expected Completion March 2020*

Staff Assigned: Paul Mitchell

Reference: Board Secretary Danielle Hillard  
[danielle.hillard@kccd.edu](mailto:danielle.hillard@kccd.edu)

Client Name: Los Angeles Unified School District

Project Description: A public commission-based redistricting of the second largest school district in the nation. This redistricting included work with the commissioners to train them on traditional redistricting principles, identifying and working with communities of interest, public engagement, many community-based outreach meetings across the area served by LAUSD, and full technical lead on line drawing, data management, map development and every aspect of the redistricting from the first commission meeting to plan adoption.

Client Project Manager: Doug Wance (949) 224-6439

Engagement: 2012 Completion: 2013

Staff Assigned: Chris Chaffee / Jacob Thompson Fisher / Paul Mitchell

Reference: Lindsay Horvath  
LAUSD Redistricting Commissioner  
Councilwoman, West Hollywood  
[Lindsey.p.horvath@gmail.com](mailto:Lindsey.p.horvath@gmail.com)  
(323) 632-7530

Reference: Greg Girvan  
22736 Margarita Dr.  
Woodland Hills, CA, 91364  
(818) 631-2405

## Subcontractors

9.2 Subcontractor Information
9.2.1 Does this proposal include the use of subcontractors?
Yes <u>X</u> No _____
Initials <u>PH</u>

### Redistricting Software

Caliper Corporation is the vendor which provides two products that will be used for this project: (1) Maptitude for Redistricting, a desktop software for redistricting consultants, staff, and (2) Maptitude Online Redistricting system for community map drawing and public engagement.

Caliper would also be conducting online training and technical support.

Caliper Corporation  
1172 Beacon Street, Suite 300  
Newton MA 02461  
617-431-4155 / [www.redistricting.com](http://www.redistricting.com)

Contact : Tracy Horgan  
Director of Redistricting Services  
[sales@caliper.com](mailto:sales@caliper.com)

Caliper is headquartered in Newton, Massachusetts and is registered to do business in California. They are a private company that has been in business more than 35 years and does not disclose financial information publicly. Caliper is considered by SBA rules to be a small business and has less than 50 employees.



# EXHIBIT “B”

## Rates or Charges

To: Julian Cernuda  
 City of Long Beach

Re: Redistricting Proposal Costs

From: Paul Mitchell  
 Redistricting Partners

Date: September 2, 2020

The following includes proposed budget adjustments based on a change in timeline and scope of work in the Long Beach Redistricting Process.

There are two primary issues that cause us to reduce the proposed fees to be charged for this process.

- 1) The original proposal included work to help develop the commission, including working with the city staff on community outreach, evaluation of applicants, and associated work. Former California State Redistricting Commissioner Connie Malloy on our team was placed on our proposal, in part, to help facilitate this process.
- 2) The original proposal was done before anyone understood the full impact that COVID would have on our ability to conduct in-person hearings, and the potential impact that would have. Doing more of the work remotely could have marginally lower costs. It should be noted that online hearings can still take as much work, and because the public can call in, there is a lower threshold for involvement and therefore these virtual hearings can actually take longer than an in-person meeting.

We hope these cost reductions will help us come to an agreement on the scope of work and fees will be agreeable to staff.

### Original Budget

Description	Principal Staff	Cost
Redistricting Commission Development & Training	Connie Malloy	\$40,000
Community of Interest Analysis and Post-Redistricting Report	Dr. Mindy Romero	\$35,000
Full Commission-Driven Redistricting Process	Paul Mitchell	\$140,000
Technical Staffing (mapping software, etc)	Jacob Thompson-Fisher	\$20,000
Support & Administration	Kimi Shigetani	\$20,000
<i>TOTAL</i>		<i>\$255,000</i>

**Adjusted Budget**

Description	Principal Staff	Cost
Redistricting Training hearings	Connie Malloy	\$24,000
Community of Interest Analysis and Post-Redistricting Report	Dr. Mindy Romero	\$30,000
Full Commission-Driven Redistricting Process <i>(half virtual, half in-person)</i>	Paul Mitchell	\$120,000
Technical Staffing (mapping software, etc)	Jacob Thompson-Fisher	\$20,000
Support & Administration	Kimi Shigetani	\$15,000
<b>TOTAL</b>		<b>\$209,000</b>

In this proposed budget, the total cost of the proposal is reduced by 18 percent. Upwards of 40 percent of this savings is attributable to the shift to more virtual meetings, while 35 percent is associated with the narrowed scope of work around the establishment of the commission itself. The final reduction is based on slightly lower support and administrative costs with fewer travel days and associated arrangements.

In addition, the separate “Community of Interest” analysis by Dr. Romero could be taken out of this proposal and we could simply retain the post-redistricting report. This would include having Dr. Romero engaged and following the entire process, but serving the function of final analysis, rather than day-to-day engagement. This would reduce the total cost by another \$10,000.

This change in costs presumes that the Commission is on schedule and we are not significantly delayed or find ourselves needing to have additional/unexpected hearings because of problems with the census release or other unforeseen circumstances. Any additional extensions of work required would be priced according to the following fee schedule:

	Hourly Rate	Day Rate
Paul Mitchell	\$375	\$4,500
Connie Malloy	\$325	\$3,900
Dr. Mindy Romero	\$250	\$3,000
Technical Staff	\$185	\$2,200
Administrative Staff	\$185	\$2,200
Support Staff	\$85	\$1,020

Additional costs in our proposal were for subvendors. The most critical of these is the software vendor for internal line-drawing licenses and the external community outreach program. These costs are directly from the vendor, with no additional fees being charged by Redistricting Partners. As placed in our proposal, the cost of software and training is \$36,000, however the city is welcome to either choose another vendor or work with this vendor on the pricing.

### Caliper Corporation Costs

	Cost
Software for staff & Commission	\$5,000
Software for Public Engagement	\$23,000
Mapping Software Training	\$5,000
Ongoing Technical Support	\$3,000
<i>Total</i>	<i>\$36,000</i>

The proposal also included subvendors for outreach programs. We would be happy to discuss these with you, and we could reach out to these subvendors or others for adjusted pricing based on the necessary scope of work.

### Cost Elements Breakdown

The elements in RFP are extensive, and in our experience the work that goes into the redistricting process extends far beyond the parts that are visible to the council or a commission.

The proposal and revised cost estimate provided this breakdown in costs based on the principal staff for each. This memo outlines in more detail the “Full Commission-Driven Redistricting Process” portion of these costs.

### **Program Elements**

	Description	Principal Staff	Cost
A	Redistricting Training hearings	Connie Malloy	\$24,000
B	Community of Interest Analysis and Post-Redistricting Report	Dr. Mindy Romero	\$30,000
C	Full Commission-Driven Redistricting Process <i>(half virtual, half in-person)</i>	Paul Mitchell	\$120,000
D	Technical Staffing (mapping software, etc)	Jacob Thompson-Fisher	\$20,000
E	Support & Administration	Kimi Shigetani	\$15,000
	<i>TOTAL</i>		<i>\$209,000</i>

Below are each of the elements from the RFP that are included in the Full Commission-Driven Redistricting Process. Each has been pulled from 3.1-3.5 in the RFP.

- Attend approximately twenty (20) public meetings including nine (9) in various areas of the City (the Charter mandates a minimum of one (1) public meeting in each current Council District);
- Attend Commission meetings to establish a workplan and timeline for creating Council Districts within six (6) months after census-block-level population data from 2020 Census results;
- Assist with implementing an open and transparent process that enables public consideration of, and comment on, the drawing of districting boundaries; and,
- Attend City Council meetings, as appropriate.
- Assist Commission and staff in implementing an open and transparent process that enables public consideration of, and comment on, the drawing of district boundaries;
- Utilize mapping software and geographic information systems to draw district boundaries;
- Assist Commission in considering and responding to City Council requests for reasons for disapproving or approving redistricting plans, if necessary;

- Assist in preparing any relevant redistricting reports to City Council;
- Analyze census data, statistics and demographics;
- Assist Commission in preparing the final map report explaining the rationale for the council district boundaries;
- Assist Commission as may be required in all facets of developing and implementing the Final Map.
- Assist in preparing any relevant redistricting reports to City Council; Employ any software necessary, including statistical software and GIS software to create district maps, analyze census data, statistics and demographics and provide the Commission and City with reports as requested and required;
- Gather and test any applicable data sets of Long Beach to create district maps at the census block level within the geographic boundaries of the City;

In addition, we would be doing management / oversight of any subvendors other principals in the project, including:

Mindy Romero

- Initial Demographic Analysis (not in RFP but placed in our proposal)
- Assist Commission with report to Mayor and City Council recommending any changes to the redistricting process in future years;

*For Mindy we will be assisting in the data gathering and working with her on the content of the reports and be responsible for her timely completion of the full workproduct.*

Connie Malloy

- Develop a training plan and detailed outline;
- Provide training on the process for drawing district boundaries using computer software provided by Consultant;
- Provide trainings during noticed public meetings;
- Provide training using the most recent data available to demonstrate the process and methods used during redistricting;

- Training should include, at minimum, one geographic, one community of interest and one compactness issue training.
- Provide opportunities for Commission to work with digital maps to create districts while attempting to comply with state and federal laws and court decisions relating to redistricting;
- Provide training in an objective, informational and non-partisan manner

*We will be working directly with Connie on these trainings, working with her on the selection of presenters, all materials, the schedule and content of the program. We will also be the ones to provide the actual training on the “process for drawing district boundaries” within this set of trainings, and be a resource for any additional training outside of the full training program. We will attend/participate in the entire training program and be responsible for the workproduct.*

#### Caliper

- Implement mapping tools that are accessible, understandable, and engaging to tests data sets, generate sample maps for the use of the Commission, provide software to the public for public submissions for district maps and allows for final adoption of District Maps.

*We will work with Caliper on the setup of the system, ensuring the proper datasets are used, and work with the UC Berkeley Statewide Database on obtaining the adjusted census data including the reallocation of incarcerated populations as soon as it is available, for use in the Caliper mapping program. We will oversee any trainings they perform and be responsible for the performance of the mapping system.*

The meetings themselves are a significant part of the cost, however they are not the full cost. It is our expectation that we will be working on elements listed above regularly outside of the direct meetings, and each interaction with the commission and staff will generate additional work which is being included within the scope of this contract and covered under the blanket “Full Commission-Driven Redistricting Process.”

At your request, the following is a breakdown of costs based on a per-meeting basis. In order to allow for the full understanding of the work required for the process we have added in here the approximate hours that would be spent for each meeting in preparation for the meeting or providing staff work and services associated with where we are in the redistricting process.

For example, if we are having an outreach hearing, the Day Rate for such a meeting does not include the work done before the hearing to prepare presentations and materials, and it doesn’t include the time spent after the hearing documenting any draft plans, public testimony submissions, or other elements that are necessary to digest and report to the commission. This includes the process of converting public-drawn maps into our own databases so we can turn around a final map to the commission in the appropriate format and with the correct census data calculations.







City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number CM20-015**  
**For**  
**Independent Redistricting Commission Services**

Release Date:	12/19/2019
Questions Due to the City:	01/06/2020
Posting of the Q & A:	01/17/2020
Due Date:	01/30/2020

*City Contact: Christina Sarmiento Assistant Buyer II 562-570-7062*

**See Section 4 for instructions on submitting proposals.**

Company Name Redistricting Partners Contact Person Paul Mitchell


Address 1007 7th St, Fourth Floor City Sacramento State CA Zip 95814

Telephone (800) 996-1019 Fax ( ) Federal Tax ID No. [REDACTED]

E-mail: info@redistrictingpartners.com

Prices contained in this proposal are subject to acceptance within 120 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 1/29/2020

Signed 

Print Name & Title Paul Mitchell, Owner and CEO

Rev 2016 0919

# PART 2

## Cost Proposal

## Section 10. Costs

The costs for this redistricting project include several fixed elements, with a total cost for our services. However, there are some costs that are elective, based on the will of the staff and commission.

For example, based on the answer to Q1 in Addendum 1 (below in attachment I) in response to need for outreach services “The proposal does not have to include specific outreach sub-contractors. To achieve as accurate of a budget estimate as possible, the proposal may include an estimate cost of suggested outreach services that are recommended for a project of this scope to provide this approach as an option to the City.”

As such, we have reached out to several potential subcontractors that we have worked with in the past, each of which have positive references from individuals and organizations that have worked in civic engagement campaigns. From these we sought a basic cost overview and scope. This has been used to develop a recommended, but additional range of costs and services that could be provided by an outreach subcontractor. Contact information along with a little about their firms can be found in Appendix J.

Consultants and staff each have billable costs based on their experience and the value they bring to this project. The hourly rate for staff beyond the primary consultants is based on their position, and over the course of the contract different individuals can be assigned to each staff level.

	Hourly Rate	On-Site Day Rate
Paul Mitchell	\$375	\$4,500
Connie Malloy	\$325	\$3,900
Dr. Mindy Romero	\$250	\$3,000
Technical Staff	\$185	\$2,220
Administrative Staff	\$185	\$2,220
Support Staff	\$85	\$1,020

The full budget for this redistricting proposal is based on the following breakdown by section in the proposal. For each section there is a consultant assigned as the principal leading this part of the effort. However, multiple staff will support, so there is not a one-to-one relationship to the hourly or on-site day rate of that consultant to the cost of completing each set of deliverables.

## BUDGET

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Redistricting Commission Development and Training: Commissioner recruitment, evaluation, staff support during commission development process. Assisting the staff in development of commissioner training plan, attending five required commissioner trainings and developing and executing a redistricting Speaker Series for Commissioners and Staff.

*Principal Staff:* Connie Malloy  
*Cost:* \$40,000

Extended demographic and Community of Interest Analysis to inform the Commissioner recruitment process and redistricting: Analyze census data, statistics and demographics, make presentations to the commission, city council, and public regarding demographics and analysis, provide for qualitative and quantitative analysis of districting plans beyond the required datasets used for redistricting, assisting commission with report to Mayor and City Council recommending any changes to the redistricting process in future years.

*Principal Staff:* Dr. Mindy Romero  
*Cost:* \$35,000

Full Commission-Driven Redistricting Process. Attending staff planning meetings, city council and commission hearings, advising on commissioner recruitment and training, assisting staff in preparation of outreach meetings and reports. Working with staff on communications strategies and media, if requested. Creation of mapping options, evaluation of publicly drawn maps, analysis of voting rights act and compliance with other laws and traditional redistricting criteria. Commissioner support, including technical training, exercises in drawing maps, evaluation of criteria to be used in redistricting. Overseeing all subcontractors at the direction of the commission and staff. Assisting commission with final map and council reports. Additional duties are required.

*Principal Staff:* Paul Mitchell  
*Cost:* \$140,000

Technical Staffing. Implementation of mapping software and online mapping tool, serving as the main point of contact for technical support for city staff, commissioners and the public. Employment of GIS and data analysis software, data management.

*Principal Staff:* Jacob Thompson Fisher  
*Cost:* \$20,000

Support and Administration. Point of contact for city staff and commissioners, assistance with scheduling of hearings, working with staff on facilities and materials for outreach and commission meetings, implementing scheduling and communication tools between staff, commission, consultants and subcontractors.

*Principal Staff:* Kimi Shigetani  
*Cost:* \$20,000

Total Cost: \$255,000

## Subcontractor Costs

In addition to these costs for the implantation of redistricting, the following is the cost for subcontractors. We have provided a recommendation for software, but have only provided some options and a range of costs for potential outreach. We are happy to also engage in work with the staff or commission to look at other options.

*Note:* the selection of software vendor, and their ability to support their own product could impact the costs of this proposal for the contract. For example, if a vendor chosen by the staff and commission is unable or unwilling to perform training, online and in-person, these tasks and costs would transfer to the consultant.

The costs for the mapping software have been broken out into their components based on communication with the subcontractor. The outreach subcontractor, based on the input from the Q&A is more of a range of potential costs and we have provided the name and details from two firms with extensive previous work in civic engagement.

### Software Subcontractor Costs

Description	Subcontractor	Cost
Maptitude for Redistricting software for staff and commission	Caliper Corporation	\$5,000
Public Mapping Software for public engagement (12 Months plus 1 year extension)		\$23,000
In person mapping software training		\$5,000
Online mapping software training		\$5,000
Ongoing technical support		\$3,000
<b>TOTAL</b>		

Outreach Subcontractor Costs

Description	Potential Subcontractors	Cost
Press communications, earned media toward recruiting potential commissioners	Imprenta Communications  Mozaic Media and Communications	Variable
Digital outreach to diverse and highly engaged registered voters within each council district.		
Assisting city in email communication to all registered voters in the city.		
Radio and public service advertisements		
Recruitment materials		
<b>TOTAL</b>	<b>Range - \$200,000 - \$450,000</b>	

# EXHIBIT “C”

City’s Representative:

Kevin Jackson, Deputy City Manager

(562) 570-5028



# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Paul Mitchell, Owner and CEO

800-996-1019