

# **MIAMI-DADE COUNTY FINAL OFFICIAL MINUTES Redistricting Subcommittee**

**Board of County Commissioners**  
Stephen P. Clark Government Center  
Conference Room 10-10  
111 N.W. First Street  
Miami, Florida 33128

May 4, 2011  
As Advertised

Harvey Ruvlin, Clerk  
Board of County Commissioners

Diane Collins, Division Chief  
Clerk of the Board Division

Flora Real, Commission Reporter  
(305) 375-4906



**CLERK'S SUMMARY OF MEETING AND OFFICIAL MINUTES  
MIAMI-DADE REDISTRICTING SUBCOMMITTEE  
MEETING OF MAY 4, 2011**

The Miami-Dade Redistricting Subcommittee convened at the Stephen P. Clark Government Center, 111 N.W. 1<sup>st</sup> Street, Conference Room 18-4, Miami, Florida, on May 4, 2011, at 1:10 p.m. There being present Chairwoman Audrey Edmonson, Commissioner Bruno Barreiro, Commissioner Jose "Pepe" Diaz, Commissioner Sally Heyman, and Commissioner Dennis Moss.

In addition to the members of the subcommittee, the following staff members were also present: Assistant County Attorney Randy Duvall, Assistant County Attorney Oren Rosenthal, Mr. Marc LaFerrier, Mr. Manuel Armada, Senior Planner Kimberly Brown, and Deputy Clerk Flora Real.

**1A ROLL CALL**

**1B REPORT**

**1B1 REPORT - APPROVAL OF MEETING MINUTES OF MARCH 30, 2011**

By motion duly made, seconded and carried, the Miami-Dade Redistricting Subcommittee approved the meeting minutes of March 30, 2011.

**2 SPECIAL ITEMS**

**2A REPORT**

**ORAL REPORT ON THE PROCUREMENT PROCESS  
STAFF PRESENTATION**

Mr. Marc LaFerrier, Planning and Zoning Director, Miami-Dade Planning and Zoning Department, presented an overall review on the procurement process for the Request for Qualifications (RFQ) No. 777, noting only two proposals were submitted with only one responsive bidder.

Assistant County Attorney Oren Rosenthal provided a legal opinion on the responsiveness of the proposals submitted. He advised that, upon evaluating the bid and solicitation documents, it was determined that the proposal submitted by the firm of Olmedillo X5, Inc. was found non-responsive due to the following reasons:

1. the proposer failed to submit with the proposal the required documentation to meet the minimum qualifications requirements for the team providing the services to the County;

2. the proposer failed to submit with the proposal the contract's price schedule; and
3. the proposer failed to sign the proposal.

Assistant County Attorney Rosenthal commented on the alternatives available to this subcommittee under the provisions of the Miami-Dade County Home Rule Charter and the County's competitive procurement process to contract professional redistricting consultant services. He noted that this subcommittee had the ability to select a proposer from a number of responses without competitive bidding process, but the subcommittee would be required to request that the Board of County Commissioners waive the rules of procedures for competitive bidding pursuant to the administrative order, which could be accomplished by resolution. He explained the options available to this subcommittee were as follows:

1. to proceed with competitive solicitation;
2. to reject both proposals to allow this subcommittee to consider both proposals and forward a recommendation to the Board of County Commissioners that the competitive bidding process be waived under the administrative order; and
3. to reject both proposals and have the RFQ re-advertised.

Assistant County Attorney Rosenthal advised that pursuing the competitive bidding option would eliminate the non-responsive proposal from consideration, and rejection of the competitive bidding process would allow the bidder to increase the price schedule already submitted with the proposal. He noted that re-advertising the RFQ was not a feasible alternative due to the timeframe constraints.

Assistant County Attorney Rosenthal opened the floor to questions and answers.

Discussion ensued in connection with the alternative solutions offered by Assistant County Attorney Rosenthal and how this subcommittee's schedule would be impacted.

Planning and Zoning Director LaFerrier noted that re-advertisement of the RFQ would cause the redistricting project to be delayed at least 30 days, and the redistricting project needed to be completed by the end of the year.

Following discussion regarding which of the alternatives represented the best option, Commissioner Moss expressed interest in having this subcommittee pursue the second option suggested by the Assistant County Attorney; followed by the County staff negotiating a contract to be presented before this legislative body prior to being forwarded to the Board of County Commissioners.

In response to Commissioner Moss's inquiry relating to the project cost of the last redistricting project, Planning and Zoning Director LaFerrier advised that the County had incurred invoices totaling approximately \$150,000. He noted that the department had researched other similar jurisdictions in prior years, and the invoiced amount seemed to be within the expected range of cost for a similar project. He advised that the cost for this redistricting project would probably be higher.

Discussion ensued in connection with the cost of similar redistricting projects and the costs of litigation challenges.

Commissioner Heyman expressed her dissatisfaction with the issue that the non-responsive bidder failed to disclose the contract price, and it would be difficult conducting an evaluation without that information.

In response to Commissioner Heyman's inquiry, Assistant County Attorney Rosenthal advised that the competitive bidding process procedures did not allow contract prices to be changed once the proposal was submitted.

Commissioner Heyman noted she was not in favor of using a noncompetitive bidding process to award the contract, but this subcommittee should establish parameters for the staff of the Department of Procurement Management (DPM) to work within those guidelines. She noted that the process should be transparent and inclusive. She suggested that the responsive bidder should be asked to reduce the number of community hearings to reduce the contract price schedule.

In response to Commissioner Heyman's inquiry relating to the number of community hearings, Assistant County Attorney Duvall advised that the number of hours allocated to community outreach and to Community Advisory Board meetings was established by this subcommittee.

Discussion ensued regarding whether the contract price schedule proposed by the responsive bidder could be lowered by reducing the number of hours allocated to community meetings in certain categories.

Commissioner Heyman expressed her concern regarding the manner in which the non-responsive bidder had submitted its proposal due to his experience and knowledge with the competitive bidding process. She reiterated she would support pursuing the competitive bidding process inasmuch as that process offered transparency.

In response to Commissioner Heyman's inquiry, Planning and Zoning Director LaFerrier advised that re-advertising the RFQ was very labor intensive work for this subcommittee, the consultants, and the public; and it would jeopardize meeting the required deadlines.

Commissioner Heyman noted that the main concern was to have transparency in the procurement process and to negotiate a contract that would be to the best interest of the County.

Commissioner Barreiro expressed his disappointment regarding the low number of responses to the advertised RFQ. He noted that he would like to allow the proposers to make presentations.

Discussion ensued on the RFQ process and how it was done.

Chairwoman Edmonson expressed her concerns for the lack of proposals submitted and the end results of this RFQ. She noted that she would allow both proposers to make presentations inasmuch as it seemed to be the will of this subcommittee.

Commissioner Diaz noted that he concurred with Commissioner Moss who had previously expressed his preference to pursue option number two.

Assistant County Attorney Rosenthal clarified that, if this subcommittee allowed both proposers to make presentations, it would have the intent to reject all proposals and recommend to the Board of County Commissioners that, as the consensus of this subcommittee, one of these two proposers be awarded the professional services contract.

It was moved by Commissioner Moss that the Miami-Dade Redistricting Subcommittee waive the competitive bidding process under the rules of the administrative order and that both proposals be rejected to allow this subcommittee to consider both proposals. This motion was seconded by Commissioner Diaz; and upon being put to a vote, passed by a vote of 5-0.

Following the discussion regarding the criteria required to be met in terms of public community hearings per the advertised RFQ, Assistant County Attorney Rosenthal recommended that this subcommittee consider including in the RFQ additional options wanted by the Board in order to have these consultants assist the Board.

Assistant County Attorney Rosenthal recommended that this subcommittee also provide County staff with guidelines on what additional options should be negotiated and included in the contract to be brought back before this subcommittee for approval. He also suggested that a contract price be negotiated to have different county commission structural options evaluated.

Upon concluding the foregoing discussion, Planning and Zoning Director LaFerrier introduced the Olmedillox5 team of consultants and asked Mr. Olmedillo to make a presentation.

## **2B PRESENTATION**

### **PRESENTATIONS BY REDISTRICTING EXPERTS**

Mr. Guillermo Olmedillo, President of Olmedillox5, Inc. Land Use Consultants (Olmedillox5 Group), 1450 Madruga Avenue, Coral Gables, Florida, appeared before the subcommittee to present and discuss the proposal submitted by his firm. He explained the level of expertise his firm would contribute to this project, his years of experience as a redistricting coordinator, and why his firm had been non-responsive.

Mr. Olmedillo responded to a series of questions from the members of the subcommittee regarding the qualifications and experience of the firm and its members.

Mr. Olmedillo provided an overview on the role of each team member in his firm and their level of responsibility concerning

this project. He noted the price of the contract was approximately \$143,000.

Following a discussion on the price of the contract, Mr. Olmedillo noted that the schedule of compensation for each member of the team of professionals was as follows:

1. Dr. Lisa Handley - \$45,000 to provide a Racial Bloc Voting Analysis and expertise in compliance of plans with the 1965 Voting Rights Act Mr. Rudolph Wilson - \$45,000 to construct plans to conform with redistricting requirements
2. Mr. Guillermo Olmedillo - \$45,000 to coordinate the project
3. Mr. James Barker Smith III - \$8,000 to provide IT related services

Discussion ensued regarding the contract price, whether the schedule could be met realistically, the rationale the Olmedillox5 Group was non-responsive, and the ethnic diversity within the group.

In response to Chairwoman Edmonson's inquiry, Planning and Zoning Director LaFerrier advised it was appropriate for groups to opt working together as a team.

Assistant County Attorney Rosenthal clarified, for the record, that four persons could opt to work together and choose to bid as one or individually. He noted that the RFQ as advertised intended to have four persons work together and bid as one.

Discussion ensued in regards to how the RFQ was advertised and the feasibility of having both proposers work together.

Mr. Jerry Bell, President of Bell David Planning Group Inc., appeared before the subcommittee and presented an overview of his firm experience and expertise. He also commented on the diversity of his team members and how each team member could contribute to the redistricting project.

Mr. Oliver Kerr, FAICP, Urban Planning and Demographics, appeared before the subcommittee and presented an overview on his qualifications.

Mr. Alex David, AICP, Bell David Planning Group Inc., appeared before the subcommittee and presented an overview on his qualifications.

Discussion ensued in regards to the qualifications and experience of the Bell David Planning Group, the contract price, and whether the group could lower the contract price.

Following a discussion on the required number of community hearings to be held based on the requirements of the RFQ and the number of work hours necessary to complete the redistricting project, Commissioner Heyman noted that the RFQ required a minimum of 13 community meetings to be held; therefore, the excess number of meetings included in their proposal was in responsiveness to the RFQ.

In response to Commissioner Heyman's inquiry, Mr. Bell advised that the contract price could be lowered if the manpower utilized and the number of community meetings was reduced.

Following further discussion, Commissioner Heyman expressed her discontent for the lack of responsiveness from the Olmedillox5 Group due to the vast experience of the group; and she commented on how impressed she was with the proposal submitted by the Bell David Planning Group.

It was moved by Commissioner Heyman that the proposal submitted by Bell David Planning Group Inc. be recommended to have the Department of Procurement Management (DPM) negotiate a contract for the redistricting project. The motion died due to a lack of a second.

Chairwoman Edmonson noted she liked the diversity demonstrated by the Bell David Planning Group, but she had not seconded the motion inasmuch as she wanted to hear input from the subcommittee members.

Commissioner Diaz noted he preferred to work with a more experienced firm that specifically had previous experience in the redistricting process.

Planning and Zoning Director LaFerrier concurred that at least 13 community meetings were required, as well as individuals with experience with sunshine meetings and how to work with the Board. He suggested that the Olmedillox5 Group

proposal be recommended to the Board due to their expertise and experience.

Commissioner Barreiro noted the Olmedillox5 Group had a comprehensive understanding of the redistricting process; therefore, he preferred that the subcommittee select the proposal submitted by the Olmedillox5 Group for recommendation to the Board.

Commissioner Moss commented that he liked the diversity of the Olmedillox5 Group, but the group did not follow the process as outlined in the RFQ. Regardless, this subcommittee had determined to waive the competitive bidding process in order to be able to consider both proposers. He further noted that Mr. Olmedillo had a unique understanding of what was desired by this legislative body in terms of the redistricting process moving forward. He expressed concern for those districts located in the north section of the County being able to maintain their minority status.

Chairwoman Edmonson noted that her decision was based on the timeframe established for this subcommittee and on the following factors:

1. the contract price difference of approximately \$100,000;
2. the diversity within the consultant's group and whether adequate representation of the community would be afforded; and
3. the level of success accomplished by the Olmedillox5 Group with the last redistricting process.

Upon conclusion of the foregoing discussion, it was moved by Commissioner Diaz that the Olmedillox5, Inc. Land Use Consultants be the proposer recommended to negotiate a contract with the Department of Procurement Management (DMP) inclusive of any requests made at today's meeting by the members of this subcommittee, the requirement that a minimum of 13 community meetings be scheduled, and that the negotiated contract be brought back for approval before this subcommittee before being forwarded to the Board of County Commissioners. This motion was seconded by Commissioner Barreiro, and Chairwoman Edmonson opened the floor for discussion.

Following a discussion regarding whether the requested requirements would increase the price of the professional fees,

Commissioner Diaz commented that those requirements were part of the RFQ. He asked that the amount of community meetings required by the RFQ be verified.

Commissioner Heyman asked that staff ensure that the requirement on the number of community hearings required adhered to what was outlined in the RFQ.

Assistant County Attorney Rosenthal noted for clarification that, as previously discussed at the Board level, this subcommittee should decide whether the consultant's scope of work should be expanded to price the option of reviewing additional county commission structural configurations like a Board with 14 or 15 county commission seats since this request was not part of the advertised solicitation. He also recommended a timeframe to bring back the negotiated contract be established in today's meeting with the Planning and Zoning Director in order to meet the Board agenda deadlines.

Planning and Zoning Director LaFerrier clarified that the RFQ asked the consultant to build four (4) alternative redistricting plans; and after the consultant presented the proposed plans, this subcommittee or the Board could direct the consultant to develop redistricting plans with at-large county commission seats. He also advised that the contract could be structured to add an additional alternative redistricting plan without stipulating whether the plan should have at-large or single county commission districts.

Chairwoman Edmonson requested that the contract's scope of work be increased to include the review of additional county commission structural configurations and that the option be priced in the negotiations.

Planning and Zoning Director LaFerrier suggested that a contract having several governing structural alternatives be negotiated to include reviewing at-large and single member county commission districts and that an additional contract module could be priced in the event this legislative body at a later date determined it desired to review another alternative.

Chairwoman Edmonson suggested that other alternative configurations should be considered such as a Board with a composition of 7, 9, 11, or 15 county commission district seats.

Planning and Zoning Director La Ferrier announced that the members of this subcommittee needed to convene another meeting by the 23<sup>rd</sup> or 24<sup>th</sup> of May to review the contract negotiated with recommended proposer, and he would coordinate the meeting once the date was determined.

Upon concluding the foregoing discussion, the motion was put to a vote and passed by a vote of 5-0.

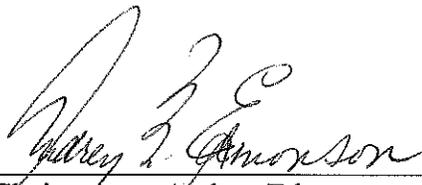
## 2C RESOLUTION

RESOLUTION WAIVING ADMINISTRATIVE AND IMPLEMENTING ORDERS, APPROVING CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF ( ) BETWEEN ( ) AND MIAMI-DADE COUNTY FOR REDISTRICTING CONSULTING SERVICES (RFQ NO. 777) AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AS WELL AS ALL OTHER RIGHTS CONTAINED THEREIN.

The item was not considered.

## ADJOURNMENT

There being no further business to come before the Miami-Dade Redistricting Subcommittee, the meeting was adjourned at 4:20 p.m.

  
\_\_\_\_\_  
Chairwoman Audrey Edmonson  
Miami-Dade Redistricting Subcommittee



**Miami-Dade Redistricting Subcommittee Agenda**  
**PRELIMINARY Version**  
**Wednesday, May 04, 2011**  
**1:00 PM**  
**Conference Room 18-4**

*Audrey Edmonson (3), Chairperson; Commissioners Bruno A. Barreiro (5); José "Pepe" Diaz (12);  
Sally A. Heyman (4); and Dennis C. Moss (9)*

**1A ROLL CALL**  
**1B REPORT**

1B1 REPORT

APPROVAL OF MEETING MINUTES OF MARCH 30, 2011

**2 SPECIAL ITEMS**

2A REPORT

ORAL REPORT ON THE PROCUREMENT PROCESS – STAFF PRESENTATION

2B PRESENTATION

PRESENTATIONS BY REDISTRICTING EXPERTS

2C RESOLUTION

RESOLUTION WAIVING ADMINISTRATIVE AND IMPLEMENTING ORDERS, APPROVING CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF [ ] BETWEEN [ ] AND MIAMI-DADE COUNTY FOR REDISTRICTING CONSULTING SERVICES (RFQ NO. 777) AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AS WELL AS ALL OTHER RIGHTS CONTAINED THEREIN.

**ADJOURNMENT**

Start: 1:15 pm

REDISTRICTING SUBCOMMITTEE

Roll Call Sheet for 5/4/2011

MEMBER	PRESENT	LATE	ABSENT
Commissioner Barreiro	✓		
Commissioner Diaz	✓		
Commissioner Heyman	✓		
Commissioner Moss	✓		
<b>Chairwoman</b> Edmonson	✓		
<b>Staff:</b>			
Assistant County Manager Susanne Torriente	✓		
Assistant County Attorney Randy Duvall	✓		
ASSISTANT COUNTY ATTORNEY OREN ROSENTHAL	✓		

DEPARTMENT DIRECTOR MARC LA FERRIER

SENIOR PLANNER KIMBERLY BROWN

**NOTE: Four (4) members constitute a quorum**

DEPUTY CLERK FLORA REAL

Adj. 4:20 p.m.

**REQUEST FOR QUALIFICATIONS (RFQ No.777)**  
**For**  
**Commission Redistricting Consultant Services**

2A

**ISSUED BY MIAMI-DADE COUNTY:**  
Department of Procurement Management (DPM)  
for  
Miami-Dade County Department of Planning and Zoning

**COUNTY CONTACT FOR THIS SOLICITATION:**

Fred Simmons, Jr., CPPO: Senior Procurement Contracting Officer  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-4259  
E-mail: [fred@miamidade.gov](mailto:fred@miamidade.gov)

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

**April 18, 2011 at 2:00 PM (local time)**  
at  
CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

**1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS****1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, is soliciting proposals from highly qualified consultants that will assist the County in redistricting of the Commission districts and evaluation of the existing voter precincts and delineation process. The work assigned to Proposers will be based on the expertise of the proposer that best matches the needs of the County. The County requires the services of a Commission Redistricting Consultant ("Consultant") that will participate in public meetings, perform community outreach efforts, develop redistricting plans, conduct performance tests on districts to ensure compliance with Section 2 of the federal Voting Rights Act, and all work outlined in the Scope Of Services (SOS), Section 2.0. Proposers may submit qualification proposals to perform only a particular portion of the services requested, or to complete the entire Scope Of Services. The proposer must clearly indicate if its proposal is to perform a particular portion of work, and not the entire Scope Of Services. Proposers may be asked to make oral presentations before the Redistricting Subcommittee. If presentations are deemed necessary, proposers will be contacted to arrange the date and time.

The County anticipates awarding a contract to a single proposer for work specified in this solicitation. The County also reserves the right to award contracts to multiple proposers for portions of the work required by this solicitation. Contract(s) may be awarded for up to a one year period, or until the work detailed in the Scope Of Services for which a proposer is awarded is completed.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	April 11, 2011
Proposal due date:	April 18, 2011
Evaluation process:	May 4, 2011
Projected award date:	May 17, 2011

**1.2 Definitions**

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Consultant" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Consultant".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Consultant.
5. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Consultant.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Consultant in accordance with the Scope of Services and the terms and conditions of this Solicitation.

### 1.3 **General Proposal Information**

The County may, at its sole and absolute discretion may, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

### 1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or

- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, proposers, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

### **1.5 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subConsultant, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.6 Lobbyist Contingency Fees**

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.7 Collusion**

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **2.0 SCOPE OF SERVICES**

### **2.1 Background**

Every 10 years, following the release of decennial census data, Miami-Dade County (the "County") is required to amend the Commission District boundaries in accordance with the Home Rule Charter and applicable law. The Consultant will assist the Board of County Commissioners and County staff with the process. The purpose of this project is to facilitate the County's decennial redistricting process, consistent with current legal standards.

### **Minimum Qualifications**

In order to be evaluated for contract award, the proposer must satisfactorily demonstrate they meet the minimum qualifications listed below. The Consultant's proposal shall specifically demonstrate how the project team meets the following minimum qualifications:

- Experience coordinating a detailed community outreach effort.
- Knowledge of federal, State of Florida and Miami-Dade County redistricting criteria.
- Experience specific to the facilitation of redistricting efforts.
- Demonstrate proficiency and experience in the use of ArcGIS software and the ability to utilize redistricting software to accomplish the scope outlined in this RFQ. Proposers must have access to ArcGIS software.
- Demonstrated experience specific to bloc voting analysis for compliance with applicable law.
- Knowledge of Census products as they relate to population and ethnicity.
- Knowledge of local conditions and communities of interest in Miami-Dade County.

### **Technical: Project Scope**

The Consultant shall use 2010 decennial federal census data, and all work and proposals shall conform to applicable law. The Consultant's responsibilities shall specifically include, but not be limited to the following:

1. **Public Meetings:** The Consultant shall participate in redistricting meetings and discussions of appropriate boards and committees. Planned meetings would include a minimum of five (5) Redistricting Subcommittee meetings and a minimum of three (3) Board of County Commissioners hearings. The Consultant's role in the anticipated meetings is as follows:

- a. Conduct an initial kick-off session with the Redistricting Subcommittee, describe the process and legal requirements, and discuss districting principles and planned community outreach.
  - b. Present results of community outreach, bloc voting analysis, and criterion used in map evaluation, including submittal requirements from members of the public to the Redistricting Subcommittee, and/or the Board of County Commissioners.
  - c. Present draft and final redistricting map proposals and public input to Redistricting Subcommittee, and/or the Board of County Commissioners for consideration and approval of a final plan.
2. Community Outreach: The Consultant shall schedule, present and receive public input at community meetings located at various locations throughout Miami-Dade County. It is anticipated that thirteen (13) community meetings will be scheduled. The Consultant's tasks are detailed as follows:
- a. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organizations; determine community leaders' expectations, and seek suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process. The Consultant shall provide non-English speaking support for non-English speaker inquiries.
  - b. Prepare illustrative materials, maps, brochures, and advertising for public meetings, workshops, and outreach;
  - c. Prepare, and coordinate with County staff and the Citizens Advisory Board public notices and media releases;
  - d. Facilitate meetings with the Redistricting Subcommittee, and/or the Board of County Commissioners, and provide a formal presentation on the scope, purpose, process, timelines, and legal issues. The Consultant shall request input from the public and document input received.
3. Redistricting Plans: The Consultant shall create at least four (4) draft redistricting plans and up to three (3) final redistricting plans for consideration by the Redistricting Subcommittee and the Board of County Commissioners. The Consultant shall ensure that each draft and final plan has districts that comply with federal and state criteria as well as the local criteria outlined in Resolution 511-04. The Consultant shall ensure compliance with Section 2 of the Voting Rights Act including, but not limited to, testing for vote dilution and polarization. The Consultant shall:
- a. Procure and utilize ArcGIS software for the creation of the draft and final redistricting plans.
  - c. Prepare up to three (3) final redistricting plans for final consideration by the Board of County Commissioners.
  - d. Prepare an initial evaluation for redrawing Voter Precinct Boundaries based on revised Commission District Boundaries.
4. Bloc Voting Analysis: The Consultant shall conduct performance tests to ensure compliance with Section 2 of the Voting Rights Act, including, but not limited to, testing for voting dilution and polarization. The Consultant shall issue a report for each of the draft and final redistricting plans outlining the results of the voting analysis.

5. The Consultant shall:
- a. Utilize the mapping software required by this Solicitation to develop draft maps and legal descriptions for adjustment of the County Commission District boundaries.
  - b. The County requires GIS files (personal geo-database) from the Consultant that display newly defined district boundaries.
  - c. The Consultant shall issue a report for each of the draft and final redistricting plans outlining the results of the bloc voting analysis.
  - d. Timeline: The Consultant shall provide a detailed timeline for all requirements of this Scope Of Services that allows for final adoption of the revised Commission District Boundaries by **December 6, 2011**. The Consultant shall provide County staff with a bi-weekly report on the project status.

#### **ADDITIONAL SERVICES:**

The following additional services may be required of the Consultant, on an as needed basis. It is important that the proposer demonstrate its ability to perform these services, and provide an hourly rate for such work.

- Expert Testimony: The Consultant shall provide expert technical assistance to the County in the event any legal action arises relating to the redistricting process of plans developed with Consultant's assistance. The Consultant shall provide expert testimony and technical services, if necessary, in state and federal court in the area of redistricting.
- The Consultant must have access to ArcGIS software. The County will provide the Consultant with one (1) license for the County-specified redistricting software for use during the course of the project. Additional licenses requested by the Consultant shall be indicated below and will be factored into the price proposal:
  - Number of additional software licenses requested: \_\_\_\_\_
- Technical services (professional services) as may be necessary for the fulfillment of the project scope. Such services shall be authorized by the County in writing.

### **3.0 RESPONSE REQUIREMENTS**

#### **3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

### **4.0 EVALUATION PROCESS**

#### **4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

#### **4.2 Evaluation Criteria**

Proposals will be evaluated by the Redistricting Subcommittee in accordance with the evaluation criteria listed below. The Redistricting Subcommittee will evaluate the proposal response. Proposers may be asked to make oral presentations of proposals before the Redistricting Subcommittee prior to final evaluation of proposals. If presentations are deemed necessary, proposers will be contacted to arrange the date and time.

##### Technical:

The Redistricting Subcommittee will evaluate proposer responses to the work that will be required of the Commission Redistricting Consultant. The Redistricting Subcommittee will consider:

- The proposer's experience and that of the team, or team members over the last ten years in performing services of similar size and scope.
- Key personnel that will perform the work outlined in this solicitation. Review and evaluation of Resumes of all key individuals to be assigned to the contract, with emphasis on relevant qualifications and experience to perform the work specifically related to the scope of services for the Consultant, as outlined in this solicitation.
- The demonstrated knowledge of the redistricting process and the detailed plan and timeline for accomplishing the scope outlined in this solicitation for the Consultant.
- The demonstrated knowledge of the requirements of federal, state, and county redistricting criteria and guidelines.
- The proposer's demonstrate knowledge of ArcGIS software and ability to utilize the software for the completion of the scope outlined in this solicitation.
- The proposer's demonstrated experience with coordinating and conducting community outreach efforts.
- The proposer's experience and qualifications in providing expert testimony and technical services, in state and federal court in the area of redistricting.
- The Redistricting Subcommittee will evaluate the proposer, and team members on the result achieved on similar contracts, if any.
- The proposer's ability to conduct performance tests to ensure compliance with Section 2 of the federal Voting Rights Act including, but not limited to, testing for vote dilution and polarization.
- The proposer's demonstrated experience and ability specific to producing block voting analysis for compliance with applicable law.
- The proposer's experience attending and participating in redistricting meetings and discussions of appropriate boards and committees the like of redistricting Subcommittees and Board of County Commissioners meetings.

#### **4.3 Oral Presentations**

The Redistricting Sub-committee may choose to conduct an oral presentation with the Proposer(s) which warrant further consideration. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) If conducted, Oral Presentations will be May 4, 2011. The County will advise of the specific time and location.

#### **4.4 Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine recommended Proposer(s). The Redistricting Subcommittee will evaluate each Proposer's lump sum offer to complete the work outlined in the Scope of Services for, and the hourly fee proposed for performing services included as "Additional Services". The proposer is required to provide a breakdown of its proposed lump sum price, as outlined on Form B-1.

#### **4.5 Negotiations**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

It is anticipated that the County will negotiate final contract terms and conditions, and price with the proposer(s) selected by the Board of County Commissioners. Progress Payments will be negotiated, and included in any resulting agreement. Progress Payments will be made to the Selected Proposer(s) based on work assigned and awarded.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or sub-Consultants is or has been involved within the last three years.

#### **4.6 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the Redistricting Subcommittee and Board of County Commissioners for approval. All proposers will be notified in writing of the Board's award(s). Contract award(s), if any, shall be made to the Proposer whose proposal is deemed by the County to be in the best interest of the County. The County's decision of whether to make an award and to which Proposer shall be final.

### **5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

**A. Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at [http://www.miamidade.gov/DPM/vendor\\_registration.asp](http://www.miamidade.gov/DPM/vendor_registration.asp) or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

**B. Insurance Requirements**

The Consultant shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificates(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

**C. Inspector General Reviews**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts; except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Consultant, if applicable.

**D. User Access Program**

Pursuant to Miami-Dade County Ordinance No. 03-192, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

**6.0 ATTACHMENTS**

Form of Agreement  
Proposal Submission Package  
Proposer Information  
Form B-1: Price Schedule

**PROPOSAL SUBMISSION PACKAGE**  
**Request for Qualifications (RFQ) No. 777**  
**Commission Redistricting Consultant Services**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

**1. Form A-1, Cover Page of Proposal**

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**2. Proposer Information**

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

**3. Affidavits/Acknowledgements**

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

**4. Form B-1, Price Proposal Schedule**

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and ten (10) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name:

Proposer's Address:

Proposer's Telephone Number:

Clerk of the Board

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, FL 33128-1983

RFQ No.: 777

RFQ Title: **Commission Redistricting Consultant Services**

Proposal Due Date: **April 18, 2011**

## **Proposer Information**

Proposers shall submit the information requested below for consideration, and evaluation by the County. Proposers are encouraged to submit detailed information, so that the County can fully evaluate its qualifications, experience and abilities, and its capability to perform all work specified.

### **Minimum Qualification Requirements**

Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:

- Experience with coordinating a detailed community outreach effort.
- Knowledge of ArcGIS redistricting software and the ability to utilize the software for the completion of the scope outlined in this solicitation.
- Knowledge of federal, State of Florida and Miami-Dade County redistricting criteria.
- Experience specific to the facilitation of a redistricting effort.

### **Proposer's Experience and Past Performance**

1. Describe the Proposer's performance and experience over the last ten years, and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Identify the team or individuals that will complete work outlined in this solicitation, including names and positions. Describe the experience of the individual, or team in the last ten years in performing services of similar scope. For each contract listed, include contact names and current phone numbers for each contract.
2. Provide resumes that are structured to emphasize relevant qualifications and experience specifically related to the specifications outlined in this solicitation. Resumes shall clearly identify the individual's previous experience in completing similar contracts, the beginning and ending dates shall be given for each similar contract, and a description of the contract shall be given and shall demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute. Include any professional designations and affiliations, certifications and licenses, etc.
3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or

Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

5. Providing a summary of the administration, organization and staffing, including multiple offices, if applicable. Provide an organizational chart showing the entire organizational structure. This chart should indicate the positions and names of the core team that will undertake this contract and their relationship to the consultant's overall organizational structure.
6. Provide detailed resumes for all key individuals, including management and supervisory personnel, to be assigned to the contract. Resumes shall be structured to emphasize relevant qualifications and experience specifically related to the work outlined in this solicitation. Resumes shall clearly identify the individual's previous experience in completing similar work, the beginning and ending dates shall be given for each similar contract, and a description of the contract shall be given and shall demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to work specified for this solicitation. Include any professional designations and affiliations, certifications and licenses, etc.
7. Proposer shall demonstrate expertise in providing Redistricting Services in the manner outlined in this solicitation, and demonstrate knowledge of the redistricting process and provide a detailed plan and timeline for accomplishing the scope outlined in this solicitation. Demonstrate knowledge of the redistricting process and provide a detailed plan for accomplishing the scope outlined in this solicitation.
8. Demonstrate experience with coordinating a detailed community outreach effort.
9. Demonstrate knowledge of federal, State of Florida and Miami-Dade County redistricting criteria.

#### **Key Personnel and Subcontractors Performing Services**

10. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's Key employees and those of the subcontractors or sub-consultant(s) and shall include the functions to be performed by each. Key personnel include all partners, managers, seniors, key personnel of any subcontractor(s), and other professional staff that will perform work and/or services in this project.
11. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
12. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.

13. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

#### **Proposed Approach to Providing the Services**

14. Describe Proposer's specific project plan, and procedures to be used in providing the services in the Scope of Services (**see Section 2.0**).
15. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
16. Provide a project schedule identifying specific key tasks, who will perform them, and duration.
17. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Form of Contract for  
RFQ No. 777

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as the "Consultant"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Consultant has offered to provide Commission Redistricting Consultant Services, on a non-exclusive basis, that shall conform to the Scope of Services; Miami-Dade County's Request For Qualifications (RFQ) No. 777, and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Consultant has submitted a written proposal dated \_\_\_\_\_, hereinafter referred to as the "Consultant's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Consultant such \_\_\_\_\_ for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services in RFQ No. 777, and all associated addenda and attachments, the Consultant's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Consultant" to mean \_\_\_\_\_ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Consultant to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Consultant.
- l) The word "subConsultant" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Consultant and whether or not in privity of Contract with the Consultant.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Consultant in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of

precedence is as follows: 1) these terms and conditions, 2) the Scope of Services, 3) the Miami-Dade County's RFQ No. 777, and any associated addenda and attachments thereof, and 4) the Consultant's Proposal.

### **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Consultant shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Consultant acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Consultant shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Consultant shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Consultant acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Consultant agrees to provide input on

policy issues in the form of recommendations. The Consultant agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Consultant agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall continue through the last day of the 12<sup>th</sup> month after contract award. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for \_\_\_\_ ( ) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Consultant in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Consultant, upon approval by the Board of County Commissioners.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

a) to the Project Manager:

Miami-Dade County  
Attention:  
Phone:

Fax:

and,

b) to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974

**Attention: Director**

**Phone: (305) 375-5548**

**Fax: (305) 375-2316**

**(2) To the Consultant**

Attention:

Phone:  
Fax:  
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Consultant warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Consultant deemed necessary in order to determine the price the Consultant will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of \_\_\_\_\_ (\$\_\_\_\_\_). The County shall have no obligation to pay the Consultant any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Consultant.

All Services undertaken by the Consultant before County's approval of this Contract shall be at the Consultant's risk and expense.

With respect to travel costs and travel related expenses, the Consultant agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Consultant may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Consultant agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Consultant, which are directly attributable or properly allocable to the Services, the Consultant may bill the County periodically, but not more than once per month, upon invoices certified by the Consultant pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Consultant, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Consultant. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month

on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Consultant to the County as follows:

Miami-Dade County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Consultant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners principals or sub-Consultants. The Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Consultant shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than \$1,000,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Consultant. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Consultant hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Consultant shall have an additional five (5) business days to submit a corrected certificate to the County. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Consultant shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Consultant shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Consultant in all aspects of the Services. At the request of the County the Consultant shall promptly remove from the project any Consultant's employee, sub-Consultant, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Consultant.
- b) The Consultant agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Consultant's personnel performing services hereunder at the behest of the County. Removal and replacement of any Consultant's personnel as used in this Article shall not require the termination and or demotion of such Consultant's personnel.
- c) The Consultant agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Consultant agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Consultant shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Consultant shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONSULTANT**

All employees of the Consultant shall be considered to be, at all times, employees of the Consultant under its sole direction and not employees or agents of the County. The Consultant shall supply competent employees. Miami-Dade County may require the Consultant to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONSULTANT RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this

Agreement, an independent Consultant, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent Consultant and not as employees and agents of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Consultant hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Consultant shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the

Agreement. All such disputes shall be submitted in writing by the Consultant to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Consultant, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs from the Consultant.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Consultant shall maintain, and shall require that its sub-Consultants and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Consultant and its sub-Consultants and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Consultant's books, documents, papers and records and of its sub-Consultants and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Consultant will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Consultant agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Consultant shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Consultant will cause any part of this Agreement to be performed by a Sub-Consultant, the provisions of this Contract will apply to such Sub-Consultant and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Sub-Consultant, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the Sub-Consultant will be subject to the provisions hereof as if performed directly by the Consultant.
- b) The Consultant, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Sub-Consultant, the portion of the Services which the Sub-Consultant is to do, the place of business of such Sub-Consultant, and such other information as the County may require. The County will have the right to require the Consultant not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Consultant will inform the Sub-Consultant fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Sub-Consultant will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Sub-Consultant satisfactory to the County, in addition to the other requirements herein provided, the Sub-Consultant must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Sub-Consultant must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Consultant's obligations under this Agreement. All Sub-Consultants are required to protect the confidentiality of the County's and County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Consultant and Sub-Consultants and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County

permitting the County to request completion of performance by the Sub-Consultant of its obligations under the subcontract, in the event the County finds the Consultant in breach of its obligations, the option to pay the Sub-Consultant directly for the performance by such sub-Consultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any sub-Consultant hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Consultant understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Consultant may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Consultant.
- e) In the event that the County exercises its right to terminate this Agreement, the Consultant shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");

- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Consultant will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Consultant has not delivered Deliverables on a timely basis.
  - ii. the Consultant has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Consultant has failed to make prompt payment to sub-Consultants or suppliers for any Services;
  - iv. the Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver;
  - v. the Consultant has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Consultant has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Consultant has failed in the representation of any warranties stated herein.

- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the County may request that the Consultant, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Consultant's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs, in the determination of the County, the County may so notify the Consultant ("Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Consultant to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Consultant shall discontinue the Services upon the Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Consultant warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Consultant shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Consultant shall have the obligation to, at the County's option to (i) modify, or require that the applicable sub-Consultant or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Consultant's expense, the rights provided under this Agreement to use the item(s).
- d) The Consultant shall be solely responsible for determining and informing the County whether a prospective supplier or sub-Consultant is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Consultant shall enter into agreements with all suppliers and sub-Consultants at the Consultant's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Consultant shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Consultant or its sub-Consultants in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Consultant or its employees, agents, sub-Consultants or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Consultant nor its employees, agents, sub-Consultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

Additionally, the Consultant expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Consultant shall advise each of its employees, agents, sub-Consultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or sub-Consultant's or supplier's employees, present or former. In addition, the Consultant agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Consultant shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Consultant or its employees, agents, sub-Consultants or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Consultant shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Consultant acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Consultant will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Consultants and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Consultants' employees with the approval of the lessor or Consultants thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Consultant will report to the County any information discovered or which is disclosed to the Consultant which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Consultant's authority to prevent improper use, disclosure or removal.

#### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Consultant hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Consultant hereunder or furnished by the Consultant to the County and/or created by the Consultant for delivery to the County, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, sub-Consultants and suppliers may use only in connection of the performance of Services under this Agreement. The Consultant shall not, without the prior written consent of the County, use such documentation on any other project in which the Consultant or its employees, agents, sub-Consultants or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its sub-Consultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Consultant nor its employees, agents, sub-Consultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Consultant, or any employee, agent, sub-Consultant or supplier thereof, without the prior written consent of the County, except as required for the Consultant's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Consultant and its sub-Consultants and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Consultant hereby grants, and shall require that its sub-Consultants and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

## a) Vendor Registration

The Consultant shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Consultant confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Sub-Consultant /Supplier Listing**  
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**  
(Resolution R-738-92)
14. **W-9 and 8109 Forms**  
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**  
In order to establish a file, the Consultant's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Consultant's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Consultant for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the Consultant agrees to comply with all antitrust laws of the United States and the State of Florida.

## b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 32. INSPECTOR GENERAL REVIEWS**

## Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Consultant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees, sub-Consultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Consultant in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Consultant or any third party.

### Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Consultant. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Consultant from the Inspector General or IPSIG retained by the Inspector General, the Consultant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful sub-Consultants and suppliers, all project-related correspondence, memoranda, instructions,

financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Consultant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All Consultants and sub-Consultants performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Consultant shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including but not limited to laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Consultant agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Consultant attests that it is not in violation of the Americans with Disabilities

Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Consultant submits a false affidavit pursuant to this Resolution or the Consultant violates the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

**ARTICLE 35. CONFLICT OF INTEREST**

The Consultant represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any sub-Consultant or supplier to the Consultant.
- c) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the County's Project Manager. Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Consultant receives from the Project Manager in regard to remedying the situation.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Consultant without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Consultant first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any Consultant, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Consultant and its employees, agents, sub-Consultants and suppliers will not represent, directly or indirectly, that any product or service provided by the Consultant or such parties has been approved or endorsed by the County.

**ARTICLE 37. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Consultant has with the County, the Consultant becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

**ARTICLE 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and sub-Consultants agree to the same restrictions and conditions that apply to the Consultant and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Consultant must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)**

- a) **User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Consultant providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Consultant participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Consultant must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Consultant participation in this joint purchase portion of the UAP, however, is voluntary. The Consultant shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Consultant shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Consultant for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Consultant and shall be paid by the ordering entity less the 2% UAP.

**c) Consultant Compliance**

If a Consultant fails to comply with this Article, that Consultant may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 41. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Consultant and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Consultant

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

Proposer: \_\_\_\_\_

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

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

**Note:** Proposer must submit documentation which authorizes signature, and authority to bid the entity to the price quoted.

Form B-1  
Price Proposal Schedule

**GENERAL:**

The pricing evaluation is used as part of the evaluation process to determine recommended Proposer(s). The Redistricting Subcommittee will evaluate each Proposer's lump sum offer to complete the work outlined in the Scope of Services, and the hourly fee proposed for performing services included as "Additional Services".

**INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks and make no other marks. The proposer is required to provide a breakdown of its proposed lump sum price, as outlined on this Form B-1.

Please indicate the total proposed price to provide the services described in Section 2.0, except the "Additional Services." \$ \_\_\_\_\_  
Proposer's Price

Using a separate sheet, provide a breakdown of the proposed price. Indicate the personnel that will complete tasks and activities related to the Scope Of Services, the number of hours the individual(s) will devoted to a specific task or activity, and the cost incurred that goes into the total proposed price. Additionally, please indicate materials and equipment costs, overhead, and any miscellaneous cost items that will be used to perform the Scope Of Services which is included in the total proposed price. The breakdown costs should equal the total proposed price.

**Note:**

After award, the County and Selected Propose(s) will develop a mutually agreeable Progress Payment Schedule. The negotiated Price will be paid via milestone payments to the Selected Proposer(s) based on the completion of certain work identified in the Progress Payment Schedule.

Please indicate the hourly rate and classification of individuals that would perform work under the "Additional Services" category (see section 2.0 of the RFQ).

Expert Testimony: \_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

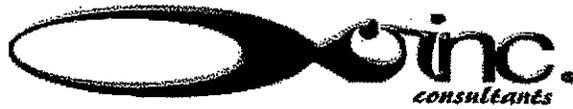
Technical Services: \_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

\_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

\_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

Please use separate sheet if necessary:

2B



Olmedillo5, Inc. Land Use Consultants  
1450 Madruga Avenue  
Suite 407  
Coral Gables, Florida 33146

April 14, 2011

Fred Simmons, Jr.  
CPPO Senior Procurement Contracting Officer  
Miami-Dade County  
111 NW 1 Street, Suite 1300  
Miami, Florida 33128

Ref: RFQ No. 777 County Commission Redistricting Consultant Services.

Dear Mr. Simmons:

We respectfully introduce for your consideration the team of professionals that assisted the Board of County Commissioners in adopting the redistricting plan corresponding to the 2000 US Census.

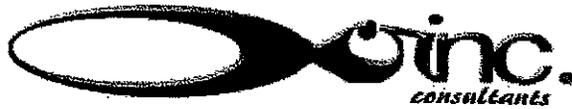
County Staff may remember the process undertaken approximately ten years ago, when Dr. Lisa R. Handley, Dr. Rudolph Wilson, George Meyers and me, Guillermo Olmedillo were individually selected by the Board of County Commissioners to assist them in that endeavor.

Dr. Handley has extensive experience conducting racial bloc voting analyses and providing expert advice to drawing districts that comply with the legal requirements of the Voting Rights Act of 1965.

Dr. Wilson has extensive experience in the construction of district maps and also served on the US Bureau of Census, Census Information Centers, Steering Committee.

Guillermo Olmedillo served during the last redistricting project as the local coordinator to conduct the community educational meetings; meetings with individual commissioners and their corresponding staffs; public meetings and hearings of the Board and presentation at the different stages of the Plan; and the coordination with your Elections Department, whose assistance was extremely valuable throughout the entire process.

Voice - 305.668 9878 / 786.252.0381  
Facsimile - 305.668 9871  
Electronic - Guillermo@olmedillox5.com



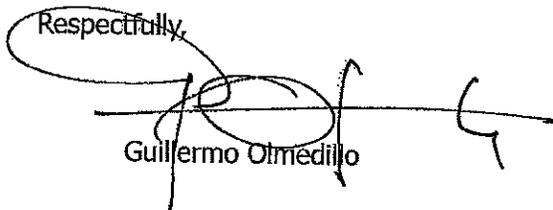
Olmedillox5, Inc. Land Use Consultants  
1450 Madruga Avenue  
Suite 407  
Coral Gables, Florida 33146

Following the same process undertaken by the Board during the 2000 Census Redistricting Plan, who decided to have four separate contracts, we are presenting the four individuals, who will work as a team, but that will request independent contracts with the County. To that end, you will find attached individual proposals from each professional, explaining the field of work to be conducted.

We have enclosed the corresponding curriculum vitae of the members of this team for your consideration along with Form A-1; Proposers Information; Affidavits of Acknowledgement; (Forms A-2 through A-6.); Form B-1 (Price Proposal Schedule); Local Business Tax Receipts from Miami-Dade County and the City of Coral Gables; and the corporation information for OLMEDILLO X5, INC.

I can be reached at the contact information provided for you in this stationary.

Respectfully,



Guillermo Olmedillo

Voice - 305.668 9878 / 786.252.0381  
Facsimile - 305.668 9871  
Electronic - [Guillermo@olmedillox5.com](mailto:Guillermo@olmedillox5.com)

**PROPOSER'S NAME (Name of firm, entity or organization):**  
OLMEDILLO X5, INC.

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 41 2034399

**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**  
Name: GUILLERMO OLMEDILLO Title: PRES.

**MAILING ADDRESS:**  
Street Address: 1450 MADRUGA AVENUE, SUITE 407  
City, State, Zip: CORAL GABLES, FL 33146

<b>TELEPHONE:</b> ( 786 ) 252 0381	<b>FAX:</b> (305) 668 9891	<b>E-MAIL ADDRESS:</b> GUILLERMO@OLMEDILLOX5.COM
---------------------------------------	-------------------------------	---

**PROPOSER'S ORGANIZATIONAL STRUCTURE:**  
 Corporation     Partnership     Proprietorship     Joint Venture  
 Other (Explain):

**IF CORPORATION:**  
Date Incorporated/Organized: 03/26/2002    State Incorporated/Organized: FLORIDA  
States registered in as foreign corporation:

**PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:**  
URBAN AND REGIONAL PLANNING

**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:**

**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:**  
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.  
 Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

**CRIMINAL CONVICTION DISCLOSURE:**  
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.  
 Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

**PROPOSER'S AUTHORIZED SIGNATURE**  
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.  
**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Signed By:  Date: 04/14/2011  
Print Name: GUILLERMO OLMEDILLO Title: PRES.

## **Proposer Information**

Proposers shall submit the information requested below for consideration, and evaluation by the County. Proposers are encouraged to submit detailed information, so that the County can fully evaluate its qualifications, experience and abilities, and its capability to perform all work specified.

### **Minimum Qualification Requirements**

Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:

- Experience with coordinating a detailed community outreach effort.

**Guillermo Olmedillo served for 16 years, as the Planning and Zoning Deputy Director for the City of Miami, and as the Planning and Zoning Director for Miami-Dade County.**

**One of the main activities of the planning process is outreach to the stakeholders in order to produce plans based on the true needs of the different communities.**

**Additionally, Guillermo Olmedillo served as the local coordinator for the community outreach presentations during the creation of the existing Commission District Plan.**

**(Please see attached resume).**

- Knowledge of ArcGIS redistricting software and the ability to utilize the software for the completion of the scope outlined in this solicitation.

**This team used Maptitude as the program for the creation of the existing plan. ArcGIS offers a similar redistricting program that combines census data with geographic polygons and generates reports as the boundaries are relocated. James B. Smith has ample experience in information technology and will be the tech. assisting the other members of the team in handling the programs. (Please see attached resume)**

- Knowledge of federal, State of Florida and Miami-Dade County redistricting criteria.

**Please see attached resumes for Drs. Handley and Wilson. Additionally, along with Guillermo Olmedillo and George Meyers, they were part of the team in charge of the production of the existing Commission District Plan.**

- Experience specific to the facilitation of a redistricting effort.

**Please see attached resumes describing specific experience in redistricting plans.**

### **Proposer's Experience and Past Performance**

1. Describe the Proposer's performance and experience over the last ten years, and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

**Guillermo Olmedillo DBA OLMEDILLOX5, INC. has been active in Miami-Dade County and several of its municipalities as an expert in urban and regional planning. Additionally, OLMEDILLO X5, Inc. has served as an expert in planning and zoning issues for individuals as well as municipalities, and he has been accepted by the courts as an expert in such matters.**

**Following the format of individual contracts for the different experts, please review the applications filed by the other three members of this team.**

Identify the team or individuals that will complete work outlined in this solicitation, including names and positions. Describe the experience of the individual, or team in the last ten years in performing services of similar scope. For each contract listed, include contact names and current phone numbers for each contract.

**Please review resumes included in answer to paragraph 2 below.**

2. Provide resumes that are structured to emphasize relevant qualifications and experience specifically related to the specifications outlined in this solicitation. Resumes shall clearly identify the individual's previous experience in completing similar contracts, the beginning and ending dates shall be given for each similar contract, and a description of the contract shall be given and shall demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute. Include any professional designations and affiliations, certifications and licenses, etc.

**Individual resumes included.**

3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

<b>Project 1:</b>	<b>Finding of Necessity for the expansion of the OMNI CRA.</b>
<b>Client:</b>	<b>OMNI CRA, City of Miami.</b>
<b>Description of work</b>	<b>Determine the extent to which "slum and blight" exists around the pre-existing boundaries of the CRA.</b>
<b>Dates:</b>	<b>April 2009 – March 2010.</b>
<b>Value of the project:</b>	<b>\$25,000.00 plus additional expenses.</b>
<b>Contact person:</b>	<b>Executive Director of the CRA (305) 679 6823.</b>
<b>Consultant type:</b>	<b>Prime.</b>
<b>Result of the project:</b>	<b>Approved by the City Commission, the CRA and Miami-Dade County.</b>

**Project 2:** Finding of Necessity for the expansion of the SEOPWI CRA.  
**Client:** SEOPW CRA, City of Miami.  
**Description of work:** Determine the extent to which "slum and blight" exists around the pre-existing boundaries of the CRA.  
**Dates:** April 2009 – March 2010.  
**Value of the project:** \$25,000.00 plus additional expenses.  
**Contact person:** Executive Director of the CRA (305) 679 6823.  
**Consultant type:** Prime.  
**Result of the project:** Approved by the City Commission, the CRA and Miami-Dade County.

4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

**Coordinator for the existing Commission District Plan.**

5. Providing a summary of the administration, organization and staffing, including multiple offices, if applicable. Provide an organizational chart showing the entire organizational structure. This chart should indicate the positions and names of the core team that will undertake this contract and their relationship to the consultant's overall organizational structure.

**Each member of the team will describe the particular information pertinent to his or her staff.**

**Olmedillo X 5, Inc. will be represented by Guillermo Olmedillo with an administrative assistant.**

6. Provide detailed resumes for all key individuals, including management and supervisory personnel, to be assigned to the contract. Resumes shall be structured to emphasize relevant qualifications and experience specifically related to the work outlined in this solicitation. Resumes shall clearly identify the individual's previous experience in completing similar work, the beginning and ending dates shall be given for each similar contract, and a description of the contract shall be given and shall demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to work specified for this solicitation. Include any professional designations and affiliations, certifications and licenses, etc.

**(Please see attached resumes)**

7. Proposer shall demonstrate expertise in providing Redistricting Services in the manner outlined in this solicitation, and demonstrate knowledge of the redistricting process and provide a detailed plan and timeline for accomplishing the scope outlined in this solicitation.

The timeline presented by the Planning and Zoning Department at the March 30, meeting of the Redistricting Subcommittee of the Board is acceptable to this team. The expertise of the team has been demonstrated by the performance when the existing County Commission District Plans was prepared.

**The process will include:**

**Meetings with each Commissioner and his or her staff to determine the impact that the population shift has created in each district.**  
**Educational meetings with the different communities and stakeholders to inform them of the requirements and process.**  
**Meetings with the advisory committees.**  
**Analyses of the plans generated at the different stages to ascertain that they meet all legal and customary requirements.**  
**Hearings of the BCC.**  
**Please see answers to questions 14, 15 and 16.**

8. Demonstrate experience with coordinating a detailed community outreach effort.

**Please see resumes attached.**

9. Demonstrate knowledge of federal, State of Florida and Miami-Dade County redistricting criteria.

**Please see resumes attached.**

**Key Personnel and Subcontractors Performing Services**

10. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's Key employees and those of the subcontractors or sub-consultant(s) and shall include the functions to be performed by each. Key personnel include all partners, managers, seniors, key personnel of any subcontractor(s), and other professional staff that will perform work and/or services in this project.

**Please see answer to 6 above.**

11. List the names and addresses of all first tier subcontractors; and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.

**Please see answer to 6 above.**

12. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.

**Please see resumes attached.**

13. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

**Resumes attached.**

**Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

**Proposed Approach to Providing the Services**

14. Describe Proposer's specific project plan, and procedures to be used in providing the services in the Scope of Services (see Section 2.0).

**See attached project development outline.**

15. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.

**See attached project development outline.**

16. Provide a project schedule identifying specific key tasks, who will perform them, and duration.

**See attached project development outline.**

17. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

**No exceptions taken.**

MIAMI-DADE COUNTY REDISTRICTING PROGRAM

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
1		Contract Award	1 day	Tue 5/17/11	Tue 5/17/11	BCC
2		Consultants Internal Meeting	2 days	Wed 5/18/11	Thu 5/19/11	LRH,RW,GEO and JS
3		Input from individual BCC Members	10 days	Mon 5/23/11	Fri 6/3/11	BCC ,GEO
4		Preparation of community meetings	6 days	Mon 5/30/11	Mon 6/6/11	Consultants
5		13 Community presentations	15 days	Mon 6/6/11	Fri 6/24/11	Consultants,DPZ and Elections.
6		Presentation to RSC	5 days	Mon 6/6/11	Fri 6/10/11	Consultants
7		Presentation to RAC	5 days	Mon 6/6/11	Fri 6/10/11	Consultants
8		Posting of existing District Plan				Consultants and ETS
9		1st. Plan Draft	10 days	Mon 6/13/11	Fri 6/24/11	Consultants
10		Review and analysis of 1st. Draft	10 days	Mon 6/13/11	Fri 6/24/11	Consultants
11		2nd. Plan Draft	5 days	Fri 6/24/11	Thu 6/30/11	Consultants
12		Meeting w/ Supervisor of Elections	5 days	Fri 6/24/11	Thu 6/30/11	Consultants and Supervisor of Elections
13		Review and analysis of 2nd. Draft	5 days	Fri 6/24/11	Thu 6/30/11	Consultants
14		Meeting w/ Supervisor of Elections	5 days	Mon 7/4/11	Fri 7/8/11	Consultants and Supervisor of Elections
15		Input from individual BCC Members	13 days	Mon 7/4/11	Wed 7/20/11	BCC and consultants
16		3rd. Plan Draft	6 days	Fri 7/22/11	Fri 7/29/11	Consultants
17		Review and analysis of 3rd. Draft	6 days	Fri 7/22/11	Fri 7/29/11	Consultants
18		Posting of 3rd. Draft	2 days	Thu 7/28/11	Fri 7/29/11	Consultants and ETS
19		BCC input, public Hearing	1 day	Thu 9/1/11	Thu 9/1/11	BCC and consultants
20		Meeting w/ Supervisor of Elections	5 days	Mon 9/5/11	Fri 9/9/11	Consultants and Supervisor of Elections
21		RAC input	5 days	Mon 9/5/11	Fri 9/9/11	RAC
22		RSC input, Public Meeting	5 days	Mon 9/12/11	Fri 9/16/11	RAC and Consultants
23		4th. Plan Draft	6 days	Mon 9/19/11	Mon 9/26/11	Consultants
24		Review and analysis of 4th. Plan Draft	6 days	Mon 9/19/11	Mon 9/26/11	Consultants
25		RAC input	4 days	Tue 9/27/11	Fri 9/30/11	RAC
26		BCC input, public Hearing	1 day	Tue 10/4/11	Tue 10/4/11	BCC and consultants
27		5th. Plan Draft	5 days	Wed 10/5/11	Tue 10/11/11	Consultants
28		Review and analysis of 5th. Plan Draft	5 days	Tue 10/11/11	Mon 10/17/11	Consultants
29		RAC input	1 day	Thu 10/20/11	Thu 10/20/11	RAC
30		RSC input, Public Meeting	1 day	Mon 10/24/11	Mon 10/24/11	RSC and Consultants
31		Final Plans	6 days	Mon 10/31/11	Mon 11/7/11	Consultants
32		BCC Public Hearing I	1 day	Tue 11/15/11	Tue 11/15/11	BCC
33		BCC Adoption	1 day	Tue 12/6/11	Tue 12/6/11	BCC

MIAMI-DADE COUNTY REDISTRICTING PROGRAM

ID	Task Mode	Task Name	Duration	Start	Finish	Resource Names
34	X	Publication of Adopted Plan	1 day	Mon 12/19/11	Mon 12/19/11	Elections
35	X	Posting of Adopted Plan	1 day	Wed 12/21/11	Wed 12/21/11	Consultants and ETS

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: COUNTY COMMISSION REDISTRICTING Project No.: RFQ 777
(2) Department: PLANNING AND ZONING
(3) Proposer's Name: GUILLERMO OLMEDILLO, DBA OLMEDILLO X5, INC.
Address: 1450 MADRUGA AVE. S. 407. CORAL GABLES, FL. Zip: 33146
Business Telephone: (786) 252 0381

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO.
Row 1: GUILLERMO OLMEDILLO, PRES., OLMEDILLO X5, INC., 786 252 0381

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

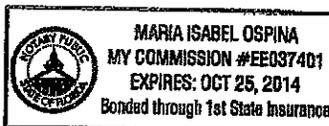
Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: [Handwritten Signature] Title: PRES.
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this APR 14, 2011, by GUILLERMO OLMEDILLO, A PROPRIETOR, who is personally known (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership) to me or who has produced as identification and who did/did not take an oath.

[Handwritten Signature: Maria Isabel Ospina]
(Name of Acknowledger typed, printed or stamped)
(Title or Rank) (Serial Number, if any)



Form A-3  
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated 04/13/, 2011  

Addendum #2, Dated \_\_\_\_\_, 201  

Addendum #3, Dated \_\_\_\_\_, 201  

Addendum #4, Dated \_\_\_\_\_, 201  

Addendum #5, Dated \_\_\_\_\_, 201  

Addendum #6, Dated \_\_\_\_\_, 201  

Addendum #7, Dated \_\_\_\_\_, 201  

Addendum #8, Dated \_\_\_\_\_, 201  

Addendum #9, Dated \_\_\_\_\_, 201  

PART II:

   No Addendum was received in connection with this solicitation.

Authorized Signature:  Date: 04/14/2011

Print Name: GUILLERMO OLMEDILLO Title: PRES.

Firm Name: OLMEDILLO X5, INC.



By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: 41 2034399 \_\_\_\_\_

Firm Name: OLMEDILLO X5, INC. \_\_\_\_\_

Address: 1450 MADRUGA AVENUE, SUITE 407. \_\_\_\_\_

City/State/Zip: CORAL GABLES, FL. 33146 \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: [Handwritten Signature]

Print Name: GUILLERMO OLMEDILLO Title: PRES. \_\_\_\_\_

Date: 04/14/2011 \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO (or affirmed) before me on APRIL 14, 2011 \_\_\_\_\_  
(Date)

by GUILLERMO OLMEDILLO He/She is personally known to me or has  
(Affiant)

presented \_\_\_\_\_ as identification.

[Handwritten Signature]  
(Signature of Notary)

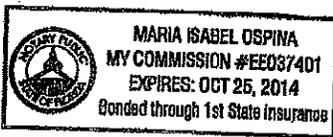
\_\_\_\_\_  
(Print or Stamp Name of Notary)

Notary Public FLORIDA  
(State)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Expiration Date)

Notary Seal



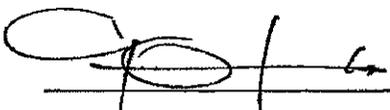
**FORM A-5  
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer OLMEDILLO X5, INC

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Dr. Lisa R. Handley		Racial Bloc Voting Analysis and expertise in compliance of plans with the 1965 Voting Rights Act.	F	W
Dr. Rudolph Wilson		Construction of Plans conforming with redistricting requirements.	M	B
James B. Smith III		IT Technician	M	W
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.



GUILLERMO OLMEDILLO, PRES.

04/14/2011

Signature of Proposer's Authorized Representative

Print Name

Print Title

Date

**FAIR SUBCONTRACTING POLICIES**  
**(Section 2-8.8 of the Miami-Dade County Code)**

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

OLMEDILLO X5, INC. is a minority owned and operated small business.

We issue sub contracts based on expertise, minority status and familiarity with local issues.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_



Title: PRESIDENT

Date: 04/14/2011

Firm Name: OLMEDILLO X5, INC.

Form B-1  
Price Proposal Schedule

**GENERAL:**

The pricing evaluation is used as part of the evaluation process to determine recommended Proposer(s). The Redistricting Subcommittee will evaluate each Proposer's lump sum offer to complete the work outlined in the Scope of Services, and the hourly fee proposed for performing services included as "Additional Services".

**INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks and make no other marks. The proposer is required to provide a breakdown of its proposed lump sum price, as outlined on this Form B-1.

Please indicate the total proposed price to provide the services described \$45,000.00 in Section 2.0, except the "Additional Services."

Proposer's Price

Using a separate sheet, provide a breakdown of the proposed price. Indicate the personnel that will complete tasks and activities related to the Scope Of Services, the number of hours the individual(s) will devoted to a specific task or activity, and the cost incurred that goes into the total proposed price. Additionally, please indicate materials and equipment costs, overhead, and any miscellaneous cost items that will be used to perform the Scope Of Services which is included in the total proposed price. The breakdown costs should equal the total proposed price.

**Note:**

After award, the County and Selected Propose(s) will develop a mutually agreeable Progress Payment Schedule. The negotiated Price will be paid via milestone payments to the Selected Proposer(s) based on the completion of certain work identified in the Progress Payment Schedule.

Please indicate the hourly rate and classification of individuals that would perform work under the "Additional Services" category (see section 2.0 of the RFQ).

Expert Testimony:

\_\_\_\_\_ COORDINATOR \_\_\_\_\_ \$ 200.00 \_\_\_\_\_ per/hr.  
Classification

Technical Services:

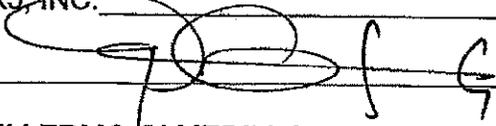
\_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

\_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

\_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

Please use separate sheet if necessary:

Proposer: OLMEDILLO X5 INC.

Authorized Signature: 

Print Name & Title: GUILLERMO OLMEDILLO, PRESIDENT

**Note:** Proposer must submit documentation which authorizes signature, and authority to bid the entity to the price quoted.



**CITY OF CORAL GABLES, FLORIDA**  
**LOCAL BUSINESS TAX RECEIPT**  
 THIS IS NOT A BILL, DO NOT PAY

CUSTOMER RECEIPTING  
 BR-0000006159

**2010-2011**

BUSINESS NAME: OLMEDILLOGGING  
 DBA NAME: OLMEDILLOGGING  
 CLASSIFICATION:  
 1. CONSULTANT

LOCATION: 9450 MADRUGA AVE  
 SITE 7407  
 AMOUNT PAID: \$ 205.00

NO. OF UNITS: 2  
 UNIT DESCRIPTION: PERSONS

3  
 4  
 5  
 6

*BUSINESS TAX RECEIPT RENEWAL*  
 This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval.

VALID ONLY AT LOCATION # 0001  
 LOCAL BUSINESS TAX RECEIPT EXPIRES 03/31/2011

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



[Home](#)   [Contact Us](#)   [E-Filing Services](#)   [Document Searches](#)   [Forms](#)   [Help](#)

[Previous on List](#)   [Next on List](#)   [Return To List](#)

Entity Name Search

No Events

No Name History

## Detail by Entity Name

### Florida Profit Corporation

OLMEDILLO X 5 INC.

### Filing Information

Document Number P02000032794  
FEI/EIN Number 412034399  
Date Filed 03/26/2002  
State FL  
Status ACTIVE

### Principal Address

1450 MADRUGA AVENUE.  
SUITE 407  
CORAL GABLES FL 33146

Changed 03/24/2009

### Mailing Address

6840 SW 130TH. TERRACE  
MIAMI FL 33156

### Registered Agent Name & Address

OLMEDILLO, GUILLERMO  
6840 SW 130TH. TERRACE  
MIAMI FL 33156

### Officer/Director Detail

#### Name & Address

Title P

OLMEDILLO, GUILLERMO  
6840 SW 130TH. TERRACE  
MIAMI FL 33156

Title VP

OLMEDILLO, GLADYS M  
6840 SW 130TH. TERRACE  
MIAMI FL 33156

### Annual Reports

Report Year	Filed Date
2009	03/24/2009
2010	01/08/2010
2011	01/05/2011



**Frontier**  
International Consulting

---

## PROPOSER INFORMATION

Frontier International Electoral Consulting (Frontier) is putting forward this proposal in response to RFQ No. 777 for Commission Redistricting Consultant Services for Miami-Dade County. We are offering services directly relevant only to the "Bloc Voting Analysis" as listed in the Project Scope of the RFQ.

The contact information for the individual responsible for responding to questions, as well as negotiating contracts on behalf of Frontier, is:

Dr. Lisa Handley, President  
Frontier IEC  
11821 Milbern Drive  
Potomac, MD 20854  
Office: (301) 765-5024  
Email: [LRHandley.Frontier@gmail.com](mailto:LRHandley.Frontier@gmail.com); [LRHandley@aol.com](mailto:LRHandley@aol.com)

## EXPERTISE IN REDISTRICTING AND RACIAL BLOC VOTING ANALYSIS

The Frontier principal with responsibility for this project would be Dr. Lisa Handley.

**Dr. Lisa Handley** has over twenty-five years of experience in the areas of redistricting and voting rights, both as a practitioner and an academician, and is recognized nationally (as well as internationally) as an expert on these subjects. She has advised numerous jurisdictions and other clients on redistricting and has served as an expert in dozens of redistricting and voting rights court cases. Her clients have included scores of state and local jurisdictions, independent redistricting commissions, civil rights organizations and the U.S. Department of Justice, as well as such international organizations as the United Nations. In addition, Dr. Handley has been actively involved in research, writing and teaching on the subjects of voting rights and redistricting. For example, she co-edited a volume on comparative redistricting (Redistricting in Comparative Perspective, Oxford University Press) and co-authored a book on minority voting rights (Minority Representation and the Quest for Voting Equality). She holds a Ph.D. in political science from George Washington University.

***Analysis of Voting Patterns by Race/Ethnicity*** Dr. Handley has conducted hundreds of racial bloc voting analyses across the country, including analyses of voting patterns

by race and ethnicity in the State of Florida in general and in Miami-Dade County more specifically. She has performed these analyses both in conjunction with redistricting efforts and in the context of voting rights litigation. In addition, she has testified in dozens of court cases on the existence (or nonexistence) of racially polarized voting.

*Dr. Handley's CV is attached to this proposal.*

#### **PROPOSED SCOPE OF SERVICES**

**Conduct Analysis of Voting Patterns** – An analysis of voting patterns by race is necessary to determine whether voting in the County is polarized by race/ethnicity. The three standard analytic procedures for conducting a racial bloc voting analysis are homogeneous precinct analysis, bivariate ecological regression and ecological inference. Dr. Handley will employ these three statistical methods to produce estimates of voting patterns by race for select federal, state and local elections between 2002 and 2010. In addition, Dr. Handley will prepare a written document reporting these estimates and detailing the methods by which they were produced.

**Provide Consulting Services** – Dr. Handley will provide a briefing to the Commission to discuss the findings. She will also offer general expert advice throughout the redistricting process regarding drawing districts that comply with all constitutional and legal requirements, particularly the Voting Rights Act of 1965.

#### **Specific tasks include (but are not limited to):**

1. **Assistance with the creation of database** A database composed of precinct-level election returns and population data by race (reported in the PL94-171 census data) must be created in order to conduct the racial bloc voting analysis. Dr. Handley will assist in the design of this database.
2. **Analysis of voting patterns** Dr. Handley will conduct an analysis of voting patterns by race using three statistical techniques – homogeneous precinct analysis, bivariate ecological regression analysis and ecological inference – for select elections since 2002.
3. **Preparation of written report** A written report detailing the analyses performed, the results of these analyses and the conclusions reached will be prepared by Dr. Handley for the Commission.
4. **Oral presentation of findings** Dr. Handley will travel to Miami-Dade County to make an oral presentation to the Commission of the results of the analysis.

5. **General Consulting Services** Dr. Handley will provide general redistricting consulting services, including (but not limited to) advising the Commission on matters pertaining to Section 2 of the Voting Rights Act.
6. **Expert Witness Testimony** Should the need arise, Dr. Handley can act as an expert witness in any litigation that may ensue.

#### **PROPOSED PROJECT SCHEDULE**

The completion date for the racial bloc voting analysis is dependent upon the date of delivery of an acceptable elections database. Once a database has been produced, the estimated time required for the analysis, as well as the completion of the final report, is four to six weeks:

- One week (40 hours) for the analysis of select federal and state elections
- Two week (80 hours) for the analysis of select County and City elections
- One week (40 hours) to draft a report of the finding of the analysis

The precise number of hours needed for the work will depend upon the number of election contests to be analyzed.

#### **PROJECT METHODOLOGY**

A racial bloc voting analysis is necessary to determine whether voting in Miami-Dade County is polarized by race/ethnicity. This analysis is important because, if voting is racially polarized, the County could be subject to a successful Section 2 legal challenge unless districts have been created that offer minority voters an equal opportunity to elect candidates of choice.

Voting is considered to be racially polarized if a minority group votes cohesively in support of minority-preferred candidates and whites vote as a bloc to usually defeat these minority-preferred candidates. A statistical analysis must be performed to estimate the percentage of whites and minorities supporting minority-preferred candidates. The results of this analysis can also be used to calculate the percentage minority population necessary in a district to ensure that the minority community has an opportunity to elect candidates of choice in that district.

Conducting an analysis of voting patterns by race is particularly relevant in areas of the state where there are a sufficient number of minority voters to meet the first prong of *Gingles* (*Thornburg v. Gingles*, a 1986 Supreme Court decision interpreting Section 2 of the Voting Rights Act): a minority group must be sufficiently large and geographically compact to constitute a majority of a single member district. Moreover, only in areas with a significant minority population are there likely to be

enough minority voters (and minority candidates) to conduct an analysis of voting patterns.

In order to conduct a racial bloc voting analysis, a precinct level database containing population statistics and election returns for each election of interest must be constructed. Once this database has been compiled, it is possible to statistically analyze this data to produce estimates of voting patterns by race/ethnicity.

The three standard analytic procedures for estimating the extent to which minorities and whites have voted differently are homogeneous precinct analysis, bivariate ecological regression and ecological inference. Homogeneous precinct analysis and bivariate ecological regression analysis have the benefit of the Supreme Court's stamp of approval in *Thornburg v. Gingles*. The more recently developed third technique, ecological inference, is widely regarded as an improvement over traditional bivariate ecological regression analysis. Frontier will employ all these three analytic methods to produce estimates of the voting patterns by race in specified areas of the state.

If the analysis indicates the existence of legally significant racial bloc voting, Frontier will provide advice with respect to drawing districts that comply with all applicable legal requirements, including the U.S. Constitution and the federal Voting Rights Act. In addition, should the redistricting plan be challenged, Dr. Lisa Handley will be available to provide expert witness testimony on these subjects.

Attachment:

**Lisa R. Handley**  
CURRICULUM VITAE

**Professional Experience**

Dr. Handley has over twenty-five years of experience in the areas of redistricting and voting rights, both as a practitioner and an academician, and is recognized nationally (as well as internationally) as an expert on these subjects. She has advised numerous jurisdictions and other clients on redistricting and has served as an expert in dozens of redistricting and voting rights court cases. Her clients have included the U.S. Department of Justice and scores of state and local jurisdictions, as well as redistricting commissions and civil rights organizations. Internationally, Dr. Handley has provided electoral assistance in more than a dozen countries, serving as a consultant on issues of democratic governance – including voting rights, electoral system design, electoral boundary delimitation (redistricting) and electoral dispute resolution – for the United Nations, the United Nations Development Fund (UNDP), IFES, and International IDEA.

Dr. Handley has been actively involved in research, writing and teaching on the subjects of voting rights and redistricting. She has written a book, Minority Representation and the Quest for Voting Equality (Cambridge University Press, 1992) and numerous articles, as well as edited a volume (Redistricting in Comparative Perspective, Oxford University Press, 2008) on these subjects. She has taught political science and methodology courses at several universities, most recently George Washington University. She holds a Ph.D. in political science from George Washington University.

Dr. Handley is the President of Frontier International Consulting, a consulting firm that specializes in redistricting. She also serves as an independent election consultant for such international organizations as the United Nations.

**Education**

Ph.D. The George Washington University, Political Science, 1991

**Present Employment**

**President**, Frontier International Electoral Consulting LLC (since co-founding company in September of 1998). Frontier IEC provides consulting services to election officials worldwide. The company advises on election administration generally and specializes in voting rights and redistricting. In addition, Frontier IEC conducts election-related research and statistical analyses and offers tools for measuring voting patterns and evaluating redistricting plans. The company has offices in Washington D.C. and Germany.

### **U.S. Clients since 2000**

US Department of Justice (expert witness testimony in several Section 2 cases)

Alaska: Alaska Redistricting Board (redistricting consultation, expert witness testimony)

Arizona: Arizona Independent Redistricting Board (redistricting consultation, expert witness testimony)

Colorado: Colorado Redistricting Board (redistricting consultation)

Connecticut: State Senate and State House of Representatives (redistricting consultation)

Florida: State Senate (redistricting consultation)

Illinois: State Senate (redistricting litigation consultation)

Kansas: State Senate and House Legislative Services (redistricting consultation)

Louisiana: Louisiana Legislative Black Caucus (redistricting litigation support, expert witness testimony)

Massachusetts: State Senate (redistricting consultation)

Maryland: Attorney General (redistricting consultation, expert witness testimony)

Miami-Dade County, Florida: County Attorney (redistricting consultation)

Nassau County, New York: Redistricting Commission (redistricting consulting)

New Mexico: State House of Representatives (redistricting consultation, expert witness testimony)

New York: State Assembly (redistricting consultation)

New York City: Redistricting Commission and Charter Commission (redistricting consultation and Section 5 submission assistance)

New York State Court: Expert to the Special Master (drew congressional lines for state court)

Ohio: State Democratic Party (redistricting litigation support, expert witness testimony)

Pennsylvania: Senate Democratic Caucus (redistricting consultation)

Rhode Island: State Senate and State House of Representatives (litigation support, expert witness testimony)

Texas: Lieutenant Governor (redistricting litigation/expert witness testimony)

## Previous Employment

### ***Project Coordinator and Lead Writer on Boundary Delimitation,***

Administration and Cost of Elections (ACE) Project. As Project Coordinator (1998 – 2000) of the ACE Project, Dr. Handley served as a liaison between the three partner international organizations – the United Nations, the International Foundation for Election Systems, and International IDEA – and was responsible for the overall project management of ACE, a web-based global encyclopedia of election administration. She also served as Lead Writer on Boundary Delimitation (since September 1997) and was responsible for writing the text on comparative redistricting for ACE.

***Research Director and Statistical Analyst,*** Election Data Services, Inc. (1984 to 1998). Election Data Services (E.D.S.) is a Washington D.C. political consulting firm specialising in election administration. Dr. Handley's work at E.D.S. focused on providing redistricting and voting rights consulting and litigation support to scores of state and local jurisdictions. In addition, she served as an expert witness in dozens of voting rights cases.

***Assistant or Adjunct Professor*** (1986 to 1998). Dr. Handley has taught political science and methodology courses (both at the graduate and undergraduate level) at George Washington University, the University of Virginia, and the University of California at Irvine. She is a regular guest lecturer at universities including Harvard, Princeton, Georgetown, American University, George Mason University and Oxford Brookes University in the UK.

## Grants

***National Science Foundation Grant*** (2000-2001): Co-investigator (with Bernard Grofman) on a comparative redistricting project, which included hosting an international conference on "Redistricting in a Comparative Perspective" and producing an edited volume based on the papers presented at the conference.

## Publications

### ***Books:***

Redistricting in Comparative Perspective, Oxford University Press, 2008 (first editor, with Bernard Grofman).

Delimitation Equity Project: Resource Guide, Center for Transitional and Post-Conflict Governance at IFES and USAID publication, 2006 (lead author).

Minority Representation and the Quest for Voting Equality, Cambridge University Press, 1992 (with Bernard Grofman and Richard Niemi).

***Electronic Publication:***

"Boundary Delimitation" Topic Area for the Administration and Cost of Elections (ACE) Project, 1998. Published by the ACE Project on the ACE website ([www.aceproject.org](http://www.aceproject.org)).

***Academic Articles:***

"Has the Voting Rights Act Outlived Its usefulness: In a Word, "No," Legislative Studies Quarterly, volume 34 (4), November 2009 (with David Lublin, Thomas Brunell and Bernard Grofman).

"Drawing Effective Minority Districts: A Conceptual Framework and Some Empirical Evidence," North Carolina Law Review, volume 79 (5), June 2001 (with Bernard Grofman and David Lublin).

"A Guide to 2000 Redistricting Tools and Technology" in The Real Y2K Problem: Census 2000 Data and Redistricting Technology, edited by Nathaniel Persily, New York: Brennan Center, 2000.

"1990s Issues in Voting Rights," Mississippi Law Journal, 65 (2), Winter 1995 (with Bernard Grofman).

"Minority Turnout and the Creation of Majority-Minority Districts," American Politics Quarterly, 23 (2), April 1995 (with Kimball Brace, Richard Niemi and Harold Stanley).

"Identifying and Remediating Racial Gerrymandering," Journal of Law and Politics, 8 (2), Winter 1992 (with Bernard Grofman).

"The Impact of the Voting Rights Act on Minority Representation in Southern State Legislatures," Legislative Studies Quarterly, 16 (1), February 1991 (with Bernard Grofman).

"Minority Population Proportion and Black and Hispanic Congressional Success in the 1970s and 1980s," American Politics Quarterly, 17 (4), October 1989 (with Bernard Grofman).

"Black Representation: Making Sense of Electoral Geography at Different Levels of Government," Legislative Studies Quarterly, 14 (2), May 1989 (with Bernard Grofman).

"Minority Voting Equality: The 65 Percent Rule in Theory and Practice," Law and Policy, 10 (1), January 1988 (with Kimball Brace, Bernard Grofman and Richard Niemi).

"Does Redistricting Aimed to Help Blacks Necessarily Help Republicans?" Journal of Politics, 49 (1), February 1987 (with Kimball Brace and Bernard Grofman).

***Chapters in Edited Volumes:***

"Drawing Effective Minority Districts: A Conceptual Model," in Voting Rights and Minority Representation, edited by David Bositis, published by the Joint Center for Political and Economic Studies, Washington DC, and University Press of America, New York, 2006.

"Electing Minority-Preferred Candidates to Legislative Office: The Relationship Between Minority Percentages in Districts and the Election of Minority-Preferred Candidates," in Race and Redistricting in the 1990s, edited by Bernard Grofman; New York: Agathon Press, 1998 (with Bernard Grofman and Wayne Arden).

"Estimating the Impact of Voting-Rights-Related Districting on Democratic Strength in the U.S. House of Representatives," in Race and Redistricting in the 1990s, edited by Bernard Grofman; New York: Agathon Press, 1998 (with Bernard Grofman).

"Voting Rights in the 1990s: An Overview," in Race and Redistricting in the 1990s, edited by Bernard Grofman; New York: Agathon Press, 1998 (with Bernard Grofman and Wayne Arden).

"Racial Context, the 1968 Wallace Vote and Southern Presidential Dealignment: Evidence from North Carolina and Elsewhere," in Spatial and Contextual Models in Political Research, edited by Munroe Eagles; Taylor and Francis Publishing Co., 1995 (with Bernard Grofman).

"The Impact of the Voting Rights Act on Minority Representation: Black Officeholding in Southern State Legislatures and Congressional Delegations," in The Quiet Revolution: The Impact of the Voting Rights Act in the South, 1965-1990, eds. Chandler Davidson and Bernard Grofman, Princeton University Press, 1994 (with Bernard Grofman).

"Preconditions for Black and Hispanic Congressional Success," in United States Electoral Systems: Their Impact on Women and Minorities, eds. Wilma Rule and Joseph Zimmerman, Greenwood Press, 1992 (with Bernard Grofman).

***Additional Articles of Note:***

Amicus brief presented to the US Supreme Court in Bartlett v. Strickland, 2008 (with Nathaniel Persily, Bernard Grofman, Bruce Cain, and Theodore Arrington).

"The Delimitation of Electoral Boundaries in Post-Conflict Societies," IFES, 2006. IFES White Paper funded by USAID.

"Challenging the Norms and Standards of Election Administration: Boundary Delimitation," IFES, 2007. IFES White Paper funded by USAID.

**Court Cases**

*Dr. Handley has served as a consultant and/or expert witness in the following cases:*

U.S. v. Euclid City School Board (2008-9) – City of Euclid, Ohio at-large school board

U.S. v. City of Euclid (2006-7) – City of Euclid, Ohio council districts

U.S. v. Village of Port Chester (2006-7) – Village of Port Chester Trustee elections

Louisiana House of Representatives v. Ashcroft (2002) – Louisiana state house plan

Metts v. Senate Majority Leader William Irons (2002) – Rhode Island state senate plan

Parker v. Taft (2002) – Ohio reapportionment plans (state senate and state house)

Arrington v. Baumgart (2002) – Wisconsin state legislative plans

In the Matter of Legislative Districting of the State of Maryland (2002) – state court consideration of the Maryland legislative redistricting plans

In RE the Matter of Legislative Districting of the State of Illinois (2002) – state court consideration of the Illinois state legislative redistricting plans

Arizona Minority Coalition for Fair Redistricting v. Arizona Independent Redistricting Commission (2002) – Arizona state legislative districts

In RE 2001 Redistricting Cases v. Redistricting Board (2002) – Alaska state legislative plans

Jepsen v. Vigil-Giron (2002) – New Mexico congressional and state house plans

Balderas v. State of Texas (2001) – Texas congressional, state senate and state house plans (federal court)

Del Rio v. Perry and Cotera v. Perry (2001) – Texas congressional districts (state court)

Donald Moon v. Donald Beyer (1996) – challenge to the third congressional district in Virginia

National Coalition on Black Voter Participation v. Glendening (1996) – challenge to Maryland's implementation of the National Voter Registration Act

Johnson v. Mortham (1996) – Florida congressional districts

Republican Party of Alaska v. Coghill (1996) – challenge to change in the Alaska Republican primary process

Akhiygak v. City of Barrow (1995) – challenge to Barrow, Alaska referendum result

Dansereau v. Coghill (1995) – Alaska vote fraud suit challenging 1994 gubernatorial contest

Scott v. U.S. Department of Justice (1995) – Florida state senate districts

Victor Diaz v. City of Miami Beach (1995) – challenge to Miami Beach at-large elections for city commission

Hays v. State of Louisiana (1994) – challenge to the fourth congressional district in Louisiana

Vera v. Richards (1994) – Texas Congressional districts

Johnson v. Miller (1994) – Georgia Congressional districts

Sinkfield v. Bennett (1993) – Alabama Congressional districts

Maryland for Fair Representation v. Schaefer (1993) – Maryland State Legislative districts

Torres v. Cuomo (1993) – New York Congressional districts

Barnett v. Daley / Bonilla v. Chicago City Council (1992-4) -- Chicago City Council wards

Vecinos de Barrio Uno v. City of Holyoke (1993) -- Holyoke, Massachusetts, City Council districts

Gonzalez v. Monterey County, California (1992) -- Monterey County, California, Board of Supervisors

Phillip Langsdon v. Milsaps (1992) -- Tennessee State Legislative districts

The Fund for Accurate and Informed Representation v. Weprin (1992) -- New York State Assembly districts

DeGrandy v. Wetherell (1992) -- Florida State Legislative and Congressional districts

Nash v. Blunt (1992) -- Missouri State House districts

Smith v. Board of Supervisors of Brunswick County, Virginia (1992) -- Brunswick County, Virginia, Board of Supervisors districts

Black Political Task Force v. Connolly (1992) -- Massachusetts General Assembly redistricting

Mellow v. Mitchell / Nerch v. Mellow (1992) -- Pennsylvania Congressional districts

Quilter v. Voinovich (1992) -- Ohio State House and Senate districts

LaPaille v. Illinois Legislative Redistricting Commission (1992) -- Illinois State Legislative districts

People of the State of Illinois ex. rel. Burris v. Ryan (1991-92) -- Illinois State House districts

Jamerson et al. v. Womack (1992) -- Virginia State Senate districts

Good v. Austin (1991-92) -- Michigan Congressional districts

Neff v. Austin (1991-92) -- Michigan State Senate and State House districts

Terrazas v. Slagle (1991) -- Texas State Legislative districts

Mena v. Richards (1991) -- Texas State Legislative districts

Republican Party of Virginia et al. v. Wilder (1991) -- Virginia General Assembly districts

Williams v. State Board of Elections (1989) -- Cook County, Illinois, Judicial Election districts

Brown v. Board of Commissioners of Chattanooga, Tenn. (1988-89) -- Chattanooga, Tennessee, City Commission districts

The 5th Ward Precinct 1A Coalition and Progressive Association v. Jefferson Parish School Board (1988) -- Jefferson Parish, Louisiana, School Board districts

East Jefferson Parish Coalition for Leadership and Development v. Jefferson Parish (1987-88) -- Jefferson Parish, Louisiana, Parish Council districts

Roberts v. Wamser (1987-88) -- St. Louis, Missouri, voting equipment

Buckanaga v. Sisseton Independent School District (1987-88) -- Sisseton County, South Dakota, School Board districts

Griffin v. City of Providence (1986-87) -- Providence, Rhode Island, City Council districts

U.S. v. City of Los Angeles (1986) -- Los Angeles City Council districts

Latino Political Action Committee v. City of Boston (1984-85) -- Boston City Council districts

Ketchum v. Byrne (1984-85) -- Chicago City Council districts

South Carolina v. U.S. (1984) -- South Carolina State Senate districts

### References

**Dr. Peyton McCrary**, Voting Rights Section, Civil Rights Division, US Department of Justice, 950 Pennsylvania Ave., N.W., Washington, DC 20530; phone: (202) 307-6263; email: [Peyton.McCrary@usdoj.gov](mailto:Peyton.McCrary@usdoj.gov).

**Mr. Spencer Fisher**, New York City Law Department, 100 Church Street, New York, NY 10007; phone (212) 788-1083; email: [SFisher@nyc.law.gov](mailto:SFisher@nyc.law.gov).

**Mr. Jose de Jesus Rivera**, Haralson, Miller, Pitt, Feldman & McAnally, 2800 North Central Suite 840, Phoenix, Arizona 85004; phone (602) 266-5557, email: [JRivera@hmpmlaw.com](mailto:JRivera@hmpmlaw.com)

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b> Lisa Handley, President, Frontier Electoral Consulting		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> 299-58-3753		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b> Name: Lisa Handley Title: President		
<b>MAILING ADDRESS:</b> Street Address: 11821 Milbern Drive Potomac, MD 20854 City, State, Zip:		
<b>TELEPHONE:</b> (301) 221.2070	<b>FAX:</b> (301) 765-5024	<b>E-MAIL ADDRESS:</b> lrhandley@aol.com
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership    x <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain):		
<b>IF CORPORATION:</b> Date Incorporated/Organized: _____ State Incorporated/Organized: _____ States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b> Redistricting, voting analysis and serving as an expert witness in judicial proceedings		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>  Not Applicable		
<b>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:</b> A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission. <input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
<b>CRIMINAL CONVICTION DISCLOSURE:</b> Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County. <input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>  The undersigned hereby certifies that this proposal is submitted in response to this solicitation.  <b>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.</b>  Signed By: _____ Date: <u>04/19/2011</u> Print Name: <u>Lisa Handley</u> Title: <u>President</u>		

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: COUNTY COMMISSION REDISTRICTING Project No.: RFQ 777

(2) Department:

(3) Proposer's Name: Lisa Handley, President, Frontier International Electoral Consulting

Address: 11821 Milbern Drive, Potomac, MD Zip: 20854

Business Telephone: (301) 765.5024

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. Row 1: Lisa Handley, President, Self, 301.765.5024

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: Title: PRES. STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this by Lisa Handley, President, Frontier International Electoral Consulting, who is personally known to me or who has produced as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank)

(Serial Number, if any)

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated \_\_\_\_\_, 201\_\_

Addendum #2, Dated \_\_\_\_\_, 201\_\_

Addendum #3, Dated \_\_\_\_\_, 201\_\_

Addendum #4, Dated \_\_\_\_\_, 201\_\_

Addendum #5, Dated \_\_\_\_\_, 201\_\_

Addendum #6, Dated \_\_\_\_\_, 201\_\_

Addendum #7, Dated \_\_\_\_\_, 201\_\_

Addendum #8, Dated \_\_\_\_\_, 201\_\_

Addendum #9, Dated \_\_\_\_\_, 201\_\_

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: 04/14/2011

Print Name: Lisa Handley Title: President

Firm Name: Frontier International Electoral Consulting, LLC

Form A-4

**LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

- 1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

**Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)**

- 2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

**Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address:**

- 3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by \_\_\_\_\_

---



---



---



---



---



---



---



---



---



---

**Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.**

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number:

Firm Name:

Address:

City/State/Zip:

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: \_\_\_\_\_

Print Name: Title:

Date:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_  
(Date)

by \_\_\_\_\_ He/She is personally known to me or has  
(Affiant)  
presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

**FORM A-5  
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer Lisa Handley

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Dr. Lisa R. Handley		Racial Bloc Voting Analysis and expertise in compliance of plans with the 1965 Voting Rights Act.	F	W
Dr. Rudolph Wilson		Construction of Plans conforming with redistricting requirements.	M	B
James B. Smith III		IT Technician	M	W
Olmedillo x5, Inc	Guillermo Olmedillo	Coordinator	M	H
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

**I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.**

Lisa Handley 04/19/2011

Signature of Proposer's Authorized Representative Print Name Print Title Date

(Duplicate if additional space is needed)  
Form A-5(new 5/7/99)

**FAIR SUBCONTRACTING POLICIES  
(Section 2-8.8 of the Miami-Dade County Code)**

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Proposer will not award any subcontracts.

\_\_\_\_\_  
I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

Title: PRESIDENT Date: 04/14/2011

Firm Name: \_\_\_\_\_

Form B-1  
Price Proposal Schedule

**GENERAL:**

The pricing evaluation is used as part of the evaluation process to determine recommended Proposer(s). The Redistricting Subcommittee will evaluate each Proposer's lump sum offer to complete the work outlined in the Scope of Services, and the hourly fee proposed for performing services included as "Additional Services".

**INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks and make no other marks. The proposer is required to provide a breakdown of its proposed lump sum price, as outlined on this Form B-1.

Please indicate the total proposed price to provide the services described  
\$ 45,000.00

           in Section 2.0, except the "Additional Services."

Proposer's Price

Using a separate sheet, provide a breakdown of the proposed price. Indicate the personnel that will complete tasks and activities related to the Scope Of Services, the number of hours the individual(s) will devoted to a specific task or activity, and the cost incurred that goes into the total proposed price. Additionally, please indicate materials and equipment costs, overhead, and any miscellaneous cost items that will be used to perform the Scope Of Services which is included in the total proposed price. The breakdown costs should equal the total proposed price.

**Note:**

After award, the County and Selected Propose(s) will develop a mutually agreeable Progress Payment Schedule. The negotiated Price will be paid via milestone payments to the Selected Proposer(s) based on the completion of certain work identified in the Progress Payment Schedule.

Please indicate the hourly rate and classification of individuals that would perform work under the "Additional Services" category (see section 2.0 of the RFQ).

Expert Testimony: Racial Bloc Analysis and Redistricting \$ 400.00 per/hr.  
Classification

Technical Services: \_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

\_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

\_\_\_\_\_ \$ \_\_\_\_\_ per/hr.  
Classification

Please use separate sheet if necessary:

Proposer: Frontier International Electoral Consulting

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

Print Name & Title: Lisa R. Handley, President

**Note:** Proposer must submit documentation which authorizes signature, and authority to bid the entity to the price quoted.



## GUILLERMO OLMEDILLO

1450 Madruga Avenue, Suite 407  
Coral Gables, Florida 33146  
Voice: 786-252-0381 or 305-668 9878  
Facsimile: 305-668 9891  
Electronic: [guillermo@olmedillox5.com](mailto:guillermo@olmedillox5.com)

### PROFESSIONAL EXPERIENCE

#### **01/01/01 TO PRESENT.** Land Use, Planning and Zoning Consultant

##### Relevant Projects:

- Coordination of Political Redistricting for Miami-Dade County. This project involved the coordination of 13 County Commissioners, community public meetings and all public hearings required by law to achieve the decennial redistricting of Miami-Dade County.
- Sole consultant for the preparation of the Finding of Necessity for two applications for CRA expansions. City of Miami Community Redevelopment Agency.
- Consultant for attorneys and property owners attempting to obtain development entitlements from different municipalities in Miami-Dade County.
- Land use and zoning expert in two legal cases for the Village of Key Biscayne.
- Land use and zoning expert for property owners in more than 15 legal cases.

**1992 – 2001** Director of the Departments of Planning and Zoning,; Building Planning and Zoning; and Planning for Miami-Dade County. During this period of time, the County modified the structure of the development review departments to manage the annual flow of 150,000 building permits, 450,000 building and zoning inspections and 40 public hearings; to review and manage the Comprehensive Plan; and to manage the platting process. The duties of the position were:

- Production and management of the Comprehensive Development Master Plan for Miami-Dade County, including its Capital Improvements Element. (Population 2.25 million). Management of the Planning Zoning functions of the Department.
- Responsibility for all recommendations on land use and zoning issues before all County boards.
- Management of the Planning, Building, Zoning, Platting and Code Enforcement functions of Miami-Dade County. (500 employees).
- Recommendations to the Board of County Commissioners on Incorporation and annexation applications.

**1985 – 1992** Deputy Director of the Department of Planning, Building and Zoning and Chief of the Zoning and Neighborhood Planning Divisions City of Miami. The duties of the position were:

- Production and management of the Miami Comprehensive Neighborhood for the City of Miami, (Population 385,000).
- Responsibility for all recommendations on land use and zoning issues before the City boards.
- Responsibility for review and management of all neighborhood studies for the City of Miami.

**1977 – 1985** Developer and Project manager in Venezuela.

- o Developer, Project Manager and Architect for two residential projects, totaling 740 dwelling units, in partnership with Samuel M. Beraja. Caracas, Venezuela.
- o Member of the Board of Directors of Banco de Los Llanos, regional bank, Caracas, Venezuela.
- o Advisor to the Board of Directors Crenca, Sociedad Financiera, Venezuelan mortgage bank.

**1976 – 1977** Division Chief of Urban Projects Division, Fondo Nacional de Desarrollo Urbano, (Venezuelan Public Sector financial institution which funded low and middle income housing projects). The duties of the position were:

- o Coordination of all private sector residential projects that were receiving financial incentives from the National Government.
- o Senior Advisor to the Director of Urban Planning, Caracas, Venezuela.

**1969 – 1976** Chief of Planning for the Capital Region, Caracas, Venezuela. The duties of the position were:

- o Management of the urban development for all cities and towns in the Capital Region.

**1968 – 1969** Architect for Sentab (Swedish Development Corporation), Caracas.

#### **CERTIFICATIONS**

**1993** American Institute of Certified Planners.

**1977** National professional architectural registration, Caracas, Venezuela.

#### **EDUCATION**

**1975** Urban and Regional Planning Diploma, CENDES, Caracas, Venezuela.

**1973 – 1974** Urban and Regional Planning Fellowship, Massachusetts Institute of Technology (MIT).

**1968** Bachelor of Architecture degree, University of Miami. Coral Gables, Florida.

**Lisa R. Handley**  
**CURRICULUM VITAE**

Email: lrhandley@aol.com  
Telephone: ++1.301.765.5024

Address: 11821 Milbern Drive  
Potomac MD 20854 USA

**Professional Experience**

Dr. Handley has over twenty-five years of experience in the areas of redistricting and voting rights, both as a practitioner and an academician, and is recognized nationally (as well as internationally) as an expert on these subjects. She has advised numerous jurisdictions and other clients on redistricting and has served as an expert in dozens of redistricting and voting rights court cases. Her clients have included the U.S. Department of Justice and scores of state and local jurisdictions, as well as redistricting commissions and civil rights organizations. Internationally, Dr. Handley has provided electoral assistance in more than a dozen countries, serving as a consultant on issues of democratic governance – including voting rights, electoral system design, electoral boundary delimitation (redistricting) and electoral dispute resolution – for the United Nations, the United Nations Development Fund (UNDP), IFES, and International IDEA.

Dr. Handley has been actively involved in research, writing and teaching on the subjects of voting rights and redistricting. She has written a book, Minority Representation and the Quest for Voting Equality (Cambridge University Press, 1992) and numerous articles, as well as edited a volume (Redistricting in Comparative Perspective, Oxford University Press, 2008) on these subjects. She has taught political science and methodology courses at several universities, most recently George Washington University. She holds a Ph.D. in political science from George Washington University.

Dr. Handley is the President of Frontier International Consulting, a consulting firm that specializes in redistricting. She also serves as an independent election consultant for such international organizations as the United Nations.

**Education**

Ph.D. The George Washington University, Political Science, 1991

**Present Employment**

**President**, Frontier International Electoral Consulting LLC (since co-founding company in September of 1998). Frontier IEC provides consulting services to election officials worldwide. The company advises on election administration generally and specializes in voting rights and redistricting. In addition, Frontier IEC conducts election-related research and statistical analyses and offers tools for measuring voting patterns and evaluating redistricting plans. The company has offices in Washington D.C. and Germany.

## U.S. Clients since 2000

- US Department of Justice (expert witness testimony in several Section 2 cases)
- Alaska: Alaska Redistricting Board (redistricting consultation, expert witness testimony)
- Arizona: Arizona Independent Redistricting Board (redistricting consultation, expert witness testimony)
- Colorado: Colorado Redistricting Board (redistricting consultation)
- Connecticut: State Senate and State House of Representatives (redistricting consultation)
- Florida: State Senate (redistricting consultation)
- Illinois: State Senate (redistricting litigation consultation)
- Kansas: State Senate and House Legislative Services (redistricting consultation)
- Louisiana: Louisiana Legislative Black Caucus (redistricting litigation support, expert witness testimony)
- Massachusetts: State Senate (redistricting consultation)
- Maryland: Attorney General (redistricting consultation, expert witness testimony)
- Miami-Dade County, Florida: County Attorney (redistricting consultation)
- Nassau County, New York: Redistricting Commission (redistricting consulting)
- New Mexico: State House of Representatives (redistricting consultation, expert witness testimony)
- New York: State Assembly (redistricting consultation)
- New York City: Redistricting Commission and Charter Commission (redistricting consultation and Section 5 submission assistance)
- New York State Court: Expert to the Special Master (drew congressional lines for state court)
- Ohio: State Democratic Party (redistricting litigation support, expert witness testimony)
- Pennsylvania: Senate Democratic Caucus (redistricting consultation)
- Rhode Island: State Senate and State House of Representatives (litigation support, expert witness testimony)
- Texas: Lieutenant Governor (redistricting litigation/expert witness testimony)
- Vermont: Secretary of State (redistricting consultation)
- Wisconsin: State Senate (redistricting litigation consultation)

## International Clients (since 2000)

### United Nations

- Bangladesh (UNDP) – redistricting expert
- Sierra Leone (UNDP) – redistricting expert
- Liberia (UNMIL) – redistricting expert
- Democratic Republic of the Congo (MONUC) – election feasibility mission, electoral system design and redistricting
- Lead Writer on the topic of boundary delimitation (redistricting) for ACE (Administration and Cost of Elections Project)

### International Foundation for Election Systems (IFES)

- Afghanistan – district delimitation expert
- Sudan – redistricting expert
- Kosovo – electoral system design and redistricting expert
- Nigeria – redistricting expert
- Georgia – electoral system design and district delimitation expert
- Yemen – redistricting expert
- Lebanon – electoral district delimitation expert
- Principal consultant for the Delimitation Equity Project – conducted research, wrote reference manual and developed training curriculum
- Writer on electoral boundary delimitation (redistricting) for the Elections Standards Project
- Training – developed training curriculum and conducted training workshops on electoral boundary delimitation (redistricting) in Azerbaijan and Jamaica

### International Institute for Democracy and Electoral Assistance (International IDEA):

- Consultant on electoral dispute resolution systems
- Technology consultant on use of GIS for electoral district delimitation
- Training – developed training material and conducted training workshop on electoral boundary delimitation (redistricting) for African election officials (Mauritius)
- Curriculum development – boundary delimitation (redistricting) curriculum for the Bridge Project
- Project coordinator for the ACE project

Other international clients have included the Australian Election Commission and the Boundary Commission of British Columbia, Canada.

## Previous Employment

*Project Coordinator and Lead Writer on Boundary Delimitation, Administration and Cost of Elections (ACE) Project.* As Project Coordinator (1998 – 2000) of the ACE Project, Dr. Handley served as a liaison between the three partner international organizations – the United Nations, the International Foundation for Election Systems, and International IDEA –

and was responsible for the overall project management of ACE, a web-based global encyclopedia of election administration. She also served as Lead Writer on Boundary Delimitation (since September 1997) and was responsible for writing the text on comparative redistricting for ACE.

**Research Director and Statistical Analyst**, Election Data Services, Inc. (1984 to 1998). Election Data Services (E.D.S.) is a Washington D.C. political consulting firm specialising in election administration. Dr. Handley's work at E.D.S. focused on providing redistricting and voting rights consulting and litigation support to scores of state and local jurisdictions. In addition, she served as an expert witness in dozens of voting rights cases.

**Assistant or Adjunct Professor** (1986 to 1998). Dr. Handley has taught political science and methodology courses (both at the graduate and undergraduate level) at George Washington University, the University of Virginia, and the University of California at Irvine. She has served as a guest lecture at Harvard, Princeton, Georgetown, American University, George Mason University and Oxford Brookes University in the UK.

#### Grants

**National Science Foundation Grant** (2000-2001): Co-investigator (with Bernard Grofman) on a comparative redistricting project, which included hosting an international conference on "Redistricting in a Comparative Perspective" and producing an edited volume based on the papers presented at the conference.

#### Publications

##### **Books:**

Comparative Redistricting in Perspective, Oxford University Press, 2008 (first editor, with Bernard Grofman).

Delimitation Equity Project: Resource Guide, Center for Transitional and Post-Conflict Governance at IFES and USAID publication, 2006 (lead author).

Minority Representation and the Quest for Voting Equality, Cambridge University Press, 1992 (with Bernard Grofman and Richard Niemi).

##### **Electronic Publication:**

"Boundary Delimitation" Topic Area for the Administration and Cost of Elections (ACE) Project, 1998. Published by the ACE Project on the ACE website ([www.aceproject.org](http://www.aceproject.org)).

**Academic Articles:**

"Has the Voting Rights Act Outlived Its usefulness: In a Word, "No," Legislative Studies Quarterly, volume 34 (4), November 2009 (with David Lublin, Thomas Brunell and Bernard Grofman).

"Drawing Effective Minority Districts: A Conceptual Framework and Some Empirical Evidence," North Carolina Law Review, volume 79 (5), June 2001 (with Bernard Grofman and David Lublin).

"A Guide to 2000 Redistricting Tools and Technology" in The Real Y2K Problem: Census 2000 Data and Redistricting Technology, edited by Nathaniel Persily, New York: Brennan Center, 2000.

"1990s Issues in Voting Rights," Mississippi Law Journal, 65 (2), Winter 1995 (with Bernard Grofman).

"Minority Turnout and the Creation of Majority-Minority Districts," American Politics Quarterly, 23 (2), April 1995 (with Kimball Brace, Richard Niemi and Harold Stanley).

"Identifying and Remediating Racial Gerrymandering," Journal of Law and Politics, 8 (2), Winter 1992 (with Bernard Grofman).

"The Impact of the Voting Rights Act on Minority Representation in Southern State Legislatures," Legislative Studies Quarterly, 16 (1), February 1991 (with Bernard Grofman).

"Minority Population Proportion and Black and Hispanic Congressional Success in the 1970s and 1980s," American Politics Quarterly, 17 (4), October 1989 (with Bernard Grofman).

"Black Representation: Making Sense of Electoral Geography at Different Levels of Government," Legislative Studies Quarterly, 14 (2), May 1989 (with Bernard Grofman).

"Minority Voting Equality: The 65 Percent Rule in Theory and Practice," Law and Policy, 10 (1), January 1988 (with Kimball Brace, Bernard Grofman and Richard Niemi).

"Does Redistricting Aimed to Help Blacks Necessarily Help Republicans?" Journal of Politics, 49 (1), February 1987 (with Kimball Brace and Bernard Grofman).

**Chapters in Edited Volumes:**

"Drawing Effective Minority Districts: A Conceptual Model," in Voting Rights and Minority Representation, edited by David Bositis, published by the Joint Center for Political and Economic Studies, Washington DC, and University Press of America, New York, 2006.

"Electing Minority-Preferred Candidates to Legislative Office: The Relationship Between Minority Percentages in Districts and the Election of Minority-Preferred Candidates," in Race and Redistricting in the 1990s, edited by Bernard Grofman; New York: Agathon Press, 1998 (with Bernard Grofman and Wayne Arden).

"Estimating the Impact of Voting-Rights-Related Districting on Democratic Strength in the U.S. House of Representatives," in Race and Redistricting in the 1990s, edited by Bernard Grofman; New York: Agathon Press, 1998 (with Bernard Grofman).

"Voting Rights in the 1990s: An Overview," in Race and Redistricting in the 1990s, edited by Bernard Grofman; New York: Agathon Press, 1998 (with Bernard Grofman and Wayne Arden).

"Racial Context, the 1968 Wallace Vote and Southern Presidential Dealignment: Evidence from North Carolina and Elsewhere," in Spatial and Contextual Models in Political Research, edited by Munroe Eagles; Taylor and Francis Publishing Co., 1995 (with Bernard Grofman).

"The Impact of the Voting Rights Act on Minority Representation: Black Officeholding in Southern State Legislatures and Congressional Delegations," in The Quiet Revolution: The Impact of the Voting Rights Act in the South, 1965-1990, eds. Chandler Davidson and Bernard Grofman, Princeton University Press, 1994 (with Bernard Grofman).

"Preconditions for Black and Hispanic Congressional Success," in United States Electoral Systems: Their Impact on Women and Minorities, eds. Wilma Rule and Joseph Zimmerman, Greenwood Press, 1992 (with Bernard Grofman).

**Additional Articles of Note:**

Amicus brief presented to the US Supreme Court in Bartlett v. Strickland, 2008 (with Nathaniel Persily, Bernard Grofman, Bruce Cain, and Theodore Arrington).

"The Delimitation of Electoral Boundaries in Post-Conflict Societies," IFES, 2006. IFES White Paper funded by USAID.

"Challenging the Norms and Standards of Election Administration: Boundary Delimitation," IFES, 2007. IFES White Paper funded by USAID.

## Court Cases

*Dr. Handley has served as a consultant and/or expert witness in the following cases:*

U.S. v. Euclid City School Board (2008-9) – City of Euclid, Ohio at-large school board

U.S. v. City of Euclid (2006-7) – City of Euclid, Ohio council districts

U.S. v. Village of Port Chester (2006-7) – Village of Port Chester Trustee elections

Louisiana House of Representatives v. Ashcroft (2002) – Louisiana state house plan

Metts v. Senate Majority Leader William Irons (2002) – Rhode Island state senate plan

Parker v. Taft (2002) – Ohio reapportionment plans (state senate and state house)

Arrington v. Baumgart (2002) – Wisconsin state legislative plans

In the Matter of Legislative Districting of the State of Maryland (2002) – state court consideration of the Maryland legislative redistricting plans

In RE the Matter of Legislative Districting of the State of Illinois (2002) – state court consideration of the Illinois state legislative redistricting plans

Arizona Minority Coalition for Fair Redistricting v. Arizona Independent Redistricting Commission (2002) – Arizona state legislative districts

In RE 2001 Redistricting Cases v. Redistricting Board (2002) – Alaska state legislative plans

Jepsen v. Vigil-Giron (2002) – New Mexico congressional and state house plans

Balderas v. State of Texas (2001) – Texas congressional, state senate and state house plans (federal court)

Del Rio v. Perry and Cotera v. Perry (2001) – Texas congressional districts (state court)

Donald Moon v. Donald Beyer (1996) – challenge to the third congressional district in Virginia

National Coalition on Black Voter Participation v. Glendening (1996) – challenge to Maryland's implementation of the National Voter Registration Act

Johnson v. Mortham (1996) – Florida congressional districts

Republican Party of Alaska v. Coghill (1996) – challenge to change in the Alaska Republican primary process

Akhivgak v. City of Barrow (1995) – challenge to Barrow, Alaska referendum result

Dansereau v. Coghil (1995) – Alaska vote fraud suit challenging 1994 gubernatorial contest

Scott v. U.S. Department of Justice (1995) – Florida state senate districts

Victor Diaz v. City of Miami Beach (1995) – challenge to Miami Beach at-large elections for city commission

Hays v. State of Louisiana (1994) – challenge to the fourth congressional district in Louisiana

Vera v. Richards (1994) – Texas Congressional districts

Johnson v. Miller (1994) – Georgia Congressional districts

Sinkfield v. Bennett (1993) – Alabama Congressional districts

Maryland for Fair Representation v. Schaefer (1993) – Maryland State Legislative districts

Torres v. Cuomo (1993) – New York Congressional districts

Barnett v. Daley / Bonilla v. Chicago City Council (1992-4) – Chicago City Council wards

Vecinos de Barrio Uno v. City of Holyoke (1993) – Holyoke, Massachusetts, City Council districts

Gonzalez v. Monterey County, California (1992) – Monterey County, California, Board of Supervisors

Phillip Langsdon v. Milsaps (1992) – Tennessee State Legislative districts

The Fund for Accurate and Informed Representation v. Weprin (1992) – New York State Assembly districts

DeGrandy v. Wetherell (1992) – Florida State Legislative and Congressional districts

Nash v. Blunt (1992) – Missouri State House districts

Smith v. Board of Supervisors of Brunswick County, Virginia (1992) – Brunswick County, Virginia, Board of Supervisors districts

Black Political Task Force v. Connolly (1992) – Massachusetts General Assembly redistricting

Mellow v. Mitchell / Nerch v. Mellow (1992) – Pennsylvania Congressional districts

Quilter v. Voinovich (1992) – Ohio State House and Senate districts

LaPaille v. Illinois Legislative Redistricting Commission (1992) – Illinois State Legislative districts

People of the State of Illinois ex. rel. Burris v. Ryan (1991-92) – Illinois State House districts

Jamerson et al. v. Womack (1992) – Virginia State Senate districts

Good v. Austin (1991-92) – Michigan Congressional districts

Neff v. Austin (1991-92) – Michigan State Senate and State House districts

Terrazas v. Slagle (1991) – Texas State Legislative districts

Mena v. Richards (1991) – Texas State Legislative districts

Republican Party of Virginia et al. v. Wilder (1991) – Virginia General Assembly districts

Williams v. State Board of Elections (1989) – Cook County, Illinois, Judicial Election districts

Brown v. Board of Commissioners of Chattanooga, Tenn. (1988-89) – Chattanooga, Tennessee, City Commission districts

The 5th Ward Precinct 1A Coalition and Progressive Association v. Jefferson Parish School Board (1988) – Jefferson Parish, Louisiana, School Board districts

East Jefferson Parish Coalition for Leadership and Development v. Jefferson Parish (1987-88) – Jefferson Parish, Louisiana, Parish Council districts

Roberts v. Wamser (1987-88) – St. Louis, Missouri, voting equipment

Buckanaga v. Sisseton Independent School District (1987-88) – Sisseton County, South Dakota, School Board districts

Griffin v. City of Providence (1986-87) – Providence, Rhode Island, City Council districts

U.S. v. City of Los Angeles (1986) – Los Angeles City Council districts

Latino Political Action Committee v. City of Boston (1984-85) – Boston City Council districts

Ketchum v. Byrne (1984-85) – Chicago City Council districts

South Carolina v. U.S. (1984) – South Carolina State Senate districts

**Vita  
Of  
RUDOLPH WILSON**

**Address:** 225 A View Avenue  
Norfolk Va. 23503

**Telephone:** (757) 589-8952 (Home)  
(757) 823-9575 (Work)

**Personal Background:** Birthday: May 14, 1949

**Educational Background:**

Bachelor of Arts	Howard University	1973
Masters of Arts	SUNY - Binghamton	1978
Ph.D.	Atlanta University	1986

**Current Occupation:**

1986 to Present	Professor of Political Science, Norfolk State University, Norfolk, VA
1996 to 2007 2009-2011	Chair, Department Political Science Norfolk State University, Norfolk, VA
2007-2008	Professor of Political Science Norfolk State University

**Professional Research Activities:**

1978	Conducted a national, on site survey, of selected cooperatives and rural projects in the U.S., as a special study in research and evaluation analysis, SUNY - Binghamton. Evaluation included projects located in New York, Washington, D.C., Virginia, Ohio, Georgia, Alabama, North Carolina, Louisiana and California.
1978	Participated as interviewer and data analyst in study on redlining and housing development in Oakland, CA. Sponsored by Bell Research Associates, San Francisco, CA
1979	Institute for Education and Research, Berkeley, California. Conducted research on housing and employment conditions in New Orleans. Resources provided by the Institute for Southern Justice, New Orleans, Louisiana.

- 1979 Conducted workshops and training on rural community development and the incorporation of new towns in the U.S., South. Sponsored by The Youth Project, a public foundation, Atlanta, Georgia.
- 1978-80 Served on Board of Advisors for monitoring the Federal National Consumer Cooperative Bank. The monitoring project was conducted by the Conference on Alternative State and Local Policies, Washington, D.C.
- 1984 Deputy Registrar, Voter Registration, City of Norfolk, Virginia.
- 1984-86 Survey and evaluation research, U.S. Forest Service, Southeastern Research Center, Laboratory Station, Research Triangle, and North Carolina.
- 1987 Descriptive research, Norfolk State University, The impact of Land Tenure Systems on Deforestation and Decertification in the West African Sahel: The Case of Northern Nigeria and Southern Niger.
- 1990-95 senior administrator of the Norfolk State University Voting Rights Project. The Project provides computer based analysis, of U.S. Census and electoral databases for the purposes of conducting redistricting and other related voting rights research.
- 1993-94 An analysis on voting in Dade County, Florida and the reconstruction of the county commission. Redrew the current single member's county commission seats as expert witnesses in the Meeks vs. Dade County voting rights case. Redrew the current School Board and Fire Board Districts for Dade County, Florida.
- 1990-2001 Principal organizer of ten (10) voting rights workshops designed to train scholars on the use of computer based techniques for conducting research on voting rights. These workshops were co-sponsored by Norfolk State University and the National Conference of Black Political Scientist and other scholars throughout the U.S...

- 1991- 01      Director, Center for Applied Research and Public Policy, Norfolk State University (The center provides as a public service computer based (GIS) Analysis of Social and Political Demographics for research analysis and reports)
- 2000            Developed a partnership with the U.S. Bureau of Census in the establishment of a Census Information Center (CIC) at Norfolk State University. CIC's provides complete repository of U.S. Census and other federal and state data to local agencies and Communities in selected regions throughout the U.S.
- 2001-11        Assisted in the designed and maintenance of [fairdata2000.com](http://fairdata2000.com) a web based data warehouse on voting and election research and technical resources in the US, see [www.fairdata2000.com](http://www.fairdata2000.com)

**Teaching Experience:**

- 1976-78        Teacher Assistant, SUNY, Binghamton, American Government, Constitutional Law, American Political Parties and Comparative Politics.

**Publications, Papers and Conferences:**

- 1976            Impact - Edited, A series of four publications on the effects of the 1975-76 fiscal crisis in New York on the low income community. Published by the Worker Welfare Research and Advocacy Project, New York, N.Y.
- 1977            Discussant on urban policy panel, reviewed issues on the impact of Federal housing policy at local level. The American Political Science Association Annual Conference, Washington, D.C.
- 1977            An occasional paper entitled, "Some Constraints on Democratic Participation and the Low Income Citizen," Published by the Worker Welfare Research and Advocacy Project, New York, N.Y.
- 1978            Discussant on panel on Cooperatives and Rural Development in the U.S. The Rural Sociological Society, San Francisco, California.
- 1979            Presented paper on "Building Community Organizations in

the Rural U.S. South." Institute for Southern Justice Annual Conference, St. Louis, Missouri.

- 1982 Presented paper on community organizations and citizen participation in public education improvement campaigns. Sponsored by the Center for Third World Organizers, Washington, D.C.
- 1985 An occasional paper entitled, "The Impact of U.S. Forest Policies on Timberland Management in the U.S., South", presented at the Annual Conference of the American Association of Social and Behavioral Scientist, Atlanta, Georgia.
- 1986 An occasional paper entitled, "The Impact of Deforestation and Decertification in the West African Sahel," presented to the Center on International Affairs and Development, Atlanta University, Atlanta, Georgia.
- 1988 An occasional paper entitled, "Redefining Community within the Context of the U.S. Constitution: The Empowerment of Minority Communities through Redistricting". Presented at the 1988 Virginia Assembly on Public Policy.
- 1992 An occasional paper entitled, "The Role of HBCUs and Minority Scholars in Voting Rights Research: The Case of Norfolk State University". Presented at the 23<sup>rd</sup> Annual Meeting, National Conference of Black Political Scientist, Houston, Texas, March 11-14, 1992.
- 1993 An occasional paper entitled, "The Role of Participant Observation Analysis in Measuring Black Electoral Effectiveness: A Case Study of Dade County, Florida.
- 1994 A Demographic Publication entitled "Small Area Population Estimates for the State of Virginia: Age, Sex by County and City for 1992.
- 1995 A descriptive study of Housing and Urban Revitalization in Norfolk, Va. and the Hampton Roads, SMA.
- 1995 A descriptive study on "Ethnic and Racial Differences in Commuting Behavior of Men and Women: A Comparative Analysis of Miami, Kansas City and Detroit, 1980 and 1990.

- 1998 A Comparative Analysis of Profiles on Minority Social Economic status, health and well being of the U.S. Middle Atlantic region.
- 2001 An Analysis of Census 2000 Data on redistricting: A view Multi racial categories and adjusted data using Columbia, S.C. and Sacramento, CA dress rehearsal data.
- 2003 A Comparative Analysis of Social economic factors by Race and Ethnicity for All Counties in the US, Presented to US Bureau of Census, Census Information Centers, Washington DC.
- 2005 A review of Demographic Factors that Influence Racial Health Disparities by County and States. US department of Health and Human Services, Washington, DC.
- 2010 An Analysis of Group Quarters and related Underserved Population Data and their Influence on the 2011 local Redistricting Process

**Works in Progress:**

- Articles: "The Impact of Redistricting on Minority Empowerment in the 1990's: The influence of Communities of Interests (Virginia, North Carolina and Florida as case studies)
- "A Descriptive Study of 1990 -2010U.S. Census Data of Housing and Related Variables on the City of Norfolk, Virginia".

- Book: Racial Minorities Empowerment from 1990- 2010: A Historical Review of the Politics of Redistricting.

## **JAMES BARKER SMITH III**

---

4625 Polciana St #12, Lauderdale By The Sea, FL 33308 • Cell: 305 790 1444 • james@bigassmonkey.com

### **OBJECTIVE**

---

A CTO or CIO position or to serve in an advisory capacity to the Board of Directors of a technology oriented company.

### **WORK HISTORY**

---

#### **Founder**

*800 Pound Gorilla, Inc.*

*Lauderdale By The Sea, FL*

*Feb 2008 to Present*

IT services provider for small to medium sized companies. Primarily focused on financial institutions and "start up" operations that do not require full time IT staff.

Advise clients on technology implementations and provide due diligence of IT systems and software code.

- Details of existing client base to remain confidential due to active non disclosure agreements

#### **Network Administrator**

*Condo.com*

*Miami, FL*

*Jul 2005 to Present*

- Responsible for and advise on all aspects of network
- Responsible for and advise all aspects of phone system
- Responsible for maintenance and upkeep in all data centers
- Responsible for implementation of hardware, software and infrastructure upgrades

#### **MIS Director**

*Swordflow Group*

*Coconut Grove, FL*

*Mar 2005 to Present*

Built, implemented, and currently maintain all aspects of IT infrastructure.

#### **Chief Technology Officer**

*Condo.com*

*Jul 2005 to Mar 2010*

- Built corporate Windows domain to support 90 active users (80 users remote)
- Built data center to escalate from 3,000 website visitors per week to 30,000 visitors per day, currently averaging 15 million unique visitors per month
- Virtualized Legacy systems using Microsoft Hyper-Visor and VM Ware
- Managed all software development personnel
- Managed contract team of developers from FIU High Performace Database Research Department
- Responsible for all system design
- Implemented site wide systems responsible for increasing company revenue to more than \$1.2 million annually
- Implemented SQL Server DB in excess of 1.2 TB containing in excess of 20 million

- property records aggregated from over 40 outside data sources
- Implemented data warehouse that catalogs and indexes 12.8 million images

#### **IT Director**

*FACTC & Variant Research*

*Jul 2004 to Mar 2005*

Both companies owned by the same partners and time was split equally between both entities.

- Managed all aspects of IT and telephone infrastructure
- Managed Windows domains
- Maintained all redundant WAN infrastructure and point to point connections with Operations Centers in NY & NJ.

#### **IT Service Tech**

*J-Lan Technologies*

*Hollywood, FL*

*May 2003 to Jul 2004*

Handled all of the network service contracts for J-Lan

#### **Founder**

*Deep Blue, Ltd*

*Atlanta, GA*

*Sep 1997 to Jan 2003*

Co-location hosting facility in downtown Atlanta containing in excess of 200 racked servers, and 20,000 SF of co-location space with an average WAN utilization of 180+ MB per second. Customer base included, but not limited to the following:

- Major League Baseball
- PGA
- LPGA
- Liberty Records (Garth Brooks and Rascal Flatts)
- Disney
- Arc 21 Records (Diana Krall and Sting)
- Sun Guard
- Playboy
- Coca Cola

#### **SOFTWARE/SYSTEM SKILLS**

---

20 years of experience in multiple Microsoft technologies, Apple OSX Server and Workstation, Cloud Implementations and virtualization of both Windows and Linux operating systems and implementing secure IPSEC infrastructures.

- Windows Server 2000, 2003, 2008
- Windows 3.51, XP, Vista, Windows 7
- WINS, DNS, Certificate Services, IIS6, IIS7
- Microsoft AD Infrastructure
- ArcGIS 10.0
- SQL 6.5, SQL 2000, SQL 2005, SQL 2008
- Exchange 2003, Exchange 2007, Exchange 2010
- Cisco ASA, Cisco Pix, Cisco Routing & Switching, Cisco WI-FI Infrastructure

- Avaya IP Office, Avaya Partner Keyed and Hybrid phone systems
- HTML, minimal .Net, ASP, VB Script
- Heavy experience implementing low voltage wiring infrastructure
- Blackberry BES implementations
- Metro Ethernet and Frame Relay deployment
- Sharepoint Portal Services

## REFERENCES

---

Active client references provided upon request

2B



**BELL DAVID PLANNING GROUP, INC.**  
Navigating Florida's Planning Requirements

Fred Simmons, Jr., CPPO: Senior Procurement Contracting Officer  
111 NW 1st Street, Suite 1300  
Miami, Florida 33128

April 21, 2011

RE: Response to Request for Proposals for Commission Redistricting Consulting Services (RFQ No. 777).

Dear Mr. Simmons:

Bell David Planning Group (BDPG), in association with Allan Lichtman, Ph.D., Tom Bonier, Oliver Kerr, FAICP, and the Corradino Group (TCG), appreciates the opportunity to submit this proposal in response to RFQ No. 777, Commission Redistricting Consulting Services. In selecting a redistricting consulting firm, the County should expect professional excellence, expertise, and a commitment to the delivery of high-quality services and products. The BDPG Team will meet and exceed these expectations, and sincerely appreciates the opportunity to be considered.

Based in North Miami, Bell David Planning Group is a well-regarded consulting firm providing planning, zoning, and consulting services to local government clients throughout the State of Florida. The principals of Bell David Planning Group have 45 years of experience in long range and current planning. We boast a wide range of multi-disciplinary public and private sector experience in a number of areas, including Evaluation and Appraisal Reports, Comprehensive Planning, Land Use, Land Development Regulations, Annexations, Development Application Review, Facilitation, Grantswriting, and Special Planning Studies.

Allan J. Lichtman, PhD., is a recognized national expert in redistricting, voting rights, and civil rights cases. Dr. Lichtman has worked as a consultant or expert witness for both plaintiffs and defendants in more than seventy-five voting, redistricting, and civil rights cases. He has been admitted as an expert witness in voting rights, political history, political systems, socio-economic analysis statistical methodology, and quantitative analysis of data among other matters in more than seventy court cases in which he has presented oral or written testimony. Dr. Lichtman also has extensive experience as a redistricting adviser to

Mr. Fred Simmons, Jr.

April 20, 2011

Page 2

Miami-Dade County and the City of Miami and Miami Beach and other state and local governments. He has made numerous public presentations on redistricting across the nation.

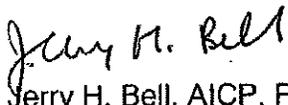
Tom Bonier has 17 years of redistricting experience, ranging from the technical aspects of drawing maps, to the political process of winning support for and eventually enacting district plans. He has drawn maps that were eventually enacted at all levels of representation, from local to congressional districts. Tom's experience also extends to supporting litigation efforts in the defense of redistricting plans he drew.

As Supervisor of the Demographic Unit of Miami-Dade County's Department of Planning & Zoning from 1977 to 2006, Oliver Kerr was responsible for all demographic studies needed for the management of urban growth and development in Miami-Dade County. He acquired and used decennial census and other automated files to provide information needed by decision makers. He integrated the use of vital statistics, property assessment files, and impact fee files into a population growth and urban development monitoring system.

The Corradino Group was established in 1970, and has been providing local government services ever since. With a regional headquarters in Doral, the Corradino Group maintains a strong presence in Miami-Dade County. A multi-disciplinary firm with a 150-person staff, Corradino is adept at handling the myriad of issues faced by local governments as they develop. Offering the services of public involvement/public information, Site Planning, Civil Engineering, Roadway Design, Traffic Engineering, Transportation Planning, Comprehensive Planning, as well as Concurrency Analysis and Determination, and Land Use, the firm has worked on a great variety of similar projects.

The **Bell David Planning Group Team** appreciates the opportunity to express our interest in this contract. As Principal of the firm and Project Manager, I give you my personal commitment that we will go far beyond the call-of-duty to provide outstanding Commission Redistricting Consulting Services. We are committed to serving the needs of the County, and we look forward to working on this important project.

Sincerely,



Jerry H. Bell, AICP, President

Form A-1

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b> Bell David Planning Group		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> 55-0822656		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name: Jerry H. Bell		Title: Principal
<b>MAILING ADDRESS:</b>		
Street Address: 774 NE 126 <sup>th</sup> Street, Suite 1		
City, State, Zip: North Miami, FL 33161		
<b>TELEPHONE:</b> (305) 215-6302	<b>FAX:</b> (305) 675-0507	<b>E-MAIL ADDRESS:</b> jerry@belldavid.com
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain):		
<b>IF CORPORATION:</b>		
Date Incorporated/Organized: February 5, 2003     State Incorporated/Organized: Florida		
States registered in as foreign corporation:		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
Planning and Zoning Consulting		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
Oliver Kerr; Allan Lichtman; Tom Bonier; The Corradino Group		
<b>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:</b>		
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.		
<input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
<b>CRIMINAL CONVICTION DISCLOSURE:</b>		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
<input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>		
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.		
<b>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.</b>		
Signed By: <u>Jerry H. Bell</u>		Date: <u>April 20, 2011</u>
Print Name: <u>Jerry H. Bell</u>		Title: <u>Principal</u>



# Commission Redistricting Consulting Services RFQ No. 777

## TABLE OF CONTENTS

	Page
A. PROPOSER INFORMATION	1
1. Team Performance and Experience	1
2. Comparable Contracts	4
3. Team Organization	13
4. Team Resumes	14
5. Community Outreach	50
6. Redistricting Services	51
B. APPROACH	53

### Forms

A-2 through A-6

B-1



## A. PROPOSER INFORMATION

Bell David Planning Group and our Team members, Allan J. Lichtman, PhD., Tom Bonier, Oliver Kerr, FAICP, and The Corradino Group (The Team), are pleased to submit this proposal in response to Miami-Dade County RFQ No. 777, Commission Redistricting Consultant Services. Our Team provides the strong local knowledge, experience in coordinating large scale public involvement efforts, demographic expertise, and knowledge and experience in redistricting criteria required for a successful redistricting process.

### 1. TEAM PERFORMANCE AND EXPERIENCE

#### **BELL DAVID PLANNING GROUP, INC.**

Based in North Miami, Bell David Planning Group is a well-regarded consulting firm providing planning, zoning, and consulting services to local government clients throughout the State of Florida. The principals of Bell David Planning Group have over forty-five years of experience in long range and current planning. We boast a wide range of multi-disciplinary public and private sector experience in a number of areas, including Evaluation and Appraisal Reports, Comprehensive Planning, Land Use, Land Development Regulations, Annexations, Development Application Review, Facilitation, Grantswriting, and Special Planning Studies.

**Jerry H. Bell, AICP**, is a highly regarded urban planner with extensive comprehensive and land planning experience. He held progressively responsible planning positions with the City of Gainesville, Florida, Miami-Dade County, and Bermello Ajamil & Partners before founding Bell David Planning Group in 2000. Jerry is recognized for his expertise in project management, the preparation of planning documents and studies, coordination of public participation effort and the implementation of the State of Florida's growth management requirements.

**Alex A. David, AICP**, brings expertise acquired over 25 years with Miami-Dade County and Miami-Dade County Public Schools. In addition, he served as the Associate University Campus Planner at the University of Miami. Alex's wealth of relevant urban and town planning and intergovernmental coordination experience enhances our clients' ability to navigate through the bureaucracy of local and state agencies and obtain required data in an expeditious manner. Alex currently serves on the Miami-Dade County MPO Transportation Aesthetics Review Committee, the Miami-Dade County Public Schools Citizens Oversight Committee for Public Schools Facilities Planning. He is also the immediate Past Chair of the Miami-Dade County Planners Technical Committee and former Vice-Chair of the City of Miami Beach's Design Review Board.



**ALLAN LICHTMAN, Ph.D.**

Dr. is a recognized national expert in redistricting, voting rights, and civil rights cases. He has worked as a consultant or expert witness for both plaintiffs and defendants in more than seventy-five voting, redistricting, and civil rights cases. He has been admitted as an expert witness in voting rights, political history, political systems, socio-economic analysis statistical methodology, and quantitative analysis of data among other matters in more than seventy court cases in which he has presented oral or written testimony. His work includes more than a dozen cases for the United States Department of Justice and cases for many civil rights organizations, including the NAACP, the Legal Defense Fund, The Lawyers' Committee for Civil Right Under Law, the Southern Poverty Law Center, the Mexican-American Legal Defense and Education Fund, and the Puerto Rican Legal Defense and Education Fund. He has participated as an expert witness in numerous voting rights cases in the state of Florida, including cases in which he was an expert consultant and witness for Miami-Dade Florida. The U. S. Supreme Court authoritatively cited his statistical work several times in its recent landmark decision on congressional redistricting in Texas, *League of United Latin Am. Citizens (LULAC) v. Perry*, 548 U.S. 399 (2006). Dr. Lichtman also has extensive experience as a redistricting adviser to Miami-Dade County and the City of Miami and Miami Beach and other state and local governments. He has made numerous public presentations on redistricting across the nation.

**TOM BONIER**

Mr. Bonier has 17 years of redistricting experience, ranging from the technical aspects of drawing maps, to the political process of winning support for and eventually enacting district plans. He has drawn maps that were eventually enacted at all levels of representation, from local to congressional districts. Tom's experience also extends to supporting litigation efforts in the defense of redistricting plans he drew.

**OLIVER KERR, FAICP**

As Supervisor of the Demographic Unit of Miami-Dade County's Department of Planning & Zoning from 1977 to 2006, Oliver Kerr was responsible for all demographic studies needed for the management of urban growth and development in Miami-Dade County. He acquired and used decennial census and other automated files to provide information needed by decision makers. He integrated the use of vital statistics, property assessment files, and impact fee files into a population growth and urban development monitoring system.

Since 2006, Oliver has served as a Senior Research Associate for Florida International University's Metropolitan Center in downtown Miami. In 2003 he was selected as a Fellow and Charter Member of the American Institute of Certified Planners.



## **THE CORRADINO GROUP, INC.**

The Company was established in 1970, and has been providing municipal services ever since. With a regional headquarters in Doral, the Corradino Group maintains a strong presence in Miami-Dade County. A multi-disciplinary firm with a 150-person staff, Corradino is adept at handling the myriad of issues faced by cities as they develop. Offering the service of Site Planning Civil Engineering, Roadway Design, Traffic Engineering, Transportation Planning, Comprehensive Planning, as well as Concurrency Analysis and Determination, and Land Use, the firm has worked on a great variety of similar projects.

Interfacing with state and local agencies on behalf of municipalities has become a firm specialty. Over the years Corradino has noticed a tendency of municipalities to approach their interactions with state and local agencies in an adversarial manner. Corradino understands the workings of these agencies, and has been extremely successful in building partnerships and getting projects implemented and approved in a timely manner.

Corradino has gained a reputation as a "Can-Do" firm from its early work in the development of the Metro Rail, and other large scale transit systems across the nation. As the program manager for the Louisville Airport Improvement Program, Corradino led the largest economic development project in the history of the State of Kentucky. Working with the Florida Department of Transportation, Corradino has provided the planning and engineering designs for many of the important roadway and transit project in the County. The US-1 Bus lanes are an example.

Corradino models the future, projects its statistics, and plans for its consequences. Corradino's planners are specialists in: Long-Range Planning; Master Planning; Site Planning; Land Use Development; Corridor Studies; Environmental Impact Assessments; NEPA Documentation; Investment Studies; Traffic Modeling; Travel Surveys; Operations Analysis; and, GIS/Mapping

The Corradino Group will provide technical support in the areas of public participation, mapping and GIS analysis, design and graphics. As a multi-disciplinary firm, Corradino is adept at handling the myriad of issues faced by cities as they develop. Offering the services of site planning, civil engineering, roadway design, traffic engineering, transportation planning, comprehensive planning, and concurrency information, the firm has worked on a great number of planning projects.



## 2. COMPARABLE CONTRACTS

### **CITY OF DELTONA COMMUNITY STRATEGIC PLAN**

Bell David Planning Group and Patricia Bidol Padva, Ph.D. prepared the City's Strategic Plan through an extensive and well-received community outreach and visioning process.

Duration - April 2007 – January 2008  
Reference - Patrice C. Murphy, Assistant to the City Manager  
2345 Providence Blvd.  
Deltona, FL 32725  
(386) 561-2100

### **CITY OF MIAMI EVALUATION AND APPRAISAL REPORT (EAR)**

The Corradino Group/Bell David Planning Group prepared the City of Miami's 2005 Comprehensive Plan Evaluation and Appraisal Report. The EAR was adopted by the City and found sufficient by the Florida Department of Community Affairs. The State recognized the City for its EAR public involvement processes

Duration - March 2004 – December 2005  
Reference - Harold Ruck, Comprehensive Planning Chief  
City of Miami  
Department of Planning & Zoning  
444 SW 2<sup>nd</sup> Avenue 3<sup>rd</sup> Floor, Miami, FL 33130  
(305) 416-1400

### **VILLAGE OF ROYAL PALM BEACH EVALUATION AND APPRAISAL REPORT AND EAR-BASED AMENDMENTS**

Bell David Planning Group prepared the City's Comprehensive Plan Evaluation and Appraisal Report (EAR) and EAR-based amendments. Both were adopted and found sufficient. Treasure Coast Regional Planning Council commended the Village for the quality of the report.

Duration - May 2006 – March 2009  
Reference - Bradford O'Brien, Senior Planner  
Village of Royal Palm Beach  
1050 Royal Palm Beach Blvd.  
Royal Palm Beach, FL 33411  
(561) 790-5131

### **TOWN OF CUTLER BAY LAND DEVELOPMENT REGULATIONS**



BELL DAVID PLANNING GROUP, INC.  
Empowering Florida's Planning Professionals

The Corradino Group/Bell David Planning Group are currently developing the Land Development Regulations (LDRs) for this recently incorporated municipality in south Miami-Dade County. The Land Development Regulations are being based on the principles of Form Based Codes, and is undergoing an intensive public participation process.

Duration - December 2008 – Ongoing  
Reference - Sandra Cuervo, Community Development Director  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, FL 33189  
(305) 234-4262

#### **TOWN OF CUTLER BAY COMPREHENSIVE PLAN**

The Corradino Group/Bell David Planning Group prepared the Growth Management Plan (Comprehensive Plan) for the Town. The Comprehensive Plan was adopted on-time and found sufficient by the State. The Team was commended for the quality and organization of the Comprehensive Plan, which is being recommended as a model.

Duration - January 2007 – December 2008  
Reference - As Above

#### **TOWN OF CUTLER BAY GENERAL PLANNING SERVICES**

The Corradino Group/Bell David Planning Group serve as the general planning consultants. Duties include: assisting the Community Development Department; reviewing development applications, including comprehensive plan amendments; and, coordinating with Miami-Dade County departments. Other special projects as may be directed by the Director:

Duration - February 2006 – Ongoing  
Reference - As Above

#### **CITY OF OVIEDO EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED AMENDMENTS**

Bell David Planning Group prepared the City's Comprehensive Plan Evaluation and Appraisal Report (EAR) and EAR-based amendments. Both were adopted and found sufficient.

Duration - October 2006 – December 2010  
Reference - Debora Pierre, City Planner  
City of Oviedo  
400 Alexandra Drive, Oviedo, FL 32765  
(407) 971-5776

#### **CITY OF DELTONA EVALUATION AND APPRAISAL REPORT AND EAR-**



### **BASED AMENDMENTS**

The Corradino Group/Bell David Planning Group prepared the City's 2008 Comprehensive Plan Evaluation and Appraisal Report (EAR) and EAR-based amendments. The EAR was adopted by the City and found sufficient by the State. The City was recognized by the review agencies on the quality of its report.

Duration - April 2007 – December 2008  
Reference - Ron Valentine  
2345 Providence Blvd.  
Deltona, FL 32725  
(386) 561-2100

### **CITY OF HIALEAH GARDENS EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED AMENDMENTS**

Bell David Planning Group prepared the City of Hialeah Gardens 2004 Comprehensive Plan Evaluation and Appraisal Report. The City's EAR was adopted on schedule, and was found sufficient by the Department of Community Affairs. The City was recognized as the first municipality in the State to successfully complete the EAR issue scoping process. BDPG also prepared the City's EAR-based amendments, which were adopted and found sufficient by the State. BDPG has been contracted to begin the "3<sup>rd</sup> Round" EAR for the City.

Duration - September 2003 – September 2006  
Reference - Mirtha Gonzalez, Chief Zoning Official  
City of Hialeah Gardens  
10001 NW 87<sup>th</sup> Avenue, Hialeah Gardens, FL 33016  
(305) 558-4114

### **CITY OF HIALEAH GARDENS LAND DEVELOPMENT REGULATIONS**

Bell David Planning Group were contracted by the City of Hialeah Gardens to review and revise the City's current Land Development Regulations (LDRs). Key components of this project include identifying the issues, rewriting the LDRs based on staff, introducing aspects of Form Based Codes, legal and technical comments and facilitating the public review process.

Duration - March 2005 – August 2006  
Reference - As Above

### **CITY OF HIALEAH GARDENS CDBG/HOME PROGRAM**

Since 2000, Bell David Planning Group has served as the City of Hialeah Gardens' CDBG/HOME Program Consultant, which entails the preparation of funding applications, ongoing coordination with Miami-Dade County's Office of Community and Economic Development and performing reporting requirements.



BDPG is currently managing the rehabilitation of low income homeownership units at Samari Lakes East Condominiums on behalf of the City under a \$1,000,000 Home grant.

Duration - August 2000 – Present  
Reference - Maria Joffee, City Clerk  
City of Hialeah Gardens  
10001 NW 87<sup>th</sup> Avenue, Hialeah Gardens, FL 33016  
(305) 558-4114

#### **CITY OF HIALEAH EVALUATION AND APPRAISAL REPORT (EAR)**

In January 2005, Bell David Planning Group was contracted by the City of Hialeah to conduct its Evaluation and Appraisal Report. Because the Comprehensive Plan was recently adopted, the Evaluation and Appraisal Report was being conducted in an expedited manner. The EAR was adopted by the City and found sufficient by South Florida Regional Planning Council (the City's designated sufficiency review agency). BDPG also prepared the City's EAR-based amendments, which were adopted and found sufficient by the State. BDPG has been contracted to begin the "3<sup>rd</sup> Round" EAR for the City.

Duration - January 2005 – September 2007  
Reference - Debora Storch, Acting Zoning Director  
City of Hialeah Planning and Development  
501 Palm Avenue, Hialeah, FL 33010  
(305) 492-2012

#### **CITY OF WEST MELBOURNE VISIONING PLAN AND EVALUATION AND APPRAISAL REPORT (EAR)**

Bell David Planning Group prepared the City of West Melbourne's Vision Plan and EAR, and EAR amendments. Both were adopted and found sufficient. Key components of the project include identifying critical components of the community's image, character, and identity; determining transportation, public infrastructure, and public service needs; and developing a set of necessary policy revisions.

Duration - September 2007 – October 2010  
Reference - Christy Fischer, Planning Director  
City of West Melbourne  
Department of Community Development  
2285 Minton Road  
West Melbourne, FL 32904  
(321)727-7700

#### **CITY OF AVENTURA EVALUATION AND APPRAISAL REPORT (EAR) AND**



### **EAR-BASED AMENDMENTS**

Bell David Planning Group prepared the City's 2005 Comprehensive Plan Evaluation and Appraisal Report. The EAR was adopted and found sufficient by the South Florida Regional Planning Council (the City's designated sufficiency review agency). The South Florida Regional Planning Council commended the City for the quality of its report. BDPG also prepared the City's EAR-based amendments, which were adopted and found sufficient by the State.

Duration - December 2004 – June 2006  
Reference - Joanne Carr, Planning Director  
City of Aventura  
19200 West Country Club Drive  
Aventura, Florida 33180  
(305) 466-8940

### **CITY OF SOUTH MIAMI EVALUATION AND APPRAISAL REPORT (EAR)**

The Corradino Group/Bell David Planning Group prepared the City's 2005 Comprehensive Plan Evaluation and Appraisal Report. The EAR was adopted by the City and found sufficient by the South Florida Regional Planning Council (the City's designated sufficiency review agency). The City was recognized by the review agencies on the quality of its report.

Duration - January 2005 – March 2006  
Reference - Sandy Youkilis, Planning Consultant  
City of South Miami  
6130 Sunset Drive, South Miami, FL.33143  
305-663-6326

### **CITY OF PORT RICHEY EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED AMENDMENTS**

Bell David Planning Group prepared the City's 2006 Comprehensive Plan Evaluation and Appraisal Report. The EAR was adopted by the City and found sufficient by the Florida Department of Community Affairs. BDPG also prepared the City's EAR-based amendments, which were adopted and found sufficient by the State.

Duration - July 2005 – December 2008  
Reference - Shirley Dresch, City Clerk  
City of Port Richey  
6333 Ridge Road  
Port Richey, Florida 34668  
(727) 816-1906



### **VILLAGE OF EL PORTAL EVALUATION AND APPRAISAL REPORT (EAR)**

The Corradino Group/Bell David Planning Group prepared the Village of El Portal's 2004 Comprehensive Plan Evaluation and Appraisal Report. The EAR was adopted by the Village and found sufficient by the Florida Department of Community Affairs.

Duration - November 2003 – November 2004  
Village of El Portal  
500 N.E. 87<sup>th</sup> Street, El Portal, FL 33138  
(305) 795-7880

### **INDIAN CREEK VILLAGE EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED AMENDMENTS**

Bell David Planning Group prepared Indian Creek Village's 2004 Comprehensive Plan Evaluation and Appraisal Report. The EAR was adopted by the Village, and was found sufficient by the Department of Community Affairs. Bell David Planning Group also prepared the Village's EAR-based amendments, which were adopted by the Village and found sufficient by the State. BDPG has been contracted to begin the "3<sup>rd</sup> Round" EAR for the Village.

Duration - June 2004 – December 2005  
Reference - C. Samuel Kissinger, Village Manager  
Indian Creek Village  
9080 Bay Drive, Indian Creek City, FL 33154  
(305) 865-4121

### **INDIAN CREEK VILLAGE LAND DEVELOPMENT REGULATIONS REWRITE**

Bell David Planning Group revised the Village's Land Development Regulations (LDR's). Key components of this project include identifying the issues, rewriting the LDR's based on staff, legal and technical comments and facilitating the public review process.

Duration - October 2004 – September 2005 (complete)  
Reference - As Above

### **INDIAN CREEK VILLAGE GENERAL PLANNING CONSULTANTS**

Bell David Planning Group serve as the Village's general planning consultant. Duties are: the review of development applications, including comprehensive plan amendments; water supply plan and; other special projects as may be directed by the Village.



Duration - October 2004 – Ongoing  
Reference - As Above

**TOWN OF MANALAPAN EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED AMENDMENTS**

Bell David Planning Group prepared the Town's Evaluation and Appraisal Report. The EAR was adopted by the Town, and was found sufficient by the Department of Community Affairs. Bell David Planning Group also prepared the Village's EAR-based amendments, which were adopted by the Town and found sufficient by the State and prepared the Water Supply Plan.

Duration - January 2006 – August 2008  
Reference - Gregory Dunham, Town Manager  
600 South Ocean Boulevard  
Manalapan, FL 33462  
(561) 383-2540

**TOWN OF HIGHLAND BEACH EVALUATION AND APPRAISAL REPORT (EAR) AND EAR-BASED AMENDMENTS**

Bell David Planning Group prepared the Town's Evaluation and Appraisal Report (EAR), and EAR-based amendments. BDPG also prepared the Town's Water Supply Plan. The EAR, amendments, and Water Supply Plan were all found sufficient.

Duration - July 2008 – October 2010  
Reference - Dale Sugerman, Ph.D., Town Manager  
Town of Highland Beach  
3614 S. Ocean Boulevard  
Highland Beach, Florida 33487  
(561) 278-4548

**VILLAGE OF TEQUESTA BEACH EVALUATION AND APPRAISAL REPORT (EAR)-BASED AMENDMENTS**

Bell David Planning Group prepared the Village's EAR-based Amendments, which were found sufficient.

Duration - July 2008 – September 2009  
Reference - Catherine Harding, Community Development Director  
Village of Tequesta  
345 Tequesta Drive  
Tequesta, FL 33469



### **VILLAGE OF BISCAYNE PARK EVALUATION AND APPRAISAL REPORT (EAR) AND WATER SUPPLY PLAN**

Bell David Planning Group prepared the Village's 2008 Comprehensive Plan Evaluation and Appraisal Report. The EAR was adopted by the Village and found sufficient by the South Florida Regional Planning Council, the designated review agency. BDPG prepared the EAR-based amendments and the 17-Year Water Supply Facilities Work Plan (2008-2025). The amendments and Water Supply Plan were also found sufficient.

Duration - January 2007 – October 2010  
Reference - Ana Garcia, Village Manager  
Village of Biscayne Park  
640 NE 114<sup>th</sup> Street  
Biscayne Park, FL 33161  
(305) 899-8000

### **TOWN OF LAKE PARK EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS**

Bell David Planning Group prepared the Town's EAR-based Amendments, which were adopted and found sufficient by the State.

Duration - July 2007 – January 2009  
Reference - Patrick Sullivan, AICP  
Community Development Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

### **CITY OF DORAL ANNEXATION REPORTS, WATER SUPPLY PLAN, AND LAND USE PLAN**

Bell David Planning Group is currently under contract with the City of Doral to prepare four Annexation Reports for the proposed annexation of a total of approximately seven square miles. Key components of this project include identifying the characteristics of the annexation area, analyzing and evaluating the costs to the City and the City's ability to fund new or expanded infrastructure necessary to maintain existing levels of service and to provide for future growth. BDPG is also preparing the City's Water Supply Plan.

Duration - June 2004– Ongoing  
Reference - Nathan Kogan, City Planner  
City of Doral



4055 NW 97<sup>th</sup> Avenue, Doral, FL 33178  
(305) 593-6725

**CITY OF NORTH MIAMI WATER SUPPLY PLAN**

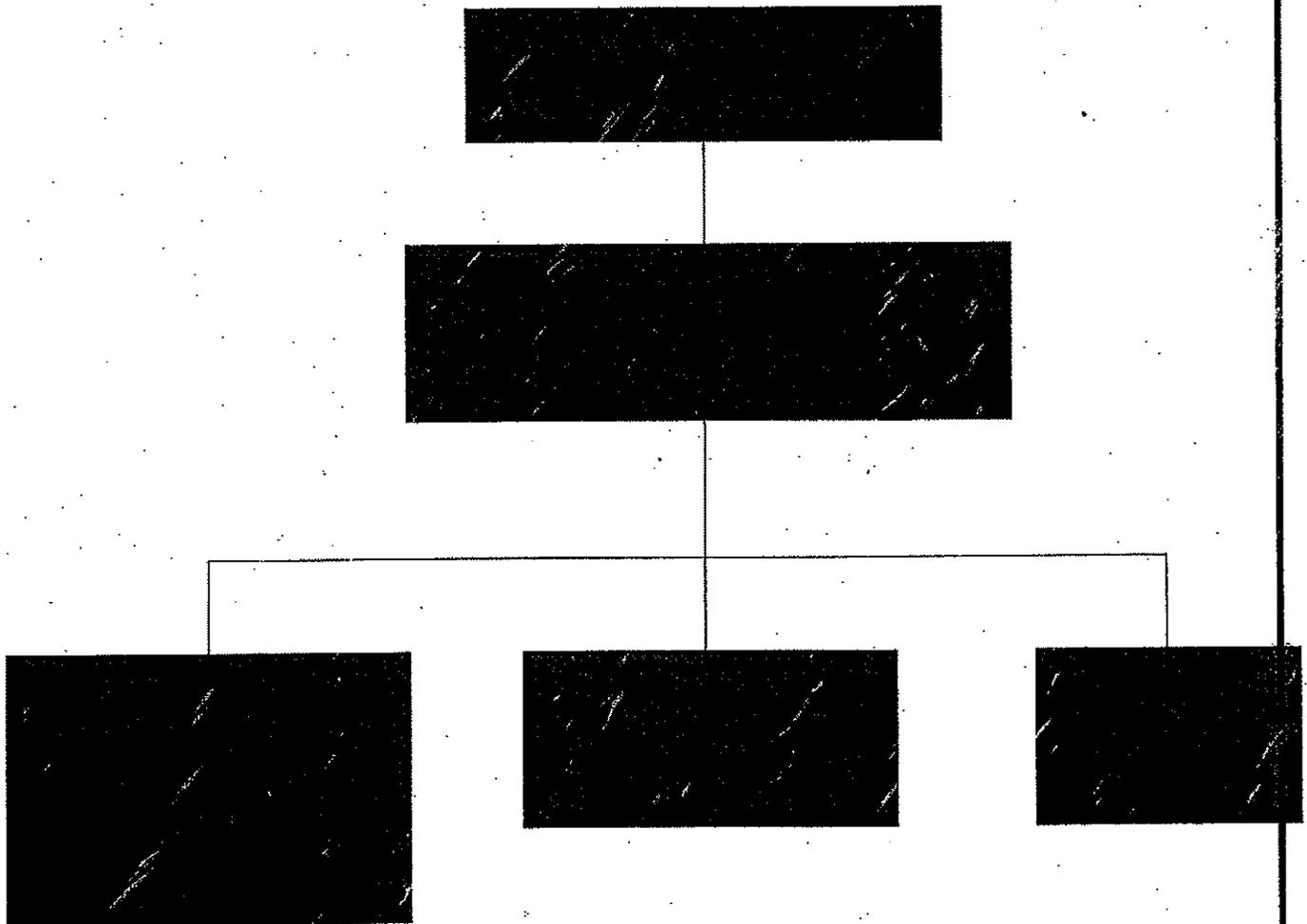
Bell David Planning Group prepared the City's 17-Year Water Supply Facilities Work Plan (2008-2025) which was adopted and found in compliance by the State of Florida.

Duration - May – August 2009  
Reference - Maxine Calloway, Director, Community Planning  
City of North Miami  
776 Northeast 125<sup>th</sup> Street  
North Miami, FL 33161  
(305) 895-9825



### 3. TEAM ORGANIZATION

Bell David Planning Group will serve as the lead consultant on this project. Jerry Bell, President, will serve as the Team's Project Manager, and the County Manager's point of contact. Alex David will serve as assistant Team Project Manager. Sub consultants Dr. Allan Lichtman/Tom Bonier, Oliver Kerr, FAICP, and The Corradino Group will work on this project in accordance with the organizational chart below.





#### **4. TEAM RESUMES**

##### **Bell David Planning Group**

**Jerry H. Bell, AICP – Project Manager**

**Alex A. David, AICP**

##### **Redistricting and Voting Block Analysis Subconsultants**

**Allan Lichtman, Ph.D.**

**Tom Bonier**

##### **Demographic Subconsultant**

**Oliver Kerr, FAICP**

##### **The Corradino Group**

**Joseph M. Corradino, AICP**

**Scarlet Hammons, AICP**

**Josh Bocks**

**Andrew Davis**



## Jerry Hamilton Bell, AICP *Principal*

### **Education**

Master of Arts in Urban and Regional Planning, University of Florida, 1992

Bachelor of Arts, Geography, University of Florida, 1989

### **Profile**

Mr. Bell is a highly regarded urban planner with twenty years of comprehensive and land planning expertise. He has broad experience preparing planning documents with strong visioning and public involvement components. His planning knowledge includes comprehensive planning, urban design, evaluation and appraisal reports, capital improvement plans, development regulations, annexations, development review, workshop and meeting facilitation, environmental planning, redevelopment, and grantswriting.

Jerry has successfully utilized the planning process as a tool to address the unique challenges that face local communities. He has extensive experience managing planning and land development projects for a wide range of municipal clients. The projects Jerry has developed are consistently recognized by our clients and review agencies for their exceptional results.

### **Professional Experience**

Bell David Planning Group

President (February 2003 – Present)

Bell Planning and Consulting

President (August 2000 – February 2003)

Bermello, Ajamil & Partners

Strategic Planner/Project Manager (October 1999 – August 2000)

Miami-Dade County, Florida

Department of Planning and Zoning

Principal Planner (October 1996 - October 1999)

Senior Planner (July 1994 - October 1996)

City of Gainesville

Department of Block Grant Development & Review

Block Grant Planner (March 1992 - July 1994)

HUD Work Study Intern (September 1990 - March 1992)



### **Client List (Current and Former)**

Miami-Dade County  
City of Homestead  
Town of Cutler Bay  
Village of Palmetto Bay  
City of South Miami  
City of Miami  
City of Hialeah  
City of Hialeah Gardens  
City of Doral  
City of Miami Springs  
Village of Virginia Gardens  
City of North Bay Village  
Village of El Portal  
Village of Biscayne Park  
City of North Miami  
City of North Miami Beach  
Indian Creek Village  
City of Sunny Isles Beach  
City of Aventura

Town of Highland Beach  
Town of Manalapan  
Town of Lake Park  
Village of Royal Palm Beach  
Village of Tequesta  
City of Oviedo  
City of Deltona  
City of West Melbourne  
City of Port Richey  
Southwest Florida Regional Planning Council

### **Professional Affiliations**

University of Florida Urban and Regional Planning Department Advisory Council,  
2009—present

Gold Coast Section Florida APA, Board Member 2009—present

Chair, Miami-Dade Planners Technical Committee, Green Initiatives Subcommittee

Florida Chapter of the American Planning Association

American Institute Certified Planners, #013685



American Planning Association, #092548

**Professional Awards/Special Commendations**

Speaker and Panelist on the EAR Process at a number of events and conferences, including the 2005 APA Florida Conference, July 2009 South Florida Regional Planning EAR Training Workshop, and August 2009 Southwest Florida Regional Planning Council EAR Training Workshop

DCA for Hialeah Gardens EAR

South Florida Regional Planning Council for Aventura and South Miami EAR processes

Treasure Coast RPC for the Village of Royal Palm Beach EAR



**Alex A. David, AICP**  
*Principal*

**Education**

Master of Business Administration, Barry University, 1987

Bachelor of Science, Geography (Urban Planning), Pennsylvania State University, 1982

**Profile**

Mr. David brings expertise acquired over 26 years with both private and public planning organizations. He specializes in both current and long range planning projects including comprehensive planning project, land development regulations, and zoning and site development reviews. Alex has extensive experience working with local, regional, and state planning regulations and is committed to providing governmental clients the expertise and assistance they need to achieve local planning goals while meeting regional and state planning requirements.

His wide array of planning experience includes: Facilitation, strategic visioning plans, Evaluation and Appraisal Reports (EAR), EAR-based amendments; revisions to municipal land development regulations; community build-out studies; annexation applications and studies for both public and private clients. Additionally, he has assisted new governments in establishing the planning and development practices needed to guide growth and development. Alex also has a reputation for building intergovernmental partnerships and navigating through the bureaucracy of local and state agencies in an expeditious manner.

**Professional Experience**

Bell David Planning Group  
Vice-President (February, 2003 – Present)

University of Miami  
Facilities Planning and Construction  
Associate University Campus Planner (September, 2002 – February, 2003)

Miami-Dade County Public Schools  
Governmental Affairs and Land Use Policy and Acquisition  
Supervisor, Governmental Affairs and Land Use Policy (January, 1999 – September, 2002)



Miami-Dade County, Florida  
Office of the County Manager and Department of Planning and Zoning  
Concurrency/Shoreline/Educational Facilities Coordinator (December,  
1989 – December, 1999)

Building and Zoning Department  
Zoning Division  
Shoreline Coordinator/Zoning Evaluator (December, 1988 – November,  
1989)

Planning Department  
Metropolitan Division  
Planning Technician (November, 1985 – December, 1988)

**Client List (Current and Former)**

City of Homestead  
Town of Cutler Bay  
Village of Palmetto Bay  
City of South Miami  
City of Miami  
City of Hialeah  
City of Hialeah Gardens  
City of Doral  
City of Miami Springs  
Village of Virginia Gardens  
City of North Bay Village  
Village of El Portal  
Village of Biscayne Park  
City of North Miami  
City of North Miami Beach  
Indian Creek Village  
City of Sunny Isles Beach  
City of Aventura

Town of Highland Beach  
Town of Manalapan  
Town of Lake Park  
Village of Royal Palm Beach  
Village of Tequesta  
City of Oviedo  
City of Deltona  
City of West Melbourne  
City of Port Richey  
Southwest Florida Regional Planning Council



**Professional Affiliations**

Transportation Aesthetics Review Committee of the Metropolitan Planning Organization

Miami-Dade County Public Schools Citizens Oversight Committee for Public Schools Facilities Planning

Staff Working Group For Public School Facility Planning

Immediate Past Chair, Miami-Dade County Planners Technical Committee

Former Vice-Chair, Miami Beach Design Review Board

Board of Directors, Gold Coast Section Florida APA

Florida Chapter of the American Planning Association

American Institute Certified Planners, #015953

American Planning Association, #116051

Former U.S. Information Agency International Visitor Program Volunteer

**Professional Awards/Special Commendations**

DCA for Hialeah Gardens EAR

South Florida Regional Planning Council for Aventura and South Miami EAR processes

Treasure Coast RPC for the Village of Royal Palm Beach EAR



BELL DAVID PLANNING GROUP, INC.  
Integrating People's Planning Requirements

## Curriculum Vitae

Allan J. Lichtman  
9219 Villa Dr.  
Bethesda, MD 20817

(301) 530-8262 h  
(202) 885-2411 o

2010

### EDUCATION

BA, Brandeis University, Phi Beta Kappa, Magna Cum Laude, 1967

PhD, Harvard University, Graduate Prize Fellow, 1973

### PROFESSIONAL EXPERIENCE

Teaching Fellow, American History, Harvard University, 1969-73

Instructor, Brandeis University, 1970, quantitative history.

Assistant Professor of History, American University, 1973-1977

Associate Professor of History, American University, 1977-1978

Professor of History, American University, 1979 -

**Expert witness in more than 75 redistricting, voting rights and civil rights cases (see Table of Cases attached)**

Associate Dean for Faculty and Curricular Development, College of Arts & Sciences, The American University 1985-1987

Chair, Department of History, American University, 1997- 2001

Regular political analyst for CNN Headline News, 2003-2006

### HONORS AND AWARDS

Outstanding Teacher, College of Arts and Sciences, 1975-76

Outstanding Scholar, College of Arts and Sciences, 1978-79



Outstanding Scholar, The American University, 1982-83

Outstanding Scholar/Teacher, The American University, 1992-93 (Highest University faculty award)

Sherman Fairchild Distinguished Visiting Scholar, California Institute of Technology, 1980-81

American University summer research grant, 1978 & 1982

Chamber of Commerce, Outstanding Young Men of America 1979-80

Graduate Student Council, American University, Faculty Award, 1982

Top Speaker Award, National Convention of the International Platform Association, 1983, 1984, 1987

National Age Group Champion (30-34) 3000 meter steeplechase 1979

Eastern Region Age Group Champion (30-34) 1500 meter run 1979

Defeated twenty opponents on nationally syndicated quiz show, TIC TAC DOUGH, 1981

Listing in Marquis, WHO'S WHO IN THE AMERICA AND WHO'S WHO IN THE WORLD

McDonnell Foundation, Prediction of Complex Systems (\$50,000, three years), 2003-2005

Organization of American Historians, Distinguished Lecturer, 2004 -

Selected by the Teaching Company as one of America's Super Star Teachers."

Associate Editor, International Journal of Operations Research and Information Systems, 2008 -

Keynote Speaker, International Forecasting Summit, 2007 and 2008

Cited authoritatively by United States Supreme Court in statewide Texas Congressional redistricting case *LULAC v. Perry* (2006)

Finalist for the 2008 National Book Critics Circle Award in general nonfiction for



## WHITE PROTESTANT NATION: THE RISE OF THE AMERICAN CONSERVATIVE MOVEMENT.

Interviews nominated by the Associated Press for the Edward R. Murrow Award for broadcasting excellence.

Elected Member, PEN American Center

## SCHOLARSHIP

### A. Books

PREJUDICE AND THE OLD POLITICS: THE PRESIDENTIAL ELECTION OF 1928 (Chapel Hill: University of North Carolina Press, 1979)

PREJUDICE AND THE OLD POLITICS: THE PRESIDENTIAL ELECTION OF 1928 (Lanham, MD: Lexington Books, 2000), reprint of 1979 edition with new introduction.

HISTORIANS AND THE LIVING PAST: THE THEORY AND PRACTICE OF HISTORICAL STUDY (Arlington Heights, Ill.: Harlan Davidson, Inc., 1978, with Valerie French)

ECOLOGICAL INFERENCE (Sage Series in Quantitative Applications in the Social Sciences, 1978, with Laura Irwin Langbein)

YOUR FAMILY HISTORY: HOW TO USE ORAL HISTORY, PERSONAL FAMILY ARCHIVES, AND PUBLIC DOCUMENTS TO DISCOVER YOUR HERITAGE (New York: Random House, 1978)

KIN AND COMMUNITIES: FAMILIES IN AMERICA (edited, Washington, D. C.: Smithsonian Press, 1979, , with Joan Challinor)

THE THIRTEEN KEYS TO THE PRESIDENCY (Lanham: Madison Books, 1990, with Ken DeCell)

THE KEYS TO THE WHITE HOUSE, 1996 EDITION (Lanham: Madison Books, 1996)

THE KEYS TO THE WHITE HOUSE, (Lanham: Lexington Books Edition, 2000)

THE KEYS TO THE WHITE HOUSE, POST-2004 EDITION (Lanham: Lexington Books Edition, 2005)

THE KEYS TO THE WHITE HOUSE, 2008 EDITION (Lanham: Rowman & Littlefield, 2008)



WHITE PROTESTANT NATION: THE RISE OF THE AMERICAN  
CONSERVATIVE MOVEMENT (New York: Grove/Atlantic Press, 2008)

FDR AND THE JEWS, Submitted, Harvard University Press, with Richard Breitman.

#### B. Scholarly Articles

"The Federal Assault Against Voting Discrimination in the Deep South, 1957-1967,"  
JOURNAL OF NEGRO HISTORY (Oct. 1969)

"Executive Enforcement of Voting Rights, 1957-60," in Terrence Goggin and John  
Seidel, eds., POLITICS AMERICAN STYLE (1971)

"Correlation, Regression, and the Ecological Fallacy: A Critique," JOURNAL OF  
INTERDISCIPLINARY HISTORY (Winter 1974)

"Critical Election Theory and the Reality of American Presidential Politics, 1916-1940,"  
AMERICAN HISTORICAL REVIEW (April 1976)

"Across the Great Divide: Inferring Individual Behavior From Aggregate Data,"  
POLITICAL METHODOLOGY (with Laura Irwin, Fall 1976)

"Regression vs. Homogeneous Units: A Specification Analysis," SOCIAL SCIENCE  
HISTORY (Winter 1978)

"Language Games, Social Science, and Public Policy: The Case of the Family," in Harold  
Wallach, ed., APPROACHES TO CHILD AND FAMILY POLICY (Washington, D. C.:  
American Association for the Advancement of Science, 1981)

"Pattern Recognition Applied to Presidential Elections in the United States, 1860-1980:  
The Role of Integral Social, Economic, and Political Traits," PROCEEDINGS OF THE  
NATIONAL ACADEMY OF SCIENCE (with V. I. Keilis-Borok, November 1981)

"The End of Realignment Theory? Toward a New Research Program for American  
Political History," HISTORICAL METHODS (Fall 1982)

"Kinship and Family in American History," in National Council for Social Studies  
Bulletin, UNITED STATES HISTORY IN THE 1980s (1982)

"Modeling the Past: The Specification of Functional Form," JOURNAL OF  
INTERDISCIPLINARY HISTORY (with Ivy Broder, Winter 1983)

"Political Realignment and 'Ethnocultural' Voting in Late Nineteenth Century America,"  
JOURNAL OF SOCIAL HISTORY (March 1983)



"The New Political History: Some Statistical Questions Answered," SOCIAL SCIENCE HISTORY (with J. Morgan Kousser, August 1983)

"Personal Family History: A Bridge to the Past," PROLOGUE (Spring 1984)

"Geography as Destiny," REVIEWS IN AMERICAN HISTORY (September 1985)

"Civil Rights Law: High Court Decision on Voting Act Helps to Remove Minority Barriers," NATIONAL LAW JOURNAL (with Gerald Hebert, November 10, 1986).

"Tommy The Cork: The Secret World of Washington's First Modern Lobbyist," WASHINGTON MONTHLY (February 1987).

"Discriminatory Election Systems and the Political Cohesion Doctrine," NATIONAL LAW JOURNAL (with Gerald Hebert, Oct. 5, 1987)

"Aggregate-Level Analysis of American Midterm Senatorial Election Results, 1974-1986," PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES (Dec. 1989, with Volodia Keilis-Borok)

"Black/White Voter Registration Disparities in Mississippi: Legal and Methodological Issues in Challenging Bureau of Census Data," JOURNAL OF LAW AND POLITICS (Spring, 1991, with Samuel Issacharoff)

"Adjusting Census Data for Reapportionment: The Independent Role of the States," NATIONAL BLACK LAW JOURNAL (1991)

"Passing the Test: Ecological Regression in the Los Angeles County Case and Beyond," EVALUATION REVIEW (December 1991)

Understanding and Prediction of Large Unstable Systems in the Absence of Basic Equations," PROCEEDINGS OF THE INTERNATIONAL SYMPOSIUM ON CONCEPTUAL TOOLS FOR UNDERSTANDING NATURE (with V. I. Keilis-Borok, Trieste, Italy, 1991).

"The Self-Organization of American Society in Presidential and Senatorial Elections," in Yu. Krautsov, ed., THE LIMITS OF PREDICTABILITY (with V.I. Keilis-Borok, Nauka, Moscow, 1992).

"They Endured: The Democratic Party in the 1920s," in Ira Foreman, ed., DEMOCRATS AND THE AMERICAN IDEA: A BICENTENNIAL APPRAISAL (1992).



"A General Theory of Vote Dilution," LA RAZA (with Gerald Hebert) 6 (1993).

"Adjusting Census Data for Reapportionment: The Independent Role of the States," JOURNAL OF LITIGATION (December 1993, with Samuel Issacharoff)

"The Keys to the White House: Who Will be the Next American President?," SOCIAL EDUCATION 60 (1996)

"The Rise of Big Government: Not As Simple As It Seems," REVIEWS IN AMERICAN HISTORY 26 (1998)

"The Keys to Election 2000," SOCIAL EDUCATION (Nov/Dec. 1999)

"The Keys to the White House 2000," NATIONAL FORUM (Winter 2000)

"Report on the Implications for Minority Voter Opportunities if Corrected census Data Had Been Used for the Post-1990 Redistricting: States With The Largest Numerical Undercount," UNITED STATES CENSUS MONITORING BOARD, January 2001

"Report on the Racial Impact of the Rejection of Ballots Cast in the 2000 Presidential Election in the State of Florida," and "Supplemental Report," in VOTING IRREGULARITIES IN FLORIDA DURING THE 2000 PRESIDENTIAL ELECTION, United States Commission on Civil Rights, June 2001

"What Really Happened in Florida's 2000 Presidential Election," JOURNAL OF LEGAL STUDIES (January 2003)

"The Keys to Election 2004," SOCIAL EDUCATION (January 2004)

"History: Social Science Applications," ENCYCLOPEDIA OF SOCIAL MEASUREMENT (Elsevier, 2006)

"The Keys to the White House: Forecast for 2008," SPECIAL FEATURE, *FORESIGHT: THE INTERNATIONAL JOURNAL OF APPLIED FORECASTING* 3 (February 2006), 5-9 with response: J. Scott Armstrong and Alfred G. Cuzan, "Index Methods for Forecasting: An Application to the American Presidential Elections."

"The Keys to the White House: Updated Forecast for 2008," *FORESIGHT; THE INTERNATIONAL JOURNAL OF APPLIED FORECASTING* 7 (Fall 2007)

"The Keys to the White House: Prediction for 2008," SOCIAL EDUCATION (January 2008)

"The Keys to the White House: An Index Forecast for 2008," INTERNATIONAL



JOURNAL OF FORECASTING 4 (April-June 2008)

"The Updated Version of the Keys," SOCIAL EDUCATION (October 2008)

"Extreme Events in Socio-Economic and Political Complex Systems, Predictability of,"  
ENCYCLOPEDIA OF COMPLEXITY AND SYSTEMS SCIENCE (Springer, 2009,  
with Vladimir Keilis-Borok & Alexandre Soloviev)

"The Keys to the White House: A Preliminary Forecast for 2012" INTERNATIONAL  
JOURNAL OF INFORMATION SYSTEMS & SOCIAL CHANGE (Jan.-March 2010)

"The Keys to the White House: Forecast for 2012," FORESIGHT: THE  
INTERNATIONAL JOURNAL OF APPLIED FORECASTING (Summer 2010)

"The Alternative-Justification Affirmative: A New Case Form," JOURNAL OF THE  
AMERICAN FORENSIC ASSOCIATION (with Charles Garvin and Jerome Corsi, Fall  
1973)

"The Alternative-Justification Case Revisited: A Critique of Goodnight, Balthrop and  
Parsons, 'The Substance of Inherency,'" JOURNAL OF THE AMERICAN FORENSIC  
ASSOCIATION (with Jerome Corsi, Spring 1975)

"A General Theory of the Counterplan," JOURNAL OF THE AMERICAN FORENSIC  
ASSOCIATION (with Daniel Rohrer, Fall 1975)

"The Logic of Policy Dispute," JOURNAL OF THE AMERICAN FORENSIC  
ASSOCIATION (with Daniel Rohrer, Spring 1980)

"Policy Dispute and Paradigm Evaluation," JOURNAL OF THE AMERICAN  
FORENSIC ASSOCIATION (with Daniel Rohrer, Fall 1982)

"New Paradigms For Academic Debate," JOURNAL OF THE AMERICAN FORENSIC  
ASSOCIATION (Fall 1985)

"Competing Models of the Debate Process," JOURNAL OF THE AMERICAN  
FORENSIC ASSOCIATION (Winter 1986)

"The Role of the Criteria Case in the Conceptual Framework of Academic Debate," in  
Donald Terry, ed., MODERN DEBATE CASE TECHNIQUES (with Daniel Rohrer,  
1970)

"Decision Rules for Policy Debate," and "Debate as a Comparison of Policy Systems," in  
Robert 2, ed., THE NEW DEBATE: READINGS IN CONTEMPORARY DEBATE  
THEORY (with Daniel Rohrer, 1975)



"A Systems Approach to Presumption and Burden of Proof;" "The Role of Empirical Evidence in Debate;" and "A General Theory of the Counterplan," in David Thomas, ed., **ADVANCED DEBATE: READINGS IN THEORY, PRACTICE, AND TEACHING** (with Daniel Rohrer, 1975)

"Decision Rules in Policy Debate;" "The Debate Resolution;" "Affirmative Case Approaches;" "A General Theory of the Counterplan;" "The Role of Empirical Evidence in Debate;" and "Policy Systems Analysis in Debate," in David Thomas, ed., **ADVANCED DEBATE** (revised edition, with Daniel Rohrer and Jerome Corsi, 1979)

### C. Selected Popular Articles

"Presidency By The Book," **POLITICS TODAY** (November 1979) Reprinted:  
**LOS ANGELES TIMES**

"The Grand Old Ploys," **NEW YORK TIMES**  
Op Ed (July 18, 1980)

"The New Prohibitionism," **THE CHRISTIAN CENTURY** (October 29, 1980)

"Which Party Really Wants to `Get Government Off Our Backs`?" **CHRISTIAN SCIENCE MONITOR** Opinion Page (December 2, 1980)

"Do Americans Really Want `Coolidge Prosperity` Again?" **CHRISTIAN SCIENCE MONITOR** Opinion Page (August 19, 1981)

"Chipping Away at Civil Rights," **CHRISTIAN SCIENCE MONITOR** Opinion Page (February 17, 1982)

"How to Bet in 1984. A Presidential Election Guide," **WASHINGTONIAN MAGAZINE** (April 1982) Reprinted: **THE CHICAGO TRIBUNE**

"The Mirage of Efficiency," **CHRISTIAN SCIENCE MONITOR** Opinion Page (October 6, 1982)

"For RIFs, It Should Be RIP," **LOS ANGELES TIMES** Opinion Page (January 25, 1983)

"The Patronage Monster, Con't." **WASHINGTON POST** Free For All Page (March 16, 1983)

"A Strong Rights Unit," **NEW YORK TIMES** Op Ed Page (June 19, 1983)

"Abusing the Public Till," **LOS ANGELES TIMES** Opinion Page (July 26, 1983)



"The First Gender Gap," CHRISTIAN SCIENCE MONITOR Opinion Page (August 16, 1983)

"Is Reagan A Sure Thing?" FT. LAUDERDALE NEWS Outlook Section (February 5, 1984)

"The Keys to the American Presidency: Predicting the Next Election," TALENT (Summer 1984)

"GOP: Winning the Political Battle for '88," CHRISTIAN SCIENCE MONITOR, Opinion Page, (December 27, 1984)

"The Return of 'Benign Neglect'," WASHINGTON POST, Free For All, (May 25, 1985)

"Selma Revisited: A Quiet Revolution," CHRISTIAN SCIENCE MONITOR, Opinion Page, (April 1, 1986)

"Democrats Take Over the Senate" THE WASHINGTONIAN (November 1986; article by Ken DeCell on Lichtman's advance predictions that the Democrats would recapture the Senate in 1986)

"Welcome War?" THE BALTIMORE EVENING SUN, Opinion Page, (July 15, 1987)

"How to Bet in 1988," WASHINGTONIAN (May 1988; advance prediction of George Bush's 1988 victory)

"President Bill?," WASHINGTONIAN (October 1992; advance prediction of Bill Clinton's 1992 victory)

"Don't be Talked Out of Boldness," CHRISTIAN SCIENCE MONITOR, Opinion Page (with Jesse Jackson, November 9, 1992)

"Defending the Second Reconstruction," CHRISTIAN SCIENCE MONITOR, Opinion Page (April 8, 1994)

"Quotas Aren't The Issue," NEW YORK TIMES, Op Ed Page (December 7, 1994)

"History According to Newt," WASHINGTON MONTHLY (May, 1995)

"A Ballot on Democracy," WASHINGTON POST Op Ed (November 1, 1998)

"The Theory of Counting Heads vs. One, Two, Three," CHRISTIAN SCIENCE



MONITOR Op Ed (June 22, 1999)

"Race Was Big Factor in Ballot Rejection, BALTIMORE SUN Op Ed (March 5, 2002)

"Why is George Bush President?" NATIONAL CATHOLIC REPORTER (Dec. 19, 2003)

"In Plain Sight: With the Public Distracted, George W. Bush is Building a Big Government of the Right," NEWSDAY, (August 7, 2005)

"Why Obama is Colorblind and McCain is Ageless," JEWISH DAILY FORWARD (June 26, 2008)

"Splintered Conservatives McCain," POLITICO ( June 24, 2008)

"Will Obama be a Smith or a Kennedy," NATIONAL CATHOLIC REPOTER (October 17, 2008)

"What Obama Should Do Now," POLITICO ( Jan. 22, 2010)

Bi-weekly column, THE MONTGOMERY JOURNAL, GAZETTE 1990 - present

Election-year column, REUTERS NEWS SERVICE 1996 & 2000

#### D. Video Publication

"Great American Presidents," The Teaching Company, 2000.

#### TEACHING

##### Ongoing Courses

The History of the U. S. I & II, The Emergence of Modern America, The U. S. in the Twentieth Century, United States Economic History, Historiography, Major Seminar in History, Graduate Research Seminar, Colloquium in U. S. History Since 1865, The American Dream, The Urban-Technological Era, Senior Seminar in American Studies, Seminar in Human Communication.

New Courses: Taught for the first time at The American University



BELL DAVID PLANNING GROUP, INC.  
Negotiating Florida's Planning Requirements

Quantification in History, Women in Twentieth Century American Politics, Women in Twentieth Century America, Historians and the Living Past (a course designed to introduce students to the excitement and relevance of historical study), How to Think: Critical Analysis in the Social Sciences, Pivotal Years of American Politics, Government and the Citizen (Honors Program), Introduction to Historical Quantification, Public Policy in U. S. History, Honors Seminar in U.S. Presidential Elections, America's Presidential Elections, What Is America?.

### **TELEVISION APPEARANCES**

Political commentary on NBC, CBS, ABC, CNN, C-SPAN, FOX, MSNBC, BBC, CBC, NPR, VOA, and numerous other broadcasting outlets internationally

Regular political commentary for NBC News Nightside.

Regular political commentary for Voice of America and USIA.

Regular political commentary for America's Talking Cable Network.

Regular political commentary for the Canadian Broadcasting System.

Regular political commentary for CNN, Headline News

Appearances on numerous United States and foreign television networks.

Consultant and on-air commentator for NBC special productions video project on the history of the American presidency.

CBS New Consultant, 1998 and 1999

Appearances on several History Channel specials including *The Nuclear Football* and *The President's Book of Secrets*.

### **RADIO SHOWS**

I have participated in more than 2000 radio interview and talk shows broadcast nationwide, in foreign nations, and in cities such as Washington, D. C., New York, Atlanta, Chicago, Los Angeles and Detroit. My appearances include the Voice of America, National Public Radio, and well as all major commercial radio networks.

### **PRESS CITATIONS**

I have been cited many hundreds of times on public affairs in the leading newspapers and magazines worldwide. These include, among many others,



*New York Times, Washington Post, USA Today, Los Angeles Times, Wall Street Journal, Miami Herald, Washington Times, St. Louis Post Dispatch, Christian Science Monitor, Philadelphia Inquirer, Time, Newsweek, Business Week, Le Monde, Globe and Mail, Yomuri Shimbun, Die Welt, El Mundo, and South China Post, among others.*

### **SELECTED CONFERENCES, PRESENTATIONS, AND LECTURES**

Invited participant and speaker, Bostick Conference on Fogel and Engerman's TIME ON THE CROSS, University of South Carolina, November 1-2, 1974

"Critical Election Theory and the Presidential Election of 1928," Annual Meeting of the American Historical Association, December 1974

"A Psychological Model of American Nativism," Bloomsberg State Historical Conference, April 1975

"Methodology for Aggregating Data in Education Research," National Institute of Education, Symposium on Methodology, July 1975, with Laura Irwin

Featured Speaker, The Joint Washington State Bicentennial Conference on Family History, October 1975

Featured Speaker, The Santa Barbara Conference on Family History, May 1976

Chair, The Smithsonian Institution and the American University Conference on Techniques for Studying Historical and Contemporary Families, June 1976

Panel Chair, Sixth International Smithsonian Symposium on Kin and Communities in America, June 1977

"The uses of History for Policy Analysis," invited lecture, Federal-Interagency Panel on Early Childhood Research, October 1977

Invited participant, Conference on "Child Development within the Family - Evolving New Research Approaches," Interagency Panel of the Federal Government for Research and Development on Adolescence, June 1978

Commentator on papers in argumentation, Annual Meeting of the Speech Communication Association, November 1978

Commentator on papers on family policy, Annual Meeting of the American Association



BELL DAVID PLANNING GROUP, INC.  
Strategic Planning & Research Services

for the Advancement of Science, Jan. 1979

"Phenomenology, History, and Social Science," Graduate Colloquium of the Department of Philosophy, The American University, March 1979

"Comparing Tests for Aggregation Bias: Party Realignments of the 1930's," Annual Meeting of the Midwest Political Science Association March 1979, with Laura Irwin Langbein

"Party Loyalty and Progressive Politics: Quantitative Analysis of the Vote for President in 1912," Annual Meeting of the Organization of American Historians, April 1979, with Jack Lord II

"Policy Systems Debate: A Reaffirmation," Annual Meeting of the Speech Communication Association, November 1979

"Personal Family History: Toward a Unified Approach," Invited Paper, World Conference on Records, Salt Lake City, August 1980

"Crisis at the Archives: The Acquisition, Preservation, and Dissemination of Public Documents," Annual Meeting of the Speech Communication Association, November 1980

"Recruitment, Conversion, and Political Realignment in America: 1888- 1940," Social Science Seminar, California Institute of Technology, April 1980

"Toward a Situational Logic of American Presidential Elections," Annual Meeting of the Speech Communication Association, November 1981

"Political Realignment in American History," Annual Meeting of the Social Science History Association, October 1981

"Critical Elections in Historical Perspective: the 1890s and the 1930s," Annual Meeting of the Social Science History Association, November 1982

Commentator for Papers on the use of Census data for historical research, Annual Meeting of the Organization of American Historians, April 1983

"Thirteen Keys to the Presidency: How to Predict the Next Election," Featured Presentation, Annual Conference of the International Platform Association, August 1983, Received a Top Speaker Award

"Paradigms for Academic Debate," Annual Meeting of the Speech Communication Association, November 1983



Local Arrangements Chair, Annual Convention of the Social Science History Association, October 1983

"Forecasting the Next Election," Featured Speaker, Annual Convention of the American Feed Manufacturers Association, May 1984

Featured Speaker, "The Ferraro Nomination," Annual Convention of The International Platform Association, August 1984, Top Speaker Award

"Forecasting the 1984 Election," Annual Convention of the Social Science History Association Oct. 1984,

Featured Speaker, "The Keys to the Presidency," Meeting of Women in Government Relations October 1984

Featured Speaker, "The Presidential Election of 1988," Convention of the American Association of Political Consultants, December 1986

Featured Speaker, "The Presidential Election of 1988," Convention of the Senior Executive Service of the United States, July 1987

Commentary on Papers on Voting Rights, Annual Meeting of the American Political Science Association, September 1987.

Commentary on Papers on Ecological Inference, Annual Meeting of the Social Science History Association, November 1987.

Featured Speaker: "Expert Witnesses in Federal Voting Rights Cases," National Conference on Voting Rights, November 1987.

Featured Speaker: "The Quantitative Analysis of Electoral Data," NAACP National Conference on Voting Rights and School Desegregation, July 1988.

Panel Chair, "Quantitative Analysis of the New Deal Realignment," Annual Meeting of the Social Science History Association, Nov. 1989.

Keynote Speaker, Convocation of Lake Forest College, Nov. 1989.

Featured Speaker, The American University-Smithsonian Institution Conference on the Voting Rights Act, April 1990

Panel Speaker, Voting Rights Conference of the Lawyer's Committee for Civil Rights Under Law, April 1990



BELL DAVID PLANNING GROUP, INC.  
Empowering Florida's Past and Future

- Panel Speaker, Voting Rights Conference of the NAACP, July 1990
- Panel Speaker, Voting Rights Conference of Stetson University, April 1991
- Panel Chair, Annual Meeting of the Organization of American Historians, April, 1992
- Panel Speaker, Symposium on "Lessons from 200 Years of Democratic Party History, Center for National Policy, May 1992
- Olin Memorial Lecture, U.S. Naval Academy, October 1992
- Commentator, Annual Meeting of the Organization of American Historians, April, 1993
- Panel presentation, Conference on Indian Law, National Bar Association, April 1993
- Feature Presentation, Black Political Science Association, Norfolk State University, June 1993
- Delegation Head, Delegation of Washington Area Scholars to Taiwan, Presented Paper on the promotion of democracy based on the American experience, July 1993
- Feature Presentation, Southern Regional Council Conference, Atlanta Georgia, November, 1994
- Master of Ceremonies and Speaker, State of the County Brunch, Montgomery County, February, 1996
- Feature Presentation, Predicting The Next Presidential Election, Freedom's Foundation Seminar on the American Presidency, August 1996
- Feature Presentation, Predicting The Next Presidential Election, Salisbury State College, October 1996
- Feature Presentation on the Keys to the White House, Dirksen Center, Peoria, Illinois, August, 2000
- Feature Presentation on American Political History, Regional Conference of the Organization of American Historians, August 2000
- Testimony Presented Before the United States Commission on Civil Rights Regarding Voting Systems and Voting Rights, January 2001
- Testimony Presented Before the United States House of Representatives, Judiciary



Committee, Subcommittee on the Constitution, February 2001

Testimony Presented Before the United States Senate, Government Operations Committee, Regarding Racial Differentials in Ballot Rejection Rates in the Florida Presidential Election, June 2001

Lectures and Political Consultation, Kenya, for RFK Memorial Institute, October 2002

Testimony Presented Before the Texas State Senate Redistricting Committee, Congressional Redistricting, July 2003

Testimony Presented Before the Texas State House Redistricting Committee, Congressional Redistricting, July 2003

Feature Presentation, The Keys to the White House, International Symposium on Forecasting, June 2006.

Feature Presentation, The Keys to the White House, International Symposium on Forecasting, June 2007.

Annual Hubert Humphrey Foundation Lecture, 2007-2009

Feature Presentation, Forecasting 2008, Annual Meeting of the American Political Science Association, August 2007

Keynote Speaker, International Forecasting Summit, February 2008.

Feature Presentation on the Keys to the White House, Senior Executive's Service, June 2008

Feature Presentation, American Political History, Rockford Illinois School District, July 2008

Featured Lecture, Keys to the White House, American Association for the Advancement of Science, September 2008

Keynote Speaker, International Forecasting Summit, September 2008

Annual Lecture, Hubert Humphrey Fellows, October 2008

Featured Lectures, Keys to the White, Oklahoma Central and East Central Universities, October 2008

Featured Lecture, WHITE PROTESTANT NATION, Eisenhower Institute, December



2008

Featured Lectures, Russia, Slovenia, and Romania, 2008-2009

Critic Meets Author Session on WHITE PROTESTANT NATION, Social Science History Association, November 2009

Annual Lecture, Hubert Humphrey Fellows, October 23, 2010

### **DEPARTMENTAL AND UNIVERSITY SERVICE**

Department of History Council 1973 -

Undergraduate Committee, Department of History 1973-1977

Chair Undergraduate Committee, Department of History 1984-1985

Graduate Committee, Department of History, 1978-1984

Freshman Advisor, 1973-1979

First Year Module in Human Communications, 1977-1979

University Committee on Fellowships and Awards 1976-1978

University Senate 1978-1979, 1984-1985

University Senate Parliamentarian and Executive Board 1978-1979

Founding Director, American University Honors Program, 1977-1979

Chair, College of Arts and Sciences Budget Committee 1977-1978, 1982-1984

University Grievance Committee, 1984-1985

Member, University Honors Committee 1981-1982

College of Arts and Sciences Curriculum Committee 1981-1982

Jewish Studies Advisory Board, 1982-1984

Mellon Grant Executive Board, College of Arts & Sciences, 1982-1983

Chair, College of Arts and Sciences Faculty Colloquium, 1983



Chair, College of Arts and Sciences Task Force on the Department of Performing Arts, 1984-1985

Local Arrangements Chair, National Convention of the Social Science History Association, 1983

Chair, Rank & Tenure Committee of the Department of History, 1981-1982, 1984-1985

Board Member, Center for Congressional and Presidential Studies, The American University, 1988-1989

Chair, Graduate Committee, Department of History, 1989 - 1991

Chair, Distinguished Professor Search Committee 1991

Member, College of Arts & Sciences Associate Dean Search Committee, 1991

Board Member, The American University Press, 1991-1995

Chair, Subcommittee on Demographic Change, The American University Committee on Middle States Accreditation Review 1992-1994

Member, Dean's Committee on Curriculum Change, College of Arts and Sciences 1992-1993

Member, Dean's Committee on Teaching, College of Arts and Sciences 1992

Co-Chair, Department of History Graduate Committee, 1994-1995

Vice-Chair, College of Arts & Sciences Educational Policy Committee, 1994-1995

Elected Member, University Provost Search Committee, 1995-1996

Chair, Search Committee for British and European Historian, Department of History, 1996

Department Chair, 1999-2001

CAS Research Committee, 2006-2007

University Budget and Benefits Committee, 2008



Chair, Personnel Committee, Department of History, 2010-

## OTHER POSITIONS

Director of Forensics, Brandeis University, 1968-71

Director of Forensics, Harvard University, 1971-72

Chair, New York-New England Debate Committee, 1970-71

Historical consultant to the Kin and Communities Program of the Smithsonian Institution  
1974-1979

Along with general advisory duties, this position has involved the following activities:

1. directing a national conference on techniques for studying historical and contemporary families held at the Smithsonian in June 1976.
2. chairing a public session at the Smithsonian on how to do the history of one's own family.
3. helping to direct the Sixth International Smithsonian Symposium on Kin and Communities in America (June 1977).
4. editing the volume of essays from the symposium.

Consultant to John Anderson campaign for president, 1980.

I researched and wrote a study on "Restrictive Ballot Laws and Third-Force Presidential Candidates." This document was a major component of Anderson's legal arguments against restrictive ballot laws that ultimately prevailed in the Supreme Court (Anderson v. Celebreeze 1983). According to Anderson's attorney: "the basis for the majority's decision echoes the themes you incorporated in your original historical piece we filed in the District Court."

Statistical Consultant to the George Washington University Program of Policy Studies in Science and Technology, 1983

I advised researchers at the Policy Studies Program on the application of pattern recognition techniques to their work on the recovery of communities from the effects of such natural disasters as earthquakes and floods.

Consultant to the New York City Charter Revision Commission, 2000-2006

I analyzed the implications of non-partisan elections for voting rights issues for the Charter Revision Commissions appointed by mayors Rudy Giuliani and Michael Bloomberg.



BELL DAVID PLANNING GROUP, INC.  
Respecting People's Planning Experiences

## Curriculum Vitae

Thomas T. Bonier  
1803 Everest St.  
Silver Spring, MD 20902

(301) 593-4459 (home)  
(202) 459-2165 (office)  
(202) 744-4430 (cell)

### EDUCATION

BA, American University, School of International Service, 1996

### PROFESSIONAL EXPERIENCE

Elections Analyst, NCEC, 1994-1998

GOTV Director, Jim McGovern for Congress, 1996

Director of Targeting, NCEC, 1998-2010

Guest Lecturer, Campaign Management Institute, AU, 1999-

Election Day Boiler Room Manager, John Street for Mayor Campaign, 1999

AFL-CIO Boiler Room Manager, Democratic Convention, 2000

Targeting Director, Michigan Coordinated Campaign, 2000

Chief Operating Officer, NCEC, 2010-



BELL DAVID PLANNING GROUP, INC.  
Analyzing Dade's Planning Requirements

**Oliver Kerr, FAICP**  
8305 SW 169 Terrace  
Palmetto Bay, FL. 33157.  
305-251-6206--home  
786-267-6146--cell  
[kerr39@bellsouth.net](mailto:kerr39@bellsouth.net)

### **Academic Qualifications:**

- |         |   |
|---------|---|
| 1996    | Graduate Studies in International Migration<br>Florida International University, Miami, Florida.      |
| 1971-73 | Master of City and Regional Planning,<br>Catholic University, Washington, D.C.                        |
| 1967-69 | Graduate Courses in Human Relations and Sociology<br>University of Miami, Coral Gables, Florida.      |
| 1966-67 | Master of Arts in Educational Administration<br>Catholic University, Washington, D.C.                 |
| 1957-61 | Bachelor of Arts (Honors) in English Language<br>And Literature, University College, Dublin, Ireland. |

### **Professional Experience:**

- |                 |   |
|-----------------|---|
| 2006 to present | <b>Senior Research Associate, the Metropolitan Center<br/>Florida International University, Miami, Florida.</b>   |
| 1977 to 2006    | <b>Supervisor of the Demographic Unit, Miami-Dade<br/>County Department of Planning and Zoning,<br/>Miami, Florida.</b><br>Responsible for all demographic studies needed for the<br>management of urban growth and development in Miami-<br>Dade County. Acquired and used decennial census and<br>other automated files to provide information needed by<br>decision makers. Integrated the use of vital statistics,<br>property assessment files, and impact fee files into a<br>population growth and urban development monitoring<br>system. |



BELL DAVID PLANNING GROUP, INC.  
Advancing Florida's Planning Excellence

Various Dates	Consultant to Miami-Dade County Public Schools and Southeast Florida Educational Consortium.
1973-74	Office Manager, Miami Office, Ultrasystems, Inc. Managed a field office for the study of labor market information systems under a contract with U.S. Department of Labor.
1971-73	Research Associate, Washington Center for Metropolitan Studies, Washington, D.C. Urban research focused on the Washington, D.C. metropolitan area.
1971-72	Urban Transportation Center Fellow, U.S. Department of Transportation, Washington, D.C. Transportation-related research.

**Professional Associations:**

- Fellow and Charter Member of the **American Institute of Certified Planners**. Elected Fellow in 2003.
- Member, **Population Association of America**.
- Vice-President (1988-90) and Treasurer (1986-88) of the **Florida Chapter of the American Planning Association**.
- Chairman and other positions with the **Gold Coast Section of the American Planning Association**, since 1974.
- Board Member, **Human Services Coalition of Dade County, Inc.**
- Board Member, **Irish Peace Institute Foundation**.
- President, **South Florida Emerald Society**



## Joseph M. Corradino, AICP President

### Experience

1995-Present

**The Corradino Group, Inc., Miami:** President. Mr. Corradino is president of The Corradino Group and heads the company's planning operations in South Florida. In addition to administrative responsibilities, he works with local and state governments developing policy and strategic planning efforts, including public involvement, charrettes and workshops; transportation, traffic and transit studies; as well as comprehensive plans and mobility studies. Mr. Corradino is a skilled transportation/land use planner, and has more than a decade of experience in the field. His specialty is working with municipalities, in transportation master plans, urban design studies, traffic calming, traffic impact analysis, transit planning, comprehensive planning and growth management/concurrency. Mr. Corradino has won six awards from the American Planning Association. He has served as the Chairman of the Village of Pinecrest Planning Board. He also serves on the Miami-Dade County MPO, Citizens Transportation Advisory Committee, (CTAC), the Development Permitting Advisory Committee, (DPAC), and is the Chairman of the Gold Coast Chapter of the American Planning Association and has directed the development of Transportation Master/Mobility Plans for municipalities such as Doral, Miami Gardens, Palmetto Bay and Miami Beach.



Vice President-Planning (1995-April 2008)

### General Transportation Planning

- City of Miami Beach
- City of Doral
- Village of Palmetto Bay
- Town of Cutler Bay
- FDOT
- Miami-Dade MPO
- City of Homestead
- City of Hialeah
- City of Miami Gardens
- Village of El Portal
- Village of Virginia Gardens
- City of North Miami Beach



BELL DAVID PLANNING GROUP, INC.  
Designing World's Planning Requirements

### **Urban Planning**

- South Miami CRA Housing and Urban Design, South Miami, FL
- Intermodal Feasibility Study, Miami Beach, FL
- South Beach Strategic Planning Workshop, Miami Beach, FL
- San Castle Neighborhood Streetscape Design, Palm Beach County, FL
- Consolidated Plan for HUD Community Development Block Grant Funding, Plantation, FL
- State Road 7 Master Plan and Design Guidelines, Plantation, FL
- State Road 7 Implementation Plan, Plantation, FL
- Pinecrest Comprehensive Plan, Pinecrest, FL
- Islamorada Comprehensive Plan, Islamorada, FL
- Clearwater Strategic Plan, Clearwater, FL
- North Greenwood Neighborhoods Plan, Clearwater, FL
- Transportation and Land Use Corridor Study, North Miami Beach, FL

1992-1995

**Chance Management Advisors, Philadelphia, PA: Community Planner.**



## Scarlet Hammons, AICP Senior Planner

### Experience

04/2006-Present

**The Corradino Group, Inc., Miami:** Senior Planner. Ms. Hammons has more than 13 years experience in community planning, transportation planning and growth management regulations. She specializes in analyses of land use issues related to comprehensive plans, rezoning and the site planning process. Her experience also includes implementing zoning regulations, drafting ordinances, assisting with transportation master plans and preparing graphics, exhibits and maps. She assists Corradino clients with a variety of technical expertise, including FDOT District 6 planning division where she is the in-house growth management analyst. Currently, Ms. Tenen is managing comprehensive planning projects which include evaluation and appraisal reports, planning feasibility studies, comprehensive master plan updates and reviews, and a variety of other professional transportation and land planning needs. Ms. Tenen is currently the Project Manager for the newly created Town of Cutler Bay's first Comprehensive Plan and played a key role in the establishment of the town's planning department and continues to serve as the town's senior planner.



09/2004-04/2006

**The City of Aventura, FL.:** Senior Planner. Her seniorenior planner responsibilities included project management for numerous ongoing development review petitions; assisting with the city's first evaluation and appraisal report for the Comprehensive Plan; preparing administrative approvals, variance, and conditional use applications for residential, commercial, industrial and mixed-use developments which included reviewing applications, surveys, site, landscape and architectural plans for compliance with the city regulations as well as providing technical and professional advice to the public.

11/2001-11/2003

**The Lightfoot Planning Group, Oceanside, CA:** Senior Planner. While working with The Lightfoot Planning Group, Ms. Tenen was a representative for planning projects presented to elected and appointed officials including city councils, planning commissions, and historical preservation advisory commissions as well as at informal developers' conferences. She gained experience negotiating changes and preparing application documents for review and approval by city councils for general plan amendments, zone changes and tentative maps. A notable accomplishment was the approval of development rights for a concrete batch plant which was achieved through coordination with local and regional environmental planning staff, surrounding business owners and individual planning commissioners.



BELL DAVID PLANNING GROUP, INC.  
Helping People's Planning Succeed

9/1999-11/2001

**Fairfield Residential, San Diego, CA:** Predevelopment Project Manager. Ms. Tenen was the primary point of contact of the planning process for approximately 3,500 apartment units throughout California and the Phoenix metro area. Her project management responsibilities included preparing initial evaluations of potential development sites. These investigations included taking an overall inventory of the surrounding land uses, and estimating the existing traffic patterns and street configurations as well as infrastructure. The inventories were conducted by field visits as well as reviews of ALTA surveys, land use maps, title reports, development agreements, aerial photos, and final maps. Her responsibilities also included facilitating the preparation of applications for development reviews, including: tentative parcel maps, design review, variances, conditional use permits and other planning applications. A notable accomplishment was working successfully with the City of Phoenix Chinese Cultural Center Commercial Association regarding site issues such as building colors, neighborhood concerns, pedestrian walkways and coordinating the relocation a granite feng sui statue.

04/1998- 09/1999

**Alliance Land Planning and Engineering, Inc., Carlsbad, CA:** Land Planner. Her land planner responsibilities included assisting with the land planning and civil engineering plans for several master planned communities; preparing and reviewing cost estimates and engineering plans for utilities, streets and grading; preparing presentation quality exhibits and engineering plans using AutoCAD version 14.

9/1997-3/1998

**City of Del Mar, CA:** Planning Assistant. Planning Assistant responsibilities included assisting with screening applications for an environmental impact report for the restoration of local wetlands and assisting with development of the Rails-to-Trails regional transportation project as well as providing technical and professional advice to the public.



Josh A. Bocks  
Transportation Planner/GIS Specialist

Experience

2005-Present

**The Corradino Group, Inc., Miami:** Transportation Planner. Mr. Bocks has seven years of experience as a planner and has participated in multiple projects in a variety of fields of discipline. These projects include traffic modeling, Geographic Information Systems, access management, comprehensive plans, PD&E and long range planning. His experience also includes working with strategic planning efforts, public involvement process, charrettes and workshops, transportation, traffic and transit studies; as well as comprehensive plans and mobility studies, implementing growth management regulations, comprehensive plan reviews for the Department of Transportation, assisting with transportation master plans and preparing graphics, exhibits and maps. He is also skilled in GIS and TransCAD software.



Mr. Bocks performs travel demand forecasting and GIS activities for projects including the Detroit River International Crossing EIS/EPE; Fort Lauderdale-Hollywood, FL, International Airport; Detroit Intermodal Freight Terminal Feasibility Study and EIS; and the University of Florida Master Plan. He has performed in-depth analysis on social/cultural issues, noise impacts, mitigation, right-of-entry, and many other aspects of planning. His GIS responsibilities have included database management, GPS positioning systems, Script Writing, Automated Concurrency Management System Development, FDOT System review reports, general mapping and spatial analysis, as well as, spatial projection management and creation and Inventory systems such as TriRail wayfinding signage, MDX Utilities and FDOT owned vacant parcel locations.

March 2004-January 2005

**Michigan Department of Transportation, Lansing, MI:** *Statewide Travel Analysis Section.* Duties included GIS, geocoding, and other related work with statewide and urban travel models and data entry. Project member of the Michigan Travel Counts Project. Was an integral part of the award-winning City Pairs project that helped identify the levels of connectedness amongst Michigan's 38 major urban areas.



## Andrew Davis

## Planning Technician



### Experience

2006- Present

**The Corradino Group, Inc., Miami, FL:** Planning Technician. Mr. Davis is a Planning Technician for Corradino's South Florida Planning Group. Primary responsibilities include research and support in the following areas: GIS and database support, assistance with identification of municipal & county land use/zoning codes, property ownership, countywide development patterns, local and regional urban and transportation planning issues. Mr. Davis has attended the FDOT Livable Communities Workshop and attends scheduled public meetings conducted by the Miami-Dade MPO, Miami-Dade Public Works and FDOT Public Workshops. Mr. Davis is experienced with Microsoft Word, Excel, PowerPoint, AutoCAD, and GIS.

### Education

Florida International University, Miami, FL  
(2004-Present)

### Professional Affiliations

Member, American Society of Civil Engineers  
Member, American Planning Association

### Project Experience

#### Fort Lauderdale-Hollywood International Airport Environment Impact Statement

Data collection, research of City and County records. Identification of Airport Tenant Relocation issues. Identification of surrounding right-of-way impacts in relation to the realignment of Griffin Road and CSX Rail Road. Coordination and identification of procedural issues associated with potential land swap and/or donation for required right-of-way between FDOT D-4, Fort Lauderdale Public Works, CSX Rail Road and Fort Lauderdale Airport. Identification of South Florida airport tenant lease rates for possible relocation opportunities.

#### FDOT D-6 Red Road Acquisition Parcels/Planning Analysis

Data collection, field inspection, research of City and County records. Identification of property ownership, land use and zoning issues. Identification of local and regional planning issues. Identification of concurrency issues.

#### The City of Miami Garden Transportation Concurrency Management Area

Input of Traffic Analysis data into excel spreadsheets and design of TCMA Maps.

#### The City of Hialeah Annexation Area Transportation Element

Analysis of transportation data within the annexation area and interpreting the data into spreadsheets and GIS maps.



### **The Town of Cutler Bay Transportation Master plan**

Analysis of transportation data within the towns' limits and interpreting the data into spreadsheets and GIS maps. Obtaining data that pertain to the town of Cutler Bay from different government agencies and inserting the data into the report.

### **The City of Miami Beach Transportation Element**

Analysis of transportation data within the cities limits and interpreting the data into spreadsheets and GIS maps. Obtaining data that pertain to the city from different government agencies and inserting the data into the report. Interpreting the city's budget in order to insert recommended projects into the cities future budget years.

### **The City of Doral Transportation Master plan**

Analysis of transportation data within the cities limits and interpreting the data into spreadsheets and GIS maps. Obtaining data that pertain to the city from different government agencies and inserting the data into the report.



BELL DAVID PLANNING GROUP, INC.  
Resolving Florida's Planning Challenges

## 5. COMMUNITY OUTREACH

Our Team has a long history of preparing Evaluation and Appraisal Reports, Comprehensive Plans, and other planning documents with strong visioning and public involvement components, and of coordinating extensive community outreach efforts. We are qualified and positioned to perform the community outreach process specified in the RFP.

A comparable large scale community outreach process was used for the City of Deltona, Florida's Community Strategic Plan, which was adopted in January 2008. Bell David Planning Group kicked off this planning process with a community vision forum attended by 125 community residents in August 2007, and followed up with a series of public workshops and steering committee meetings that ensured widespread public participation in the development of the plan. As a result, the City of Deltona Community Strategic Plan effectively reflects the community's vision, and provides a foundation for other planning efforts.

Another example is the City of Miami's 2005 Evaluation and Appraisal Report, which was conducted by the Corradino Group and Bell David Planning Group in 2004 - 2005. The Team kicked off the process by conducting six public workshops, one in each of the City's Commission districts, in order to maximize public input. The workshops were conducted in three languages (English, Spanish, and Creole), and were attended by 100's of residents.

In these and other public participation efforts, the Team has demonstrated an ability to create customized public participation processes that address the needs of the project and the community. The Team has employed a variety of tools to maximize community outreach, including radio and television public service announcements, advertisements, websites, community group outreach, surveys, press releases, and fliers.



## 6. REDISTRICTING SERVICES

Allan J. Lichtman, PhD., is a recognized national expert in redistricting, voting rights, and civil rights cases. Dr. Lichtman has worked as a consultant or expert witness for both plaintiffs and defendants in more than seventy-five voting, redistricting, and civil rights cases. He has been admitted as an expert witness in voting rights, political history, political systems, socio-economic analysis, statistical methodology, and quantitative analysis of data among other matters in more than seventy court cases in which he has presented oral or written testimony. His work includes more than a dozen cases for the United States Department of Justice and cases for many civil rights organizations, including the NAACP, the Legal Defense Fund, The Lawyers' Committee for Civil Rights Under Law, the Southern Poverty Law Center, the Mexican-American Legal Defense and Education Fund, and the Puerto Rican Legal Defense and Education Fund. He has participated as an expert witness in numerous voting rights cases in the state of Florida, including cases in which he was an expert consultant and witness for Miami-Dade County. The U. S. Supreme Court authoritatively cited his statistical work several times in its recent landmark decision on congressional redistricting in Texas, *League of United Latin American Citizens (LULAC) v. Perry*, 548 U.S. 399 (2006). Dr. Lichtman also has extensive experience as a redistricting adviser to Miami-Dade County and the City of Miami and Miami Beach and other state and local governments. He has made numerous public presentations on redistricting across the nation.

Tom Bonier has 17 years of redistricting experience, ranging from the technical aspects of drawing maps, to the political process of winning support for and eventually enacting district plans. He has drawn maps that were eventually enacted at all levels of representation, from local to congressional districts. Tom's experience also extends to supporting litigation efforts in the defense of redistricting plans he drew.

Josh Bocks (The Corradino Group) performs travel demand forecasting and GIS activities for projects including the Detroit River International Crossing EIS/EPE; Fort Lauderdale-Hollywood, FL, International Airport; Detroit Intermodal Freight Terminal Feasibility Study and EIS; and the University of Florida Master Plan. He has performed in-depth analysis on social/cultural issues, noise impacts, mitigation, right-of-entry, and many other aspects of planning. His GIS responsibilities have included database management, GPS positioning systems, Script Writing, Automated Concurrency Management System Development, FDOT System review reports, general mapping and spatial analysis, as well as, spatial projection management and creation and Inventory systems such as TriRail wayfinding signage, MDX Utilities and FDOT owned vacant parcel locations.



BELL DAVID PLANNING GROUP, INC.  
REGISTERED PROFESSIONAL ENGINEERS

As Supervisor of the Demographic Unit of Miami-Dade County's Department of Planning & Zoning from 1977 to 2006, Oliver Kerr was responsible for all demographic studies needed for the management of urban growth and development in Miami-Dade County. He acquired and used decennial census and other automated files to provide information needed by decision makers. He integrated the use of vital statistics, property assessment files, and impact fee files into a population growth and urban development monitoring system.



## B. APPROACH

The Team has the experience, local knowledge, expertise, and technology in order to provide the full range of services specified in Section 2.0 of RFQ No. 777. The Teams' approach to these services is as follows.

1. Public Meetings: The Consultant shall participate in redistricting meetings and discussions of appropriate boards and committees. Planned meetings would include a minimum of five (5) Redistricting Subcommittee meetings and a minimum of three (3) Board of County Commissioners hearings. The Consultant's role in the anticipated meetings is as follows:
  - a. Conduct an initial kick-off session with the Redistricting Subcommittee, describe the process and legal requirements, and discuss districting principles and planned community outreach.
  - b. Present results of community outreach, bloc voting analysis, and criterion used in map evaluation, including submittal requirements from members of the public to the Redistricting Subcommittee, and/or the Board of County Commissioners.

*Response: Present draft and final redistricting map proposals and public input to Redistricting Subcommittee, and/or the Board of County Commissioners for consideration and approval of a final plan. Response (1 and 2): The Bell David Team will coordinate closely with the County's Project Manager in order to assist in scheduling and coordinating these meetings. The Team will work with the County to coordinate and conduct the public meetings; and prepare presentation and handout materials, which may include PowerPoint presentations, comment sheets, descriptions of the Redistricting process, and mounted maps and aerials. The Team will coordinate with the assigned County Webmaster on the development of a project Webpage, and in the development of promotional and informational materials. Other coordination efforts will include meetings with elected officials, appointed officials, and other government agencies, as directed by the County Project Manager.*

2. Community Outreach: The Consultant shall schedule, present and receive public input at community meetings located at various locations throughout Miami-Dade County. It is anticipated that thirteen (13) community meetings will be scheduled. The Consultant's tasks are detailed as follows:
  - a. Conduct community outreach: Meet and explain the process with key community leaders in business and civic organizations; determine community leaders' expectations, and seek suggestions about the process; and develop a mailing list of people and organizations suggested by key community leaders to notify and invite to participate in the process. The Consultant shall provide non-English speaking support for non-English speaker inquiries.



BELL DAVID PLANNING GROUP, INC.  
Helping People's Planning Requirements

- b. Prepare illustrative materials, maps, brochures, and advertising for public meetings, workshops, and outreach;
- c. Prepare, and coordinate with County staff and the Citizens Advisory Board public notices and media releases;
- d. Facilitate meetings with the Redistricting Subcommittee, and/or the Board of County Commissioners, and provide a formal presentation on the scope, purpose, process, timelines, and legal issues. The Consultant shall request input from the public and document input received.

*Response: The Bell David Team will work closely with the County Project Manager in order to develop and implement an effective community outreach strategy. The Team, at the direction of the County Project Manager, will meet with and conduct presentations to key community leaders and groups. The Team will prepare all illustrative materials, including maps, brochures, and advertising. The Team will work with the County to coordinate and conduct the public meetings, and prepare presentation and handout materials, which may include PowerPoint presentations, comment sheets, descriptions of the Redistricting process, and mounted maps and aerials. The Team will provide Spanish and Creole speaking support at meetings, and in response to any telephone or written inquiries that are received. The Team will coordinate with the assigned County Webmaster on the development of a project Webpage, and in the development of promotional and informational materials. The Team will compile and document all public participation as a component of the Redistricting Plan.*

3. Redistricting Plans: The Consultant shall create at least four (4) draft redistricting plans and up to three (3) final redistricting plans for consideration by the Redistricting Subcommittee and the Board of County Commissioners. The Consultant shall ensure that each draft and final plan has districts that comply with federal and state criteria as well as the local criteria outlined in Resolution 511-04. The Consultant shall ensure compliance with Section 2 of the Voting Rights Act including, but not limited to, testing for vote dilution and polarization. The Consultant shall:
  - a. Procure and utilize ArcGIS software for the creation of the draft and final redistricting plans.
  - b. Prepare up to three (3) final redistricting plans for final consideration by the Board of County Commissioners.
  - c. Prepare an initial evaluation for redrawing Voter Precinct Boundaries based on revised Commission District Boundaries.

*Response: The Team will utilize the appropriate data and analysis and professional techniques in order to develop at least four redistricting plans and three redistricting plans. The Team has the required ability to utilize the technology, including ARC-GIS Redistricting software. Oliver Kerr, FAICP and*



former chief demographer for the County, will provide the Team with his expertise in the use of 2010 decennial federal census data and strong local knowledge on Miami-Dade County demographics and trends. Team Member Tom Bonier has 17 years of redistricting experience, ranging from the technical aspects of drawing maps, to the political process of winning support for and eventually enacting district plans. He has drawn maps that were eventually enacted at all levels of representation, from local to congressional districts. Tom's experience also extends to supporting litigation efforts in the defense of redistricting plans he drew.

The Corradino Group offers strong expertise in GIS and the use of the associated software as well. Josh Bocks performs travel demand forecasting and GIS activities for projects including the Detroit River International Crossing EIS/EPE; Fort Lauderdale-Hollywood, FL, International Airport; Detroit Intermodal Freight Terminal Feasibility Study and EIS; and the University of Florida Master Plan. He has performed in-depth analysis on social/cultural issues, noise impacts, mitigation, right-of-entry, and many other aspects of planning. His GIS responsibilities have included database management, GPS positioning systems, Script Writing, Automated Concurrency Management System Development, FDOT System review reports, general mapping and spatial analysis, as well as, spatial projection management and creation and Inventory systems such as TriRail wayfinding signage, MDX Utilities and FDOT owned vacant parcel locations.

4. **Bloc Voting Analysis:** The Consultant shall conduct performance tests to ensure compliance with Section 2 of the Voting Rights Act, including, but not limited to, testing for voting dilution and polarization. The Consultant shall issue a report for each of the draft and final redistricting plans outlining the results of the voting analysis.

*Response: In performing a racial bloc voting analysis and an analysis of alternative plans, Dr. Allan Lichtman will rely on standard data and methods used in social science. The database will consist of precinct-by-precinct election returns for minority vs. Anglo elections as well as the racial identification of candidates. It also includes contemporaneous precinct-by-precinct demographic data from the 2010 United States Census. This study relies on the same standard statistical methods that guided his previous work as a consultant and expert witness on voter behavior, including my work, including LULAC v. Perry, cited above. This study used these methods to estimate the extent of racially polarized voting by Hispanics, blacks, and Anglos. The study follows the ecological regression procedure approved by the United States Supreme Court in Thornburg v. Gingles, 478 U.S. 30 (1986), and applied by the Court to single-member district plans in Quilter v. Voinovich, 507 U.S. 146 (1993), and Growe v.*



BELL DAVID PLANNING GROUP, INC.  
Keeping North's Planning Requirements

*Emison, 507 U.S. 25 (1993). In the 2006 case, LULAC v. Perry, the U. S. Supreme Court relied on his use of this method to invalidate Texas Congressional District 23 under the state's redistricting plan on the ground that it failed to provide reasonable opportunities for Hispanic voters to elect candidates of their choice.*

*The voting behavior of members of each demographic group is estimated by comparing the racial and ethnic composition of the various precincts to the division of the vote among competing candidates in each precinct. The comparison uses the technique of ecological regression, a standard method for inferring the behavior of population groups from data collected for aggregate units such as voting precincts. The ecological regression procedure for analyzing the behavior of voter groups is set forth in Dr. Lichtman's co-authored book, Ecological Inference (Sage Series on Quantitative Applications in Social Science, 1978: with Laura Irwin Langbein), and analyzed in depth in his December 1991 article in the journal Evaluation Review. The results of this analysis are then applied to assess whether plans provide racial fairness and appropriately conform to legal standards. For appropriate methodology see, Allan J. Lichtman and J. Gerald Hebert, "A General Theory of Vote Dilution," La Raza 6 (1993).*

5. The Consultant shall:
  - a. Utilize the mapping software required by this Solicitation to develop draft maps and legal descriptions for adjustment of the County Commission District boundaries.
  - b. The County requires GIS files (personal geo-database) from the Consultant that display newly defined district boundaries.
  - c. The Consultant shall issue a report for each of the draft and final redistricting plans outlining the results of the bloc voting analysis.
  - d. Timeline: The Consultant shall provide a detailed timeline for all requirements of this Scope of Services that allows for final adoption of the revised Commission District Boundaries by December 6, 2011. The Consultant shall provide County staff with a bi-weekly report on the project status.

*Response): The Team understands, shall comply with, and will provide deliverables in accordance with 5.a. to 5.d. above. Note: Bell David Planning Group and the Team do not take exception to any of the terms of this Solicitation.*

**ADDITIONAL SERVICES:**

The following additional services may be required of the Consultant, on an as needed basis. It is important that the proposer demonstrate its ability to perform these services, and provide an hourly rate for such work.



- **Expert Testimony:** The Consultant shall provide expert technical assistance to the County in the event any legal action arises relating to the redistricting process of plans developed with Consultant's assistance. The Consultant shall provide expert testimony and technical services, if necessary, in state and federal court in the area of redistricting.

*Response: Allan Lichtman has worked as a consultant or expert witness for both plaintiffs and defendants in more than seventy-five voting, redistricting, and civil rights cases. He has been admitted as an expert witness in voting rights, political history, political systems, socio-economic analysis statistical methodology, and quantitative analysis of data among other matters in more than seventy court cases in which he has presented oral or written testimony. His work includes more than a dozen cases for the United States Department of Justice and cases for many civil rights organizations, including the NAACP, the Legal Defense Fund, the Lawyers' Committee for Civil Right Under Law, the Southern Poverty Law Center, the Mexican-American Legal Defense and Education Fund, and the Puerto Rican Legal Defense and Education Fund. He has participated as an expert witness in numerous voting rights cases in the state of Florida, including cases in which he was an expert consultant and witness for Miami-Dade Florida. The U. S. Supreme Court authoritatively cited his statistical work several times in its recent landmark decision on congressional redistricting in Texas, League of United Latin Am. Citizens (LULAC) v. Perry, 548 U.S. 399 (2006). Dr. Lichtman also has extensive experience as a redistricting adviser to Miami-Dade County and the City of Miami and Miami Beach and other state and local governments. He has made numerous public presentations on redistricting across the nation.*

- The Consultant must have access to ArcGIS software. The County will provide the Consultant with one (1) license for the County-specified redistricting software for use during the course of the project. Additional licenses requested by the Consultant shall be indicated below and will be factored into the price proposal:

*Response: The Team has access to ArcGIS software. The Corradino Group has licensed copies.*

o Number of additional software licenses requested:   1  

- Technical services (professional services) as may be necessary for the fulfillment of the project scope. Such services shall be authorized by the County in writing.

*Response: The Team will provide such services upon request.*



## 6. Schedule and Staffing Plan

Task 1. Public Meetings – June through December 2011  
Schedule to be coordinated with County Project Manager

### Task 1 Team members

Jerry H. Bell - 120 hours  
Alex David - 100 hours  
Scarlet Hammons – 80 hours  
Joseph Corradino -12 hours  
Josh Bocks – 20 hours  
Andrew Davis – 50 hours  
Oliver Kerr– 40 hours  
Allan Lichtman, PhD - 20 hours  
Tom Bonier – 20 hours

Task 2. Community Outreach – June through September 2011  
Schedule to be coordinated with County Project Manager

### Task 2 Team members

Jerry H. Bell – 120 hours  
Alex David – 100 hours  
Scarlet Hammons – 80 hours  
Joseph Corradino– 10 hours  
Josh Bocks– 60 hours  
Andrew Davis– 80 hours  
Oliver Kerr– 30 hours  
Allan Lichtman, PhD – 20 hours

Task 3. Redistricting Plan – June through December 2011

### Task 3 Team Members

Jerry H. Bell – 20 hours  
Josh Bocks – 30 hours  
Oliver Kerr – 40 hours  
Allan Lichtman, PhD – 80 hours  
Tom Bonier – 100 hours

Task 4. Voting Bloc Analysis – June through December 2011

### Task 4 Team Members

Jerry H. Bell 20 hours  
Josh Bocks – 20 hours  
Oliver Kerr – 40 hours  
Allan Lichtman, PhD – 120 hours  
Tom Bonier – 76 hours



### STAFF RATES

Jerry Bell	\$125.00/hour
Alex A. David	\$125.00/hour
Joe M. Corradino	\$200.00/hour
Scarlet Hammons	\$100.00/hour
Josh Bocks	\$85.00/hour
Andrew Davis	\$35.00/hour
Oliver Kerr	\$125.00/hour
Allan Lichtman	\$400.00/hour
Tom Bonier	\$225.00/hour

### PROPOSED PRICE BREAKDOWN\*

Jerry Bell	\$40,000
Alex A. David	\$25,000
Joe M. Corradino	\$4,400
Scarlet Hammons	\$16,000
Josh Bocks	\$11,050
Andrew Davis	\$4,550
Oliver Kerr	\$18,750
Allan Lichtman	\$96,000
Tom Bonier	\$44,100
<b>Total</b>	<b>\$259,850</b>

\*Note: Cost includes all fees to be incurred by Bell David Planning Group and the Team, with the exception of printing costs, mailing costs, advertising costs, and the cost of more than three round trip airfares for Allan Lichtman, Ph.D. One printer ready electronic version of all deliverables and promotional materials, and 15 hard copies, will be provided for no fee.

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: Commission Redistricting Consultant Services Project No.: 777
(2) Department: Procurement Management
(3) Proposer's Name: Bell David Planning Group
Address: 774 NE 126th Street, Suite 1 North Miami, FL Zip: 33161
Business Telephone: (305) 215-6302

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL NO.
Rows include: Jerry H. Bell (Principal, Bell David Planning Group, (305) 215-6302), Alex A. David (Principal, Bell David Planning Group, (786) 514-0121), Oliver Kerr (Self-Employed, (786) 287-6146), Allan J. Lichtman (Self-Employed, (202) 885-2411), Thomas T. Bonier (Self-Employed, (202) 459-2165), Joseph M. Corradino (President, The Corradino Group, (305) 594-0735)

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: [Signature] Title: Principal
STATE OF FL
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 20th day of April 2011, by Jerry Bell, a [Signature], who is personally known to me or who has produced [Signature] as identification and who did/did not take an oath.

[Signature] (Signature of person taking acknowledgement)
Nancy Medina (Name of Acknowledger typed, printed or stamped)
[Blank] (Title or Rank) [Blank] (Serial Number, if any)



Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated April 13, 2011

Addendum #2, Dated, 201

Addendum #3, Dated, 201

Addendum #4, Dated, 201

Addendum #5, Dated, 201

Addendum #6, Dated, 201

Addendum #7, Dated, 201

Addendum #8, Dated, 201

Addendum #9, Dated, 201

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: Jerry H. Bell Date: April 19, 2011

Print Name: Jerry H. Bell Title: Principal

Firm Name: Bell David Planning Group

***ADDENDUM NO. 1***

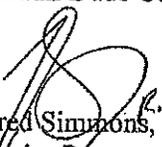
DATE: April 13, 2011  
TO: ALL PROSPECTIVE PROPOSERS  
SUBJECT: Request For Qualifications (RFQ) No. 777  
Commission Redistricting Consultant Services

This addendum becomes a part of the subject Request for Qualifications.

**The New proposal due date is April 21, 2011.**

**All other information remains the same.**

Miami-Dade County

  
Fred Simmons, Jr., CPPO  
Senior Procurement Contracting Officer

cc: Clerk of the Board  
Oren Rosenthal, Assistant County Attorney  
File



By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents:

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: 55-0822656

Firm Name: Bell David Planning Group

Address: 774 NE 126<sup>th</sup> Street, Suite 1

City/State/Zip: North Miami, FL 33161

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: Jerry H. Bell

Print Name: Jerry H. Bell Title: Principal

Date: April 19, 2011

STATE OF FL  
COUNTY OF Miami Dade

SUBSCRIBED AND SWORN TO (or affirmed) before me on 4-20-11  
(Date)

by Jerry Bell (Affiant) He/She is personally known to me or has

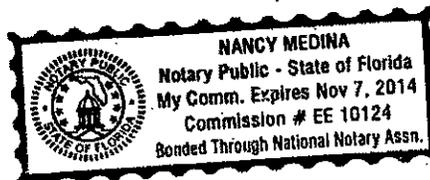
presented \_\_\_\_\_ as identification.  
(Type of Identification)

Nancy Medina  
(Signature of Notary)  
Nancy Medina  
(Print or Stamp Name of Notary)

\_\_\_\_\_  
(Serial Number)  
11/7/2014  
(Expiration Date)

Notary Public FL  
(State)

Notary Seal





# MIAMI-DADE COUNTY - LOCAL BUSINESS TAX

## Pay Your Local Business Tax



Please print this page for your records. You will receive an e-Mail confirmation containing this payment information within an hour.

### CONFIRMATION OF PAYMENT

<b>Receipt Number:</b>	<b>Amount Due:</b>	<b>View Details:</b>
556992-7	\$175.00	

<b>Payment Date:</b>	<b>04/20/2011</b>
<b>Payment Time:</b>	<b>15:21:49 EDT</b>
<b>Amount Paid:</b>	<b>\$175.00</b>
<b>Authorization Number:</b>	<b>215078</b>
<b>Card Holder Name:</b>	<b>Jerry H. Bell</b>
<b>Credit Card:</b>	<b>Visa-xxxxxxxxxxxx8048</b>
<b>Confirmation Number:</b>	<b>21943</b>



Copyright 2003 Miami-Dade County. All rights reserved. [Privacy Policy](#)

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W FLAGLER ST  
1ST FLOOR  
MIAMI FL 33130

2009 LOCAL BUSINESS TAX RECEIPT 2010  
MIAMI-DADE COUNTY STATE OF FLORIDA  
EXPIRES SEPT 30 2010  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A ART. 9 & 10

FIRST CLASS  
U.S. POSTAGE  
PAID  
MIAMI FL  
PERMIT NO. 231

533258-0 THIS IS NOT A BILL - DO NOT PAY RENEWAL  
BUSINESS NAME / LOCATION RECEIPT NO. 556992-7  
BELL DAVID PLANNING GROUP INC  
80 SW 8 ST 2000  
33130 MIAMI

OWNER  
BELL DAVID PLANNING GROUP INC  
Sec. Type of Business  
212 CONSULTANT

THIS IS ONLY A LOCAL  
BUSINESS TAX RECEIPT. IT  
DOES NOT PERMIT THE  
HOLDER TO VIOLATE ANY  
EXISTING REGULATORY OR  
ZONING LAWS OF THE  
COUNTY OR CITY. THIS  
DOES NOT EXEMPT THE  
HOLDER FROM ANY OTHER  
PERMITS OR LICENSES  
REQUIRED BY LAW. THIS IS  
NOT A CERTIFICATION OF  
THE HOLDER'S QUALIFICA  
TIONS.

DO NOT FORWARD

BELL DAVID PLANNING GROUP INC  
JERRY H BELL PRES  
80 SW 8 ST #2000  
MIAMI FL 33130

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR

10/05/2009  
6000000077  
000060 00

SEE OTHER SIDE



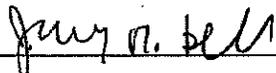
**FORM A-5  
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer Bell David Planning Group

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Oliver Kerr 8305 SW 106 Terrace Palmetto Bay, FL 33157		Demographic Analysis, Census Data	M	C
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

**I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.**

	Jerry H. Bell	Principal	4/19/2011
Signature of Proposer's Authorized Representative	Print Name	Print Title	Date

**FORM A-5  
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer Bell David Planning Group

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Allan J. Lichtman 9219 Villa Drive Bethesda, MD 20817		Redistricting Plans, Block Grant Analysis	M	C
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

	Jerry H. Bell	Principal	4/19/2011
Signature of Proposer's Authorized Representative	Print Name	Print Title	Date

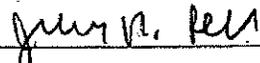
**FORM A-5  
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer Bell David Planning Group

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Thomas T. Bonier 1803 Everest Street Silver Spring, MD 20902		Redistricting Plans	M	C
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

**I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.**

	Jerry H. Bell	Principal	4/19/2011
Signature of Proposer's Authorized Representative	Print Name	Print Title	Date

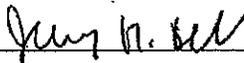
**FORM A-5  
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

Name of Proposer Bell David Planning Group

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
The Corradino Group 4055 NW 97 <sup>th</sup> Avenue Doral, FL 33	Joseph M. Corradino	Public Involvement, Public Information, Mapping, Graphics	M	C
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

**I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.**

	Jerry H. Bell	Principal	4/19/2011
Signature of Proposer's Authorized Representative	Print Name	Print Title	Date

Form A-6

**FAIR SUBCONTRACTING POLICIES**  
**(Section 2-8.8 of the Miami-Dade County Code)**

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

**Bell David Planning Group shall comply with Section 2-8.8 of the Miami-Dade County Code.**

---

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: John M. Bell

Title: Principal Date: 4/19/2011

Firm Name: Bell David Planning Group

Form B-1  
Price Proposal Schedule

**GENERAL:**

The pricing evaluation is used as part of the evaluation process to determine recommended Proposer(s). The Redistricting Subcommittee will evaluate each Proposer's lump sum offer to complete the work outlined in the Scope of Services, and the hourly fee proposed for performing services included as "Additional Services".

**INSTRUCTIONS:**

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks and make no other marks. The proposer is required to provide a breakdown of its proposed lump sum price, as outlined on this Form B-1.

Please indicate the total proposed price to provide the services described in Section 2.0, except the "Additional Services." \$259,850.00  
Proposer's Price

Using a separate sheet, provide a breakdown of the proposed price. Indicate the personnel that will complete tasks and activities related to the Scope Of Services, the number of hours the individual(s) will devoted to a specific task or activity, and the cost incurred that goes into the total proposed price. Additionally, please indicate materials and equipment costs, overhead, and any miscellaneous cost items that will be used to perform the Scope Of Services which is included in the total proposed price. The breakdown costs should equal the total proposed price.

**Note:**

After award, the County and Selected Propose(s) will develop a mutually agreeable Progress Payment Schedule. The negotiated Price will be paid via milestone payments to the Selected Proposer(s) based on the completion of certain work identified in the Progress Payment Schedule.

Please indicate the hourly rate and classification of individuals that would perform work under the "Additional Services" category (see section 2.0 of the RFQ).

Expert Testimony:	<u>Allan J. Lichtman</u>	\$400.00 per/hr.
	Classification	
	<u>Thomas T. Bonier</u>	\$225.00 per/hr.
	Classification	
	<u>Oliver Kerr</u>	\$125.00 per/hr.
	Classification	
	<u>Jerry H. Bell</u>	\$125.00 per/hr.
	Classification	
Technical Services:	_____	\$ _____ per/hr.
	Classification	
	_____	\$ _____ per/hr.
	Classification	
	_____	\$ _____ per/hr.
	Classification	

Please use separate sheet if necessary:

Proposer: Bell David Planning Group

Authorized Signature: Jerry H. Bell

Print Name & Title: Jerry H. Bell, Principal

**Note:** Proposer must submit documentation which authorizes signature, and authority to bid the entity to the price quoted.

# MIAMI-DADE COUNTY

## RESPONSE TO REQUEST FOR PROPOSALS FOR COMMISSION REDISTRICTING CONSULTING SERVICES (RFQ 777)

BELL DAVID PLANNING GROUP  
ALLAN LICHTMAN, PH.D., AND TOM BONIER  
OLIVER KERR, FAICP  
THE CORRADINO GROUP

May 4, 2011

2B

# Bell David Planning Group

- Based in North Miami
- Experience and expertise in a wide range of areas, including the management of large scale public involvement projects, special studies, comprehensive plans, land use, zoning, and workshop and meeting facilitation
- Principals are former Miami-Dade County employees with over 45 years of professional experience
- Project management, team coordination, data collection and analysis, public involvement

# Bell David Planning Group

- Local Government Clients (Current and Former)

Miami-Dade County  
City of Homestead  
Town of Cutler Bay  
Village of Palmetto Bay  
City of South Miami  
City of Miami  
City of Hialeah  
City of Hialeah Gardens  
City of Doral  
City of Miami Springs  
Village of Virginia Gardens  
City of North Bay Village  
Village of El Portal  
Village of Biscayne Park  
City of North Miami  
City of North Miami Beach  
Indian Creek Village  
City of Sunny Isles Beach  
City of Aventura

Town of Highland Beach  
Town of Manalapan  
Town of Lake Park  
Village of Royal Palm Beach  
Village of Tequesta  
City of Oviedo  
City of Deltona  
City of West Melbourne  
City of Port Richey  
Southwest Florida Regional  
Planning Council

# Dr. Allan J. Lichtman

- Nationally recognized expert in redistricting, voting, rights and civil rights cases
- In 1990 assisted with the Miami-Dade County redistricting effort. Has also worked with Miami and Miami Beach.
- Has served as a consultant or expert witness in over 75 voting, redistricting and civil rights cases
- Chair of the History Department at American University, 1997 – 2001. Remains on faculty.
- Regular political analyst for CNN Headlines news

## Oliver Kerr

- Supervisor of Demographic Unit of the Miami-Dade Department of Planning & Zoning from 1977 to 2006.
- Responsible for County demographic studies
- Used decennial census and other data to provide information needed by decision makers
- Senior Research Associate for the FIU Metropolitan Center in downtown Miami
- Fellow and Charter Member of the American Institute of Certified Planners

# The Corradino Group

- Established in 1970
- Regional headquarters in Doral
- A multi-disciplinary firm with a 150-person staff, adept at handling a myriad of issues faced by local governments
- Will assist in public participation, mapping, design and graphics

# Approach

- Public Meetings – At least five redistricting subcommittee meetings, three BCC hearings
  - June – December 2011
- Community Outreach – At least 13 community meetings, and coordination of other community outreach efforts
  - June – September 2011
- Redistricting plans - At least four draft redistricting plans, and up to three final redistricting plans for consideration.
  - June – December 2011
- Bloc voting analysis to ensure compliance with Section 2 of the Voting Rights Act
  - June – December 2011

# Why Us?

- Redistricting and Voting Rights Experts
- Local Expertise
- National expertise
- Public Involvement Experts
- Demographic Experts
- Mapping and GIS experts
- Local presence, immediate response

Approved \_\_\_\_\_ Mayor

Agenda Item No. 2C

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION WAIVING ADMINISTRATIVE AND IMPLEMENTING ORDERS, APPROVING CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF [ ] BETWEEN [ ] AND MIAMI-DADE COUNTY FOR REDISTRICTING CONSULTING SERVICES (RFQ NO. 777) AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AS WELL AS ALL OTHER RIGHTS CONTAINED THEREIN.

**WHEREAS**, the Board of County Commissioners is required to undertake the task of decennial redistricting in accordance with the recently released 2010 census data; and,

**WHEREAS**, the Board desires to hire redistricting consultant services to assist in the redistricting process; and,

**WHEREAS**, the Chairman of the Board of County Commissioners has appointed a Redistricting Subcommittee to oversee the redistricting process and make recommendations to the Board regarding redistricting consultant services, and redistricting; and

**WHEREAS**, the Redistricting Subcommittee has reviewed the proposals by redistricting consultants in response to RPQ No. 777 and recommends that the Board enter into an agreement, in substantially the form as attached hereto, with [ ] to provide these services;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that, notwithstanding any contrary provisions of any administrative or implementing order which are hereby waived, this Board approves an agreement in the amount of \$[ ] with [ ], in substantially the same form as attached hereto, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions as well as all other rights contained therein.

The Prime Sponsor of the foregoing resolution is Commissioner . It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this , 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

FLORIDA

MIAMI-DADE COUNTY,

BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

