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Alaska Redistricting Board via Office of the Governor, September 29, 2010

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Patton Boggs LLP, Michael D. White, (attachments not available)

Alaska Redistricting Board

3901 Old Seward Hwy., Ste. 141
Anchorage, AK 99503

Request for Information (RFI) Legal Consulting Services

Background

The Alaska Redistricting Board (Board) issues this Request for Information (Request) for qualified legal counsel to advise and defend the Board during the upcoming legislative reapportionment cycle.

Scope of Work

The scope of work shall consist primarily of advising the Board and its staff on Alaska and federal law applicable to the roles and responsibilities of the Board in the formulation, consideration and adoption of a Redistricting Plan for the Alaska State Legislature (Plan). This Plan must be adopted not later than 90 days after 2020 census data is officially released by the United States Census Bureau.

Services include assisting the Board and its staff in complying with the Alaska State Constitution and relevant Alaska statutes and case law, as well as the United States Constitution and applicable federal statutes and case law, including the Voting Rights Act. Counsel should also be prepared to defend the Plan developed by the Board in the trial and appellate courts of the state, and, if necessary, in the relevant federal courts.

Services include attendance by the lead attorney at Board meetings as determined by the Project Director, preparation of memos of advice for the Board and staff, and other legal duties as assigned by the Board or the Project Director.

It is anticipated that any contract resulting from this Request will involve periodic involvement of counsel while the Board is developing a Plan. After the Plan is adopted, the Plan may be challenged in court. If a court challenge is filed, the case would proceed on an expedited basis in order to meet the June 1, 2022 filing deadline for candidates for legislative office.

If there is litigation, it is expected that the lead attorney and other key personnel in the law firm will represent the Board and devote substantial time and resources to the legal defense of the Plan.

Response Requirements

Responses must include the complete name and address of the responders' firm and the name, mailing address, and the telephone number and email address of the key contact person regarding details of the response.

Responses must be signed by a company officer empowered to bind the company.

Responders must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule including:

- A. An organizational chart specific to the personnel assigned to accomplish the work called for in this Request; illustrate the lines of authority; designate the individual responsible and accountable for the completion of the work.
- B. A narrative description of their firm's qualifications and prior experience including the Lead Attorney and Key Personnel's experience in advising clients in Alaska with regard to:
 - a. statutory duties;
 - b. matters of federal and state constitutional law
 - c. legal aspects of the operation of public agencies and their interactions with the public;
 - d. state or municipal elections including state and federal voting rights issues pertaining to redistricting; and
 - e. trial experience; and experience with appeals before the Alaska Supreme Court.
- C. A description of the firm's qualifications and experience advising clients on elections related matters in Alaska and other Alaska statutes and regulations.
- D. A description of any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, awards and recognition received for similar services or special approaches or concepts relevant to the required services.
- E. Details about the firm's ownership, headquarters, branch or affiliate offices and length of time in business.
- F. A description of the firm's structure, size and capabilities/quantities available in terms of personnel and equipment. Indicate if the award of this contract would require the acquisition of additional space, equipment, personnel or any other items. Be as specific as possible (*i.e.*, how much additional space, specific equipment, the number and function of additional employees, etc.)

Lead Attorney and Key Personnel

Lead Attorney: Responders shall identify the responsibilities, percentage of time, and the individual who will be the lead attorney, working directly with the Board, with overall responsibility for the assignments. Responder must clearly indicate locations and/or judicial districts or jurisdictions in which the lead attorney practices. Responder must provide the Lead Attorney's resumé and location(s) where work will be performed.

Key Project Personnel: Responders shall identify the responsibilities of and the key individuals who will be assigned to the proposed contract. Responders must clearly indicate locations and/or judicial districts or jurisdictions in which they practice. Responders shall provide the resúmes and work location(s) of each key personnel.

Responders must provide the firm's hourly billing rates for the

1. Lead Attorney;
2. Key Personnel or Associates;
3. Para-Legal; and
4. Any other individuals that may provide services under the contract.

The hourly rates and daily rates to attend Board meetings must be included in the firm's response as well as any other fees or expenses that would be billed to the Board throughout the contract term.

NOTE: Reimbursement for out-of-pocket expenses will be limited to items authorized by the Project Director and items set out in any future contract.

References

Responders are encouraged to provide (*as appropriate under the rules of professional conduct governing attorney/client confidences*) a listing of any current or past clients similar to the Redistricting Board, a brief description of services provided, and a contact name and phone number of any such clients who may be contacted.

Funding Source

Funding for the Alaska Redistricting Board is subject to Legislative appropriation.

Submission Details, Deadline

Provide one electronic copy of the requested information to the email address below. Responses to this Request must be received no later than 4:00 p.m. AST, on January 29, 2021.

- Peter.Torkelson@akredistrict.org

This Request in no manner obligates the Board to pursue a contractual relationship with an entity that responds to this Request or limits or restricts the Board to pursue a contractual relationship with an entity that does not respond to this Request.

This Request in no manner obligates the Board to pay any costs incurred in the preparation of any response to this Request. A party responding to this Request is responsible for all costs associated with their response. Responses become the property of the Board and may be subject to public disclosure.

Questions should also be directed to Peter Torkelson at

- Peter.Torkelson@akredistrict.org
- 907-406-2894

**RFP for Legal Consultant for the Alaska Redistricting Board
September 29, 2010**

STATE OF ALASKA



**Office of the Governor
Division of Administrative Services
For Redistricting Board
Attn: R. Shawn Henderson
240 Main Street, Suite 300
P.O. Box 110001
Juneau, Alaska 99811**

**Request For Proposals
RFP #2011-0001-9840
Date of Issue: September 29, 2010**

Legal Consultant

The State of Alaska, Redistricting Board, is soliciting proposals for a Legal consultant to provide formal and informal legal advice in connection with the Board's duties under Article VI of the Alaska Constitution

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**R. Shawn Henderson
Procurement Officer
Office of the Governor**

**Senator John Torgerson
Project Director
Redistricting Board**

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**SECTION ONE
INTRODUCTION AND INSTRUCTIONS**

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit six copies of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as set out below.

**Office of the Governor
Division of Administrative Services
For the Redistricting Board
Attention: R. Shawn Henderson
Request for Proposal #2011-0001-9840
Project name: Legal Consultant
240 Main Street, Suite 300
Juneau, Alaska 99811-0001**

**Phone: 907- 465-3899
Fax: 907-465-2211
TDD 907-465-3514**

shawn.henderson@alaska.gov

Proposals must be received no later than **10:00 AM, October 11, 2010**

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represent the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately November 1, 2010, until completion, approximately October 31, 2012.

The approximate contract schedule is as follows:

- Issue RFP: **October 29, 2010,**
- Proposals due date: **October 11, 2010,**
- Proposal Evaluation Committee complete evaluation by: **October 18, 2010**
- State issues Notice of Intent to Award a Contract: **October 19, 2010**
- State issues contract: **November 1, 2010.**

1.03 Purpose of the RFP

The Office of the Governor on behalf of the Redistricting Board, is soliciting proposals for a contractor to provide legal advice in connection with the Board's duties under Article VI of the Alaska Constitution. Legal services will be provided relating to the 2010 redistricting effort. The work shall consist primarily of advice to the Alaska Redistricting Board and its staff pertaining to Alaska and federal law which relates to the roles and responsibilities of the redistricting board in the formulation, consideration and adoption of a redistricting plan for the Alaska State Legislature which must be adopted not later than 90 days after redistricting census data is officially released by the United States Census Bureau. Services under the contract will include assisting the redistricting board and its staff in obtaining preclearance of the plan by the United States Department of Justice under the federal Voting Rights Act. Counsel will also be responsible for defending the plan developed by the Board in the trial and appellate courts of the state, and, if necessary, in the relevant federal courts. The plan must be precleared and legislative districts established in the plan must be in place no later than June 1, 2012.

1.04 Budget

The Redistricting Board estimates an initial budget of \$500,000 for this contract with additional funding available for Anticipated Contract Amendments.

1.05 Location of Work

The consulting services will be performed in Anchorage or at another location as determined by the Project Director.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (b) the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with (a) or (b) of this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than seven days prior to the deadline for receipt of proposals.

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least seven days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

All questions should be in writing and directed to the issuing office, addressed to the procurement officer. The interested party should also confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.11 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

1.12 State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Subcontractors may not be used to perform work under this contract.

1.15 Joint Ventures

Joint ventures are not acceptable.

1.16 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Redistricting Board, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Redistricting Board determination regarding any questions of conflict of interest shall be final.

1.18 Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

1.19 News Releases

News releases related to this RFP will not be made without prior approval of the Project Director.

1.20 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.21 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.22 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.23 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the opening date.

2.02 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.03 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

2.04 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.05 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.06 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the PEC. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.07 Minimum Prior Experience

Offerors must include evidence in their proposal that demonstrates they possess the following minimum prior experience in order for their proposal to be considered responsive.

- Offerors must have at least 5-years of experience in advising clients regarding Alaska Administrative Law and Administrative Procedures.
- Offerors must have experience in advising clients regarding state or municipal elections including compliance with the federal Voting Rights Act.
- Lead Counsel of Offerors must have at least 5-years experience as counsel representing clients in litigation in the Superior and Supreme courts of the State of Alaska.
- Lead counsel of offerors must possess a broad knowledge of the state's geographical regions, cultural diversity, and the peoples of Alaska

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.08 Evaluation of Proposals

The Redistricting Board will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SIX of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.09 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

2.10 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

(e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game.
- Liquor licenses issued by Alaska Department of Revenue for alcohol sales only.
- Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance.
- Mining licenses issued by Alaska Department of Revenue.

2.11 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.12 5 Percent Alaskan Bidder Preference 2 AAC 12.260 & AS 36.30.170

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and

(e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaskan Bidder Preference Affidavit

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

2.13 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The formula set out below will be used to evaluate the cost of each proposal.

$$\frac{[(\text{Price of Lowest Cost Proposal} \times \text{Maximum Points Available for Cost})]}{(\text{Cost of Each Higher Priced Proposal})}$$

2.14 Alaskan Offeror's Preference AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

2.15 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at the Redistricting Office in Alaska. The offeror will be responsible for their travel and per diem expenses if negotiations are held.

2.16 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.17 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.18 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
 - b. the signature of the protester or the protester's representative;
 - c. identification of the contracting agency and the solicitation or contract at issue;
 - d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (b) the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a fixed hourly rate and flat rate contract. Proposals received that do not include the Offeror's Proposed Cost Price Sheet will be considered non-responsive. Additionally, the Redistricting Board agrees to reimburse the contractor on a monthly or periodic basis for authorized out-of-pocket expense incurred in performance of this contract.

3.02 Contract Approval

This RFP does not, by itself, obligate the Redistricting Board. The Board's obligation will commence when the contract is approved by the Redistricting Board. Upon written notice to the contractor, the Redistricting Board may set a different starting date for the contract. The Board will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Board.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Board.

Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.05 Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B2 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

None required.

3.08 Contract Funding

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

3.09 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the Project Director.

3.10 Contract Payment

No payment will be made until the contract is approved by the Redistricting Board. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 Contract Personnel

Any change of the names of the personnel identified in the proposal must be approved, in advance and in writing, by the Redistricting Board. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the Redistricting Board determine that corrections or modifications are necessary in order to accomplish its intent, the Redistricting Board may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Board to terminate the contract. In this event, the Board may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.13 Termination for Default

If the Redistricting Board determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Board may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Board's termination rights under the contract provisions of Appendix A, attached.

3.14 Contract Changes - Anticipated Amendments

During the course of this contract, there will be anticipated contract amendments where the contractor may be required to perform additional services. The additional work will be within the general scope of the initial contract and must be completed at the rates established under the original contract. When additional services are required, the Redistricting Board will provide the contractor a written description of the required services and request the contractor to submit an estimated time schedule for accomplishing the additional services. Cost and pricing data must be provided in accordance with AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required approvals necessary for the amendment and issued a written contract amendment, approved by the Redistricting Board.

3.15 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR SCOPE OF WORK

4.01 Scope of Work

The scope of work shall consist primarily of advice to the Alaska Redistricting Board and its staff pertaining to Alaska and federal law which relates to the roles and responsibilities of the redistricting board in the formulation, consideration and adoption of a redistricting plan for the Alaska State Legislature which must be adopted not later than 90 days after redistricting census data is officially released by the United States Census Bureau. Services include assisting the Redistricting Board and its staff in obtaining preclearance of the plan by the United States Department of Justice under the Federal Voting Rights Act. Counsel will also be responsible for defending the plan developed by the Board in the trial and appellate courts of the state, and, if necessary, in the relevant federal courts.

It is anticipated that any contract resulting from this solicitation will involve periodic involvement of counsel while the Board is developing a plan. The Board is required to develop an initial plan within 30 days after release of the redistricting census data which will likely be during the first quarter of calendar year 2011. The Board conducts hearings around the state on this plan and must adopt a final plan within 90 days after official release of the census data. These services include attendance by the lead attorney at Board meetings as determined by the Project Director, preparation of memos of advice for the Board and staff, and other legal duties as assigned by the Board or the Project Director. After the plan is adopted, the plan may be challenged in court. If a court challenge is filed, the case would proceed on an expedited basis in order to meet the June 1, 2012 filing deadline for candidates for legislative office. If there is litigation, it is expected that the lead attorney and others key personnel in the law firm will be required to represent the Redistricting Board and devote substantial time and resources to the legal defense of the plan.

SECTION FIVE PROPOSAL FORMAT AND CONTENT

5.01 Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

5.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

5.03 Understanding of Project

Offeror must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

5.04 Experience, Organization, Lead Attorney and Key Personnel

A. Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of the RFP.

B. Offerors must provide

(1) a narrative description of their firm's qualifications and prior experience including the Lead Attorney and Key Personnel's experience in advising public agencies in Alaska with regard to: (i) statutory duties; (ii) matters of federal and state constitutional law; (iii) legal aspects of the operation of public agencies and their interactions with the public; (iv) state or municipal elections including federal voting rights issues pertaining to redistricting; and (vi) trial experience; and experience with appeals before the Alaska Supreme Court.

(2) a description of the firm's qualifications and experience advising clients on elections in Alaska and other Alaska statutes and regulations.

(3) (as appropriate under the rules of professional conduct governing attorney/client confidences) a listing of any other current or past clients similar to the Redistricting Board, a brief description of services provided, and a contact name and phone number of any such clients who may be contacted.

(4) A discussion of the firm's ownership, headquarters, branch or affiliate offices and length of time in business.

(5) A discussion of the firm's structure, size and capabilities/quantities available in terms of personnel and equipment. Indicate if the award of this contract would require the acquisition of additional space, equipment, personnel or any other items. Be as specific as possible, i.e., how much additional space, specific equipment, the number and function of additional employees, etc.

(6) a description of any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, awards and recognition received for similar services or special approaches or concepts relevant to the required services.

Lead Attorney and Key Personnel

A. Offeror shall provide a personnel roster that identifies lead counsel and other key personnel who will actually work on the contract and provide the following information about each person listed:

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] the hourly rate for each person assigned to the contract.

B. Lead Attorney: Offeror shall identify the responsibilities, percentage of time, and the individual who will be the lead attorney, working directly with the client, with overall responsibility for the assignments.

C. Key Project Personnel: Offeror shall identify the responsibilities of and the key individuals who will be assigned to the proposed contract. Offeror must clearly indicate locations and/or judicial districts or jurisdictions in which they practice.

5.05 Cost Proposal

Offeror's must provide the firm's hourly billing rates for the Lead Attorney, Key Personnel or Associates, Para-Legal, and any other individuals that may provide services under the contract. The hourly rates and daily rates to attend Redistricting Board meetings must be listed on the Offeror's Proposed Cost Sheet (Attachment 6), and submitted with the firm's proposal.

NOTE: Reimbursement for out-of-pocket expenses will be limited the items authorized by the Project Director and items set out in a contract resulting from this RFP.

5.06 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section Six.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SIX EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

The Evaluation Committee will evaluate the proposals weighing each of the evaluation factors as follows:

6.01 Understanding of Project – 10%

- [a] How well does has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the required services?
- [c] How well has the offeror demonstrated their understanding of the Voting Rights Act of 1965?

6.02 Experience, Qualifications, Lead Attorney and Key Personnel – 40%

- [a] How extensive is the legal experience of the individual (s) assigned to the project including the Lead Attorney, Key Personnel, Para-legal, and other Associates, and do they have experience working on similar projects?
- [b] How extensive is the experience of the Lead Attorney, Key Personnel, Para-legal, and other Associates in practicing Administrative Procedures and Administrative Law in Alaska?
- [c] How extensive is the experience of the Lead Attorney, Key Personnel, Para-legal, and other Associates, in the practice of advising clients on elections in Alaska and other Alaska statutes and regulations?
- [d] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals providing the required services?
- [e] How successful is the general history of the firm regarding timely and successful completion of similar projects?
- [f] Has the firm provided letters of reference for the Lead Attorney, Key Personnel, Para-legal, and other Associates assigned to the project from previous clients?
- [g] Does the Lead Attorney, Key Personnel, Para-legal, and other Associates assigned to the project have prior experience working on Redistricting Projects for the State of Alaska?

6.03 Contract Cost – 40%

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. Cost will be scored by the per hour billing rates of the attorneys assigned by the firm in performance of the contract, the amount of the flat rate offered for meetings, and other costs of performance as established under the Offeror's Proposed Cost Sheet, attachment 6. The cost amount used for evaluation may be affected by the preference referenced under Section 2.13.

Converting Cost to Points Formula: The lowest cost proposal will receive the maximum number of points allocated to cost. The points for cost on the other proposals will be determined through the method set out in Section 2.13.

6.04 Alaskan Offeror's Preference – 10%

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

**SECTION SEVEN
ATTACHMENTS**

7.01 Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form
3. Appendix A
4. Appendix B2
5. Notice of Intent to Award
6. Offeror's Proposed Cost Sheet

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

DOES THE OFFEROR POSSESS THE MINIMUM PRIOR EXPERIENCE? Yes No

**EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

Proposals will be evaluated against the questions set out below.

7.01 Understanding of Project – 10%

[b] How well does has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the required services?

EVALUATOR'S NOTES _____

[c] How well has the offeror demonstrated their understanding of the Voting Rights Act of 1965?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Experience and Qualifications – 40%

[a] How extensive is the legal experience of the individual (s) assigned to the project including the Lead Attorney, Key Personnel, Para-legal, and other Associates, and do they have experience working on similar projects?

EVALUATOR'S NOTES _____

[b] How extensive is the experience of the Lead Attorney, Key Personnel, Para-legal, and other Associates in practicing Administrative Procedures and Administrative Law in Alaska?

EVALUATOR'S NOTES _____

[c] How extensive is the experience of the Lead Attorney, Key Personnel, Para-legal and other Associates, in the practice of advising clients on elections in Alaska, and other Alaska statutes and regulations?

[d] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals providing the required services?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of similar projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference for the Lead Attorney, Key Personnel, Para-legal, and other Associates, assigned to the Project from previous clients?

EVALUATOR'S NOTES _____

[g] Does the Lead Attorney, Key Personnel, Para-legal and Associates, assigned to the project have prior experience working on Redistricting Projects for the State of Alaska?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Contract Cost – 40%

Converting Cost to Points Formula: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.13.

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Alaska Preference – 10%

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.04 (either 0 or 10) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

STANDARD AGREEMENT FORM

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor	hereafter the Contractor		
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative			
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Attachment 3

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in a signing this contract.

Article 2. Inspection and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**APPENDIX B2
INDEMNITY AND INSURANCE**

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

NOTICE OF INTENT TO AWARD CONTRACT



**Office of the Governor
 Division of Administrative Services
 Redistricting Board
 240 Main Street, Suite 300
 P.O. Box 110001
 Juneau, Alaska 99811-0001**

THIS IS NOT AN ORDER

DATE ISSUED: _____

RFP NO.: 2011-0001-9840

RFP ISSUE DATE: _____

RFP SUBJECT: Consulting and Legal Services for the Redistricting Board

PROCUREMENT OFFICER: R. Shawn Henderson **SIGNATURE:** _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

ITEM NO.	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO / ?	BIDDER
RFP					

- LEGEND: @ -- AWARD TO BIDDER
 Y -- RESPONSIVE BID
 N -- NON-RESPONSIVE BID
 ? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

SUMMARY

NOTES:

Attachment 6

OFFEROR'S PROPOSED COST SHEET

Redistricting Board
Legal Consulting Services
RFP #2011-0001-9840

TOTAL POINT POSSIBLE – 40%

Name of Offeror: _____ Authorized Signature: _____

-
1. Costs and Fees: Offeror's must provide the firm's hourly billing rates for the Lead Attorney, Key Personnel or other Associates Average rate, and Para-Legal rate for the individuals providing services under the contract. A flat daily fee must be listed to attend Redistricting Board meetings and public hearings at locations around the state as authorized by the Project Director.
 2. This form must be completed by the offeror for their proposal to be considered responsive.

1. Lead Attorney Rate:

Hourly Rate _____
Hourly Rate while attending depositions _____
Hourly Rate while presenting oral argument in appellate proceedings _____
Daily Rate while attending Board Meetings _____
Daily Rate for a day in trial _____

2. Key Personnel or other Associates Average Rate:

Hourly Rate: _____
Hourly Rate while attending depositions _____
Hourly Rate while presenting oral argument in appellate proceedings _____
Daily Rate while attending Board Meetings _____
Daily Rate for a day in trial _____

3. Para-Legal Assistance to assist Lead Attorney & Key Personnel

Hourly Rate: _____

SUBTOTAL \$ _____

Less 5% AK bidders preference: \$ _____
If firm qualifies as an Alaska Bidder under AS 36.30.170(b)

TOTAL COST FOR EVALUATION PURPOSES: \$ _____

STATE OF ALASKA



Office of the Governor
Division of Administrative Services
R. Shawn Henderson
240 Main Street, Suite 300
P.O. Box 110001
Juneau, Alaska 99811

REQUEST FOR PROPOSALS #2011-0001-9840 AMENDMENT NUMBER ONE (1)

Date Amendment Issued: October 4, 2010

Signature *R. Shawn Henderson*

RFP TITLE: Legal Consultant to provide formal and informal legal advice in connection with the Redistricting Board's duties under Article VI of the Alaska Constitution.

RFP DUE DATE AND TIME: October 11, 2010, 10:00 AM, Alaska Time.

This amendment is being issued to:

1. **ADD A NEW SECTION 2.19 TITLED: 5 Percent Alaska Veteran Preference AS 36.30.175. Section 2.19 Shall read as follows:**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2. **DELETE: RFP Attachment 3, APPENDIX A General Provision. REPLACE with the new Attachment #3A, APPENDIX A General Provisions, attached.**

All other original RFP terms and conditions remain the same.

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in an contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Successful RFP Response from Patton Boggs – October 2010



601 West Fifth Avenue
Suite 700
Anchorage, Alaska 99501
907-263-6300

Facsimile 907-263-6345
www.pattonboggs.com

October 8, 2010

Michael D. White
(907) 263-6380
mwhite@pattonboggs.com

Office of the Governor
Division of Administrative Services
For the Redistricting Board
Attn: R. Shawn Henderson
Request for Proposal #2011-0001-9840
Project Name: Legal Consultant
240 Main Street, Suite 300
Juneau, AK 99811-0001

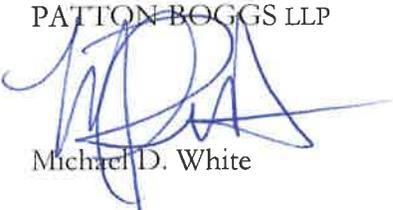
Re: Patton Boggs LLP's Response for Proposal

Dear Mr. Henderson:

Enclosed are six Response for Proposal on behalf of Patton Boggs LLP. Please contact me if you have any questions. Thank you for your consideration.

Sincerely,

PATTON BOGGS LLP



Michael D. White

MDW/art
Enclosure



PATTON BOGGS LLP
ATTORNEYS AT LAW

**Response for Proposal to
Office of the Governor
Division of Administrative Services
For Redistricting Board**

Michael D. White
Partner

10-8-10

Date

By signature of this proposal, Michael D. White confirms that Patton Boggs will comply with all provisions in this RFP.

Submitted by:

Michael D. White
Patton Boggs LLP
601 West Fifth Avenue, Suite 700
Anchorage, Alaska 99501
+1 (907) 263-6380
mwhite@pattonboggs.com



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Biography of Benjamin L. Ginsberg.....	E
Biography of Nicole A. Corr.....	E



5.02 Introduction:

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Contact Information for Patton Boggs:

Patton Boggs LLP
601 West Fifth Avenue, Suite 700
Anchorage, Alaska 99501

Contact Person:

Michael D. White
Partner
Office Number: +1 (907) 263-6380
Fax Number: +1 (907) 263-6345
Cell Number: +1 (907) 360-1201
mwhite@pattonboggs.com

Patton Boggs will comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations.

Patton Boggs certifies that:

- a. All services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- b. Patton Boggs is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

Patton Boggs further certifies that we will comply with the following:

- the laws of the State of Alaska;
- the applicable portion of the Federal Civil Rights Act of 1964;
- the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- the Americans With Disabilities Act of 1990 and the regulations issued thereunder by the federal government;



- all terms and conditions set out in this RFP;
- a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- that the offers will remain open and valid for at least 90 days; and
- that programs, services, and activities provided to the general public under the resulting contract conform with the Americans With Disabilities Act of 1990, and the regulations issued thereunder by the federal government

The Patton Boggs team working on this contract does not have any conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years).

Patton Boggs LLP qualifies as an Alaska bidder as defined by AS 36.30.170(b), and is therefore eligible for the 5 Percent Alaska Bidder Preference. Patton Boggs LLP holds a current Alaska business license (Attachment B), is submitting a bid for services under the same name as it appears on its current Alaska business license, has maintained a place of business within Alaska since March 1, 1999, and is qualified to do business under the laws of the state of Alaska.

5.03 Understanding of Project

Offeror must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

Patton Boggs understands the scope of work required by the Office of the Governor Division of Administrative Services for the Alaska Redistricting Board (the "Board"). Upon award of contract, Patton Boggs is ready to assist the Redistricting Board and its staff on all matters pertaining to this project in the following areas:

- Board Management and Administrative Issues: Among the first issues facing the Board will be Board management and administrative matters. The Board is an independent constitutional agency created by Article 6 § of the Alaska Constitution. As an agency independent from the normal State apparatus, which only exists and conducts business for a two-year period every decade, the Board is without the benefit of a mature set of procurement and personnel regulations and guidelines. The Board will therefore have many questions and require legal guidance in those areas. Likewise, the Board will from the outset be faced with Open Meeting Act questions that will require legal advice. Patton Boggs has experience with procurement and personnel matters as well as Open Meeting Act issues and is prepared to advise the Board on those issues.
- Drafting the Plan: The Constitutional mandate of the Board is to draft and adopt a proposed redistricting plan consisting of forty (40) house districts and (20) senate districts which must be contiguous, compact and as nearly as practicable a relatively integrated socio-economic area. The compact and socio-economic integration standards are subject to the Voting Rights Act of 1965. This means that the Board is free to loosen those standards to create a district if the district's configuration is compelled by the necessity to comply with the VRA. This requires an express finding by the Board.



The law also requires that the population in each house and senate district be “as nearly as practicable” equal in order to effectuate the principal of “one-person – one vote.” Historically, over all population deviations of +/- 10% (i.e., the difference in population between the most populated district and the lowest populated district) were considered presumptively constitutional under the Federal Threshold standard. In the last redistricting cycle, the Alaska Supreme Court made clear that the amendments to Article IV, § 6 requiring populations “as near as practicable” will in many instances be stricter than the historical 10% federal threshold. The Court reasoned that new technology makes it “practicable” to achieve deviations substantially lower than the 10% federal threshold standard, especially in urban areas. While the Court’s opinion dealt only specifically with Anchorage district deviations, its rationale applies with equal force to all urban areas capable of supporting two or more election districts. Accordingly, the law in Alaska now requires equality of population across urban districts as close to the ideal as is practicable unless higher deviations (not to exceed 10%) are required by the VRA (“VRA”).

Compliance with Alaska’s new exacting standards in light of the population growth and redistribution that has taken place in the past ten years will be a difficult and time consuming effort causing additional pressure on the already short time frame with which the Board must comply. The Board is required by law to adopt one or more proposed plans within 30 days of the official decennial census reporting. While there is a little wiggle room for the Board in that it has some discretion as to when it actually “accepts” the official reporting, the time frame is still short. The Board must hold public hearings on the proposed plans, invite submission of plans, review those plans and hear presentations by those presenting the plans. All of the Board’s business must be conducted in public to satisfy due process and comply with Alaska’s Open Meeting Act. In the end, the Board must have adopted a final redistricting plan and issued a proclamation no more than ninety (90) days after the official census reporting.

Under any standard the Board’s duties are arduous and the time line short. This means the Board needs counsel not only familiar with election and redistricting law, but with practical real world experience in redistricting. Patton Boggs has that experience¹ which combined with its legal expertise and resources will allow it to provide timely and effective legal counsel to the Board.

Having this expertise is particularly important this redistricting cycle. Preliminary population data shows that the trend of rural migration from Bush Alaska to Urban areas has accelerated in the last ten years. The rural/urban population issue will be one of the difficult issues faced by the Board. Some districts in Alaska are already geographically humongous (larger than many states). How and where to combine bush population with urban population while still complying with the constitutional standards and avoiding any regression under the VRA will be a difficult and time

¹ Patton Boggs and its lead counsel Michael D. White has actual experience in preparing redistricting plans that comply with Alaska law and the VRA. In the last redistricting cycle, Patton Boggs submitted a proposed plan after the Board’s plan was found unconstitutional that was in large part eventually adopted by the Board. The 2002 plan prepared by Patton Boggs and submitted to the Board is attached here as Attachment C.



consuming task. Patton Boggs experience and expertise provides the Board with legal counsel ready to hit the ground running to assist the Board in its duties. Patton Boggs will attend all necessary Board meetings, provide all appropriate legal counsel and guidance and any assistance needed or requested by the Board. The goal of Patton Boggs is to assist the Board in drafting the first redistricting plan to withstand constitutional challenge.

- Voting Rights Act Preclearance: Alaska is one of a handful of states and political subdivisions that must clear any changes to its election practices and procedures through the federal government before it may implement any new voting procedures. This includes any redistricting plan. Accordingly, the Board needs counsel who is familiar with and understands the VRA requirements. Patton Boggs has the expertise and experience to properly assist the Board in this task.

Section 5 of the VRA, which requires this preclearance, was enacted in 1965 as a temporary legislation, set to expire five years later. Congress has extended its applicability a number of times over the years. Section 5 is now set to expire in 2031.

The covered jurisdictions were chosen according to a formula. The first element of the formula was a state or political subdivision that maintained a 'test or device' that restricted the opportunity to register and vote as of November 1, 1964. The second element was if the Director of the Census determined less than 50 percent of the persons of voting age were registered to vote as of November 1, 1964, or less than 50 percent of the persons of voting age voted in the November 1964 presidential election. Alaska qualified as a VRA state because its Constitution used to contain a provision (repealed in 1970) requiring all voters to read or speak the English language and it met the second element as well. Alaska has required preclearance ever since.

Under Section 5, any change with respect to voting in a covered jurisdiction cannot legally be enforced unless and until the jurisdiction first obtains the requisite determination by the United States District Court for the District of Columbia, or submits its changes to the Attorney General. The jurisdiction may file a declaratory judgment action in the United States District Court for the District of Columbia, where a three-judge panel is convened. Otherwise, the covered jurisdiction may submit its voting change to the Civil Rights Division of the Department of Justice, to which the Attorney General of the United States has delegated the authority to administer the Section 5 review process. In either setting, the covered jurisdiction must prove the voting change does not deny or abridge the right to vote on account of race, color, or membership in a language minority group. If the jurisdiction is unable to prove the absence of such discrimination, the changes are rejected and remain legally unenforceable.

Thus, the VRA requires that a redistricting plan be drawn to ensure no avoidable "retrogression" on the number of "effective" minority districts occurs. The concept of what constitutes an "effective minority district" is complex, in general, however, an "effective minority district" means a legislative district that has enough minority voters to allow the minority's preferred candidate to be elected. Historically, in Alaska, the only minority with sufficient population to require scrutiny under the VRA is Alaska Natives. The 2000 redistricting plan contained 8 "effective Native" house and senate districts (districts with more than 35% Alaska Native population.)



One of the biggest challenges the Board will face is how to avoid retrogression in its plan while still remaining within required population deviations. Historically, effective Native districts have had to have negative deviations of 5% to 6% due to Alaska's populations distribution and geography. Preliminary population data shows that Alaska's native population has increasingly migrated out of previously effective Native Districts into Urban areas. This population shift may make it difficult to maintain 8 effective Native Districts especially since the Supreme Court has made clear that while retrogression under the VRA may be avoided by increasing or decreasing populations within any district where such deviations are required by the VRA, such deviations may not exceed 10% because the federal Equal Protection Clause trumps the VRA.

It is entirely possible that the Board will be faced with a situation where there is no way to avoid "retrogression" while still comply with the State Constitutional standards. The Board will thus be faced with convincing the Department of Justice that the retrogression is unavoidable. Patton Boggs offers the Board the experience and expertise necessary to accomplish that task. In addition to lead counsel experience, Patton Boggs has a D.C. office with lawyers who have regular contact with DOJ lawyers and one of the leading VRA experts in the country, Ben Ginsberg. Mr. Ginsberg is available for consultation and assistance when and if necessary.

- Litigation: Lawsuits have been filed challenging every redistricting plan ever adopted since Alaska became a State. There is no reason to believe this cycle will be any different.² In other words, litigation is a practical reality of the redistricting process and therefore the Board needs counsel with redistricting litigation experience. Patton Boggs brings that experience to the table.

In the 2000 Redistricting cycle, Patton Boggs represented the leadership of the Republican Party in a successful challenge to the constitutionality of the proposed Redistricting Plan. Michael D. White, the proposed lead counsel for this RFP, was lead trial counsel in that case (and de jure lead counsel for all the challengers) and thus is intimately familiar with the procedures and requirements of the expedited litigation that is mandated by law.

By law, any challenges to the Board's adopted plan must be brought within 30 days of the Board's adoption of the final redistricting plan and proclamation. By Court Rule, adopted during the middle of the last redistricting process, redistricting litigation is expedited and has priority over all other cases. Court rules allow consolidation across judicial district lines and as a practical reality it can be expected that there will be one consolidated redistricting case.³

² There has been one important change in the law that could affect challenges. After the last redistricting cycle, the "public litigant" rule that allowed recovery of full attorney's fees for litigants (and disallowed fees against a public litigant who lost) who successfully brought legal suits that were designed to protect the rights of the public, was rescinded by the Alaska Legislature. That means that any redistricting litigation would now likely fall under Rule 82. This could mean that partial attorney's fees could be recoverable against unsuccessful challengers of a plan.

³ In the last redistricting cycle there were nine separate challenges filed in four different venues, Anchorage (five cases), Fairbanks (2 cases), Ketchikan and Valdez. All nine cases were consolidated before one judge in Anchorage.



Redistricting litigation is truly on a “rocket docket.” Within 10 days of filing, a mandatory scheduling conference is required at which a scheduling order must be entered. The trial court is required to make a decision no later than 120 days prior to the statutory filing deadline for the first statewide election in which the challenged plan is scheduled to take effect. This short time frame means expedited discovery will be mandated and all of the Board Members, as well as the Executive Director (and perhaps even Board staff) can expect to be deposed. During this cycle it can be expected that discovery and motion practice will take place from August through December of 2011 with a trial likely to take place in January of 2012. Trial is to the Court, without a jury. A decision from the Judge can be expected within a short period of time and must be done before the statutory deadline as discussed above.

The Superior Court's decision is historically followed by an expedited appeal to the Alaska Supreme Court with briefing required on a tight, very short time frame. Oral argument would likely be held in late February or early March 2012 with a decision following shortly thereafter. The Supreme Court reviews the redistricting plan de novo based on the record developed in the superior court. In the past, the Supreme Court has issued an order setting forth its findings with a formal opinion explaining its reasoning issued at a later date. A decision from the Supreme Court usually is issued very quickly, normally 10 days or two weeks after oral argument.

If the plan is found invalid, the Board must reconvene and make corrections to the plan. This part of the process can often turn into a negotiation with the challengers to find an acceptable plan. Theoretically, additional litigation could follow the adoption of a revised plan, but that has not happened in the past.

With its prior experience, Patton Boggs understands the ins and outs of redistricting litigation and how time consuming, work intensive that process is. Michael D. White, lead counsel, has nearly 25 years of complex civil litigation experience and knows how to put together and lead a trial team to efficiently provide quality representation. With the understanding that litigation is inevitable, Mr. White will be able to advise the Board throughout the process to maximize the Board's ability to draft and adopt a constitutionally defensible redistricting plan.

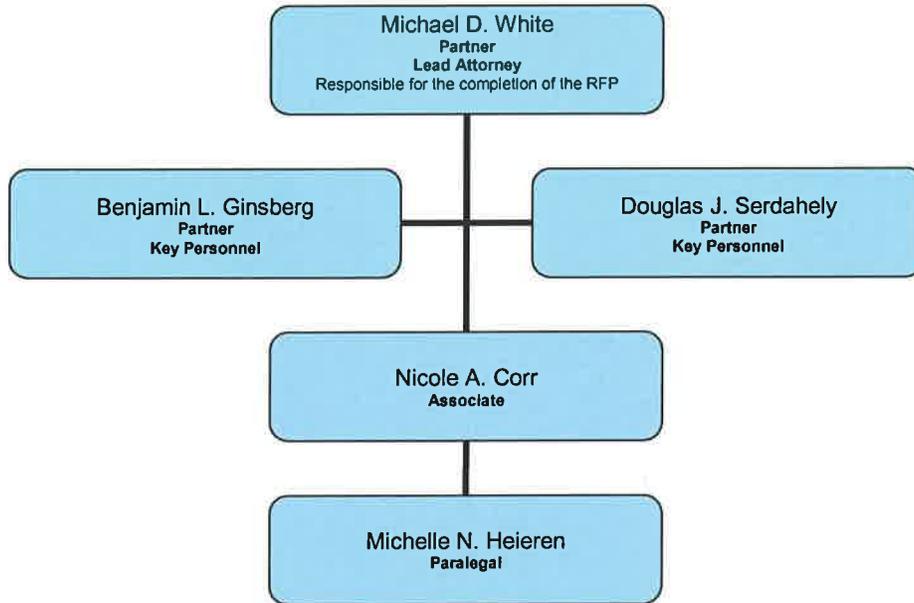
5.04 Experience, Organization, Lead Attorney and Key Personnel

A. Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of the RFP.

Below is an organizational chart of the core team that we have assembled to service the needs of the Redistricting Board. In addition to the core team listed below, Patton Boggs can also leverage, if necessary, the experience and expertise of Benjamin L. Ginsberg and Douglas J. Serdahely. Mr. Ginsberg is a Partner who possesses extensive knowledge and experience in the redistricting process for numerous states, and leads the firm's Political and Election Law Practice Section in Washington D.C. Mr. Ginsberg is one of the leading experts on the VRA in the country and will be available for consultations and advice



where necessary. Likewise, Mr. Serdahely, former Presiding Judge for the Third Judicial District will be available for consultation and advice where needed. Mr. Serdahely has nearly 40 years of legal and litigation experience and has regularly advised clients on constitutional and regulatory issues as well as representing clients in both state and federal trial and appellate courts in complex civil litigation. Mr. Serdahely assisted Mr. White in the last redistricting litigation.



B. Offerors must provide

(1) a narrative description of their firm's qualifications and prior experience including the Lead Attorney and Key Personnel's experience in advising public agencies in Alaska with regard to: (i) statutory duties; (ii) matters of federal and state constitutional law; (iii) legal aspects of the operation of public agencies and their interactions with the public; (iv) state or municipal elections including federal voting rights issues pertaining to redistricting; and (vi) trial experience; and experience with appeals before the Alaska Supreme Court.

Patton Boggs brings significant experience in advising governmental agencies on a wide variety of issues, including statutory duties and matters of federal and state constitutional law.

Over the course of his career, lead attorney Michael D. White has advised entities such as the North Slope Borough on a wide variety of topics and represented it in a number of litigations and appeals in both state and federal court. Mr. White's experience in that regard is set forth in more detail below.

Patton Boggs also has extensive experience representing and advising governmental entities/agencies on redistricting and election laws. For example, Mr. Ginsberg represented half a dozen states in the 2000 redistricting cycle as well as providing advice to the Speaker of the Texas House of Representatives on redistricting.



(2) a description of the firm's qualifications and experience advising clients on elections in Alaska and other Alaska statutes and regulations.

Patton Boggs believes there is not another law firm, inside or outside Alaska that can offer the Board the same breadth of expertise and wealth of experience in Alaska election law and redistricting. As previously mentioned, in the 2000 redistricting cycle, Patton Boggs represented the Republican Party leadership in a successful challenge to the constitutionality of the proposed Redistricting Plan. Michael D. White, the proposed lead counsel in this RFP, was lead trial counsel in that litigation including the appeal to the Alaska Supreme Court. As part of that representation, Mr. White and his team also assisted their clients in drafting a proposed revised redistricting plan to replace the Board's original plan tossed out by the Alaska Supreme Court. [See Attachment C] That plan was in large part incorporated into the final plan adopted by the Board. Since the last redistricting cycle, Mr. White has stayed up to date on the latest federal case law related to redistricting and the VRA, including attending the Chicago NCSL Redistricting seminar in October of 2009. Patton Boggs' and Mr. White's experience and expertise is further highlighted by the attached letter of reference from Kevin Jardell, former Legislative Director to Governor Frank Murkowski, who worked with Patton Boggs and Mr. White during the 2000 redistricting litigation. [See Attachment D]

Patton Boggs also has extensive experience advising clients on a wide variety of Alaska statutes and regulations. Mr. White routinely advises clients on the meaning and applicability of Alaska statutes, regulations and administrative code provisions and both state and local statutes and regulations. As shown by the attached letter of recommendation [see Attachment E] from Joe Wooden, Regional General Manager for SMG of Alaska, Inc., Mr. White has advised SMG, a public facility management company, for nearly a decade on a wide variety of topics including procurement laws and government contracting regulations, to administrative law and municipal code compliance. Mr. White's has also represented SMG in a number of litigation matters including several constitutional challenges involving the First Amendment. Mr. White also routinely advises clients in the following substantive areas involving state statutes and regulations:

- Wage and Hour laws and regulations;
- Human Rights laws;
- Public Records laws;
- Zoning regulations;
- Liquor license statutes and regulations;
- Government contracting statutes and regulations;
- Procurement laws and bid protest regulations.

Mr. Serdahely routinely advises clients in the following areas:

- Oil and Gas laws and regulations;
- Anti-Trust Laws;
- Maritime Commerce;
- Environmental statutes and regulations;
- Alaska Pension laws and regulations.



Other attorneys at Patton Boggs advise clients in other substantive areas of Alaska statutory laws and regulations and can be called upon for assistance if necessary. In short, Patton Boggs is a full service law firm with a broad range of expertise on Alaska law that can provide full and complete legal services to the Board.

(3) (as appropriate under the rules of professional conduct governing attorney/client confidences) a listing of any other current or past clients similar to the Redistricting Board, a brief description of services provided, and a contact name and phone number of any such clients who may be contacted.

Patton Boggs has advised many clients on redistricting matters. A selection of related representative matters that involve redistricting includes:

- Representation of the yet to be formed New Jersey redistricting committee for the Republican Party.
- Representation of the Republican Party for the State of Florida for redistricting.
- Advice to the Speaker of the Texas House of Representatives on redistricting.
- Representation of half a dozen states in redistricting in 2000.
- General Counsel for the 1990 Republican National Committee nationwide redistricting.
- Representation of the Alaskan Republican Party leadership in the 2000 redistricting litigation in Alaska.

Our former client, Assemblyman Jay Weber of the 26th District of New Jersey, Chair of the State Republican Party, can reaffirm our experience and expertise in redistricting projects. Assemblyman Weber can be reached at (973) 884-6190.

Our client Randy Ruedrich, Chair of the Alaska Republican Party, can reaffirm our experience and expertise in redistricting in Alaska. Mr. Ruedrich has provided a letter of reference. [See attachment D]. Mr. Ruedrich can be reached at (907) 227-3031.

Former Consultant to Patton Boggs, Kevin Jardell can also reaffirm our experience and expertise in redistricting in Alaska. Mr. Jardell has provided a letter of reference. [See attachment D] Mr. Jardell can be reached at (907) 321-4540.

(4) A discussion of the firm's ownership, headquarters, branch or affiliate offices and length of time in business.

Patton Boggs is a limited liability partnership. Our headquarters is located at 2550 M Street, NW, Washington, D.C. 20037. We have been providing legal services for nearly 50 years.

Along with our Anchorage offices at 601 West Fifth Avenue, Suite 700, Anchorage, AK 99501 and Washington, D.C. headquarters; we also have regional offices in:



Office Location	Address
Northern Virginia	8484 Westpark Drive, Ninth Floor, McLean, VA 22102
New Jersey	The Legal Center, One Riverfront Plaza, Suite 600, Newark, NJ 07102
New York	1185 Avenue of the Americas, 30 th Floor, New York, NY 10036
Dallas	2000 McKinney Ave, Suite 1700, Dallas, TX 75201
Denver	18001 California Street, Suite 4900, Denver, CO 80202
Doha	The Commercial Bank Plaza, 16 th Floor, Dafna Area, P.O. Box 22632, Doha, Qatar
Abu Dhabi	Marina Office Park Villa A 23, P.O. Box 31808, Abu Dhabi, United Arab Emirates

(5) A discussion of the firm's structure, size and capabilities/quantities available in terms of personnel and equipment. Indicate if the award of this contract would require the acquisition of additional space, equipment, personnel or any other items. Be as specific as possible, i.e., how much additional space, specific equipment, the number and function of additional employees, etc.

Patton Boggs is a full service law firm that serves at the intersection of business and government. Firm wide, Patton Boggs has 531 lawyers and 70 paralegals. In Anchorage, there are 12 lawyers and five paralegals. Patton Boggs has an abundance of resources available to complete this project, including the latest computer technology, litigation presentation software and all the equipment necessary to provide full service to the Board. Patton Boggs' Anchorage office is located less than a block away from the Board's office in Anchorage (we are located in the Key Bank Building) and thus can be available in person within minutes if necessary. Patton Boggs also has conference rooms and office space available to the Board if needed. Patton Boggs will not require any additional space, equipment, personnel or any other items to complete the RFP.

(6) a description of any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, awards

As mentioned above, Patton Boggs is a unique law firm that can provide services that separates us from other firms. We have deep political relationships in Alaska and Washington, D.C. Our core team in Alaska can offer the local expertise to the Redistricting Board on formulating and adopting a new plan and also leverage our Washington, D.C. contacts at the Department of Justice to assist in obtaining a preclearance of the plan. Patton Boggs also has a strong and recognized litigation team with previous experience in redistricting litigation that is prepared to assist the Board, if necessary, with any trials in the state, appellate, and federal courts.

Along with our legal advice on redistricting, Patton Boggs also has extensive knowledge in election law. On January 20, 2010, Patton Boggs was ranked #1 in lobbying revenue (as reported in 2009) in *The Hill's* annual list of top firms. We assist clients in complying with federal and state election laws. As regulation of politics has grown, so has the need for participants in the process to keep track of the myriad, and often contradictory, rules that govern the political process on the federal and state level. We understand the



political implications that may arise with the new redistricting plan and can offer our services and advice to overcome any hurdles that the Board might encounter.

Lead Attorney and Key Personnel

A. Offeror shall provide a personnel roster that identifies lead counsel and other key personnel who will actually work on the contract and provide the following information about each person listed:

B. Lead Attorney: Offeror shall identify the responsibilities, percentage of time, and the individual who will be the lead attorney, working directly with the client, with overall responsibility for the assignments.

C. Key Project Personnel: Offeror shall identify the responsibilities of and the key individuals who will be assigned to the proposed contract. Offeror must clearly indicate locations and/or judicial districts or jurisdictions in which they practice.

**Mr. Michael D. White:
Partner - Lead Counsel**

Michael D. White has nearly twenty-five years of experience in complex civil litigation, employment, labor, administrative, and election law. He litigates claims involving discrimination, harassment, wrongful discharge, violation of non-competition, trade secret and confidentiality agreements, wage and hour issues, licensing disputes, constitutional law, and employment-related tort claims, including civil RICO, wrongful death, products liability, and other complex legal disputes before courts and administrative agencies throughout the United States.

In addition, Mr. White provides strategic advice and preventative counseling to clients ranging from Alaska Native Corporations to multi-national corporations. Mr. White lectures extensively on employment and wage and hour law, litigation strategy, evidence, and other issues.

Before joining Patton Boggs, Mr. White was a shareholder with the Anchorage firm of Hartig, Rhodes for 13 years. While there, Mr. White was lead trial counsel in civil RICO cases arising out of the biggest political scandal in Alaska history, resulting in judgments in excess of \$100 million dollars for his clients. He also successfully prosecuted and defended a number of class actions in both state and federal court. Before entering private practice, Mr. White clerked for the Hon. Edmund Burke (Ret.) of the Alaska Supreme Court.

Mr. White serves as an Alaska State Bar Examiner. He is also a member of the Board of Directors and two-time former president the Anchorage Bar Association. Mr. White served on the Anchorage Transportation Commission for 10 years, the last four as its chair and for twenty years as a Board Member of National High School Mock Trial Championship Inc. where he has held at various times the office of President and Treasurer. Mr. White is also the founder of the Alaska State High School Mock Trial Competition. Mr.



White lives in Anchorage with his wife, Palmer, Superior Court Judge Vanessa H. White, who is Deputy Presiding Judge for the Third Judicial District. Mr. White's biography is included in Attachment E.

Representative Matters:

- *In re 2001 Redistricting Cases*, 47 P. 3d 1089 (Alaska 2002)
- *In re Rogstad*, 126 F.3d 1224 (9th Cir. 1997)
- *Chivers v. North Slope Borough*, 33 F. 3d 58 (9th Cir.1994)
- *N.L.R.B. v. Twin Cities Electric et. al*, 914 F.2d 1263 (9th Cir. 1990)

Responsibilities: As lead attorney Mr. White shall work directly with client on all Board matters and be the Boards main point of contact. Mr. White will lead Patton Boggs' team and is the person with overall responsibility for the contract and all assignments there under. Mr. White will devote all the time necessary to ensure proper completion of the project. He will attend Board meetings, public hearings and any other events as requested by the Board. Mr. White will be lead trial counsel for any litigation. It is expected that at least 45-50% of the time spent on this matter will be by Mr. White. Mr. White understands that there may be significant periods of time when 100% of his time is devoted to Board work and he will schedule his work load accordingly.

Location(s) where work will be performed: Alaska

Hourly rate for each person assigned to the contract: \$410.00 (This is Mr. White's normal hourly rate, the rate offered by Patton Boggs for this RFP is set forth in its "Proposed Cost Sheet" Attachment A to this proposal)

**Ms. Nicole A. Corr
Associate**

Nicole Corr advises clients on a broad range of issues as assigned by the Partners of Patton Boggs including administrative law, employment regulations, marine transportation and civil litigation. Ms. Corr also advises Alaska Native Corporations on the Small Business Administration's 8(a) Program and government contracts. Ms. Corr also regularly assists Mr. White in his litigation practice.

During law school, Ms. Corr served as a judicial extern for the Honorable Frank L. Kurtz, Chief Bankruptcy Judge of the United States Bankruptcy Court for the Eastern District of Washington and received the L. Warden Hanel Bankruptcy Scholarship. She was an associate editor of the *Gonzaga Journal of International Law* and a member of the Gonzaga National Moot Court team. Ms. Corr worked as a summer intern for Lee Smart in Seattle, Washington, an insurance defense firm, and for Baxter Bruce and Sullivan in Juneau. Prior to joining Patton Boggs, Ms. Corr served as the law clerk for Alaska Superior Court Judges Charles Huguelet and Anna M. Moran of the Kenai Superior Court. In preparation for this RFP, Ms. Corr under Mr. White's guidance has engaged in extensive research and study of Federal and Alaska redistricting and election laws as well as the requirements of the voting rights act. Ms. Corr's resume can be found in Attachment E.



Responsibilities: As a key member of the Patton Boggs redistricting team, during the life of the contract, Ms. Corr's first priority will be to Board work. Her work load will be scheduled by Patton Boggs to allow for priority service to the Board. Her primary responsibilities will be legal research and writing and assisting Mr. White as needed. Ms. Corr will also act as Mr. White's associate trial counsel in any litigation. It is expected that at least 25% of the time spent on this matter will be by Ms. Corr.

Location(s) where work will be performed: Alaska

Hourly rate for each person assigned to the contract: \$225.00 (This would be Ms. Corr's normal hourly rate during the first year of the Contract proposal. The rate offered by Patton Boggs for this RFP is set forth in its "Proposed Cost Sheet" as Attachment A to this proposal.)

**Ms. Michelle N. Heieren
Paralegal**

Michelle Heieren has served in the Litigation Department at Patton Boggs since February of 2010, assisting attorneys in the area of civil litigation and corporate law. These areas include employment law, Alaska Native Corporation Law, and 8(a) Government Contracting. She has seven years experience working as a paralegal. Prior to working for Patton Boggs she served as a paralegal in a prominent insurance defense firm. She obtained her Associate of Arts in Paralegal Studies from the University of Alaska Anchorage, as well as a Bachelor of Arts in Justice with a minor in the Spanish language.

Responsibilities: As a key member of the Patton Boggs redistricting team, during the life of the contract, Ms. Heieren's first priority will be to Board work. Her work load will be scheduled by Patton Boggs to allow for priority service to the Board. Her primary responsibilities will be providing paralegal support, IT support and document control as assigned and overseen by Mr. White. Ms. Heieren will also be Mr. White's litigation paralegal providing litigation and trial support skills. Mr. Heieren will also oversee and direct any project or document control clerks necessary to support the litigation efforts. It is expected that at least 25% of the time spent on this matter will be by Ms. Heieren.

Location(s) where work will be performed: Alaska

Hourly rate for each person assigned to the contract: \$160.00 (This is Ms. Heieren's normal hourly rate, the rate offered by Patton Boggs for this RFP is set forth in its "Proposed Cost Sheet" Attachment A to this proposal)



**Mr. Douglas J. Serdahely:
Partner – Key Personnel**

Mr. Serdahely has nearly forty years of experience in complex civil litigation and advising clients on all aspects of Alaska statutory laws and regulations. As a former Superior Court Judge, Mr. Serdahely has keen insight into the workings of the Alaska Court system at both the trial and appellate court level. His Biography is included in Exhibit E.

Responsibilities: Mr. Serdahely will be used as a senior level strategist if necessary on issues that may affect the Board during the redistricting process. Mr. Serdahely will also be available to provide input into trial strategy and to act as a sounding board for lead counsel Michael D. White. It is expected that at least no more than 2-3% of the time spent on this matter will be by Mr. Serdahely.

Location(s) where work will be performed: Alaska

Hourly rate for each person assigned to the contract: \$440.00 (This is Mr. Serdahely normal hourly rate, the rate offered by Patton Boggs for this RFP is set forth in its "Proposed Cost Sheet" Attachment A to this proposal. For purposes of the Cost Proposal, Mr. Serdahely's rate shall be the same as the rate for "Lead Counsel".)

**Mr. Benjamin L. Ginsberg:
Partner – Key Personnel**

Benjamin L. Ginsberg is the head of Patton Boggs' Political and Election Law Practice Section in its D.C. office. Mr. Ginsberg possesses extensive knowledge and experience in the redistricting process and federal election law and is one of the leading experts on the VRA in the country. Mr. Ginsberg will be available for consultations and advice where necessary throughout the process. His Biography is included in Exhibit E.

Responsibilities: Mr. Ginsberg will be available, if necessary to provide counsel and advise on federal election law issues including the Voting Rights Act of 1965. Mr. Ginsberg's relationships with personnel at the U.S. Department of Justice can also be leveraged if needed. Mr. Ginsberg will also be available to provide input into trial strategy if required. It is expected that approximately 0-2% of the time spent on this matter will be by Mr. Ginsberg.

Location(s) where work will be performed: Washington D.C.

Hourly rate for each person assigned to the contract: \$890.00 (This is Mr. Ginsberg normal hourly rate. For purposes of this RFP, Mr. Ginsberg hourly rate for work Board work will be \$500).



5.05 Cost Proposal

Offeror's must provide the firm's hourly billing rates for the Lead Attorney, Key Personnel or Associates, Para-Legal, and any other individuals that may provide services under the contract. The hourly rates and daily rates to attend Redistricting Board meetings must be listed on the Offeror's Proposed Cost Sheet (Attachment 6), and submitted with the firm's proposal.

NOTE: Reimbursement for out-of-pocket expenses will be limited the items authorized by the Project Director and items set out in a contract resulting from this RFP.

Patton Boggs "Offeror's Proposed Cost Sheet" is attached hereto as Attachment A.