



## SCHEDULE B -PRICING

Sandler, Reiff, Lamb, Rosenstein, & Birkenstock, P.C.

### Request For Proposal No. 920, 210000001155

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the table below. Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the Commission.
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms:                      % discount off invoice if paid within                      days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Deliverables	Cost
Key Deliverable 1:	
Key Deliverable 2:	
Option A) fixed fee for work described in RFP, assuming the assignment will continue through March 2022	
Option B) Hourly rate fee schedule for attorneys and staff	<u>See Schedule B</u>
Option C) Fee schedule for the option to work for the Commission as a salaried employee	
Total:	<u>See Schedule B</u>



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## CONTRACT STANDARD TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the Michigan Independent Redistricting Commission (the “**Commission**”) and Sandler Reiff Lamb Rosenstein & Birkenstock PC (“**Contractor**”), a Washington, D.C. professional corporation. This Contract is effective on April 1, 2021 (“**Effective Date**”), and unless terminated, expires on February 28, 2022.

This Contract may be renewed for up to two (2) additional (1) year period(s). Renewal is at the sole discretion of the Commission and will automatically extend the Term of this Contract. The Commission will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the Commission’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the Commission, including the Commission’s staff, attorneys, and consultants, and any third party to achieve the objectives of the Contract; (g) return to the Commission any Commission-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the Commission; (i) assign to the Commission any claims resulting from Commission or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all Commission physical and IT security policies and standards which will be made available upon request; (k) all records created by the Contractor in the performance of the Contract shall be the property of the Commission and subject to applicable records retention laws and protocols; and (l) provide the Commission priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State of Michigan property by wearing identification issued by the State of Michigan, and clearly identify themselves whenever making contact with the State of Michigan or the Commission.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.



STATE OF MICHIGAN

INDEPENDENT CITIZENS REDISTRICTING COMMISSION

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If to Commission:	If to Contractor:
MICRC c/o Julianne Pastula, General Counsel P.O. Box 30318 Lansing, MI 48909 <a href="mailto:PastulaJ1@Michigan.gov">PastulaJ1@Michigan.gov</a> 517.331.6318	Jeffrey M. Wice Sander Reiff Lamb Rosenstein & Birkenstock PC 1090 Vermont Avenue NW #750 Washington, DC 20005 [REDACTED] [REDACTED]

**3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

Commission:	Contractor:
MICRC c/o Julianne Pastula, General Counsel P.O. Box 30318 Lansing, MI 48909 <a href="mailto:PastulaJ1@Michigan.gov">PastulaJ1@Michigan.gov</a> 517.331.6318	Jeffrey M. Wice Sander Reiff Lamb Rosenstein & Birkenstock PC 1090 Vermont Avenue NW #750 Washington, DC 20005 [REDACTED] [REDACTED]

**4. Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

Commission:	Contractor:
MICRC c/o Julianne Pastula, General Counsel P.O. Box 30318 Lansing, MI 48909 <a href="mailto:PastulaJ1@Michigan.gov">PastulaJ1@Michigan.gov</a> 517.331.6318	Jeffrey M. Wice Sander Reiff Lamb Rosenstein & Birkenstock PC 1090 Vermont Avenue NW #750. Washington, DC 20005 [REDACTED] [REDACTED]

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**4. Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the Commission, to ensure performance of the Contract and must provide proof upon request. The Commission may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the Commission, it will ensure performance of the Contract.

**5. Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the Commission from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the Commission; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate  Deductible Maximum: \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the Michigan Independent Citizens Redistricting Commission, its officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
<b>Automobile Liability Insurance</b>	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the Michigan Independent Citizens Redistricting Commission, its officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
Minimum Limits:  Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for





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at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the Commission for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the Commission, its officers, staff, attorneys and agents).

- 6. Extra Work.** At any time during the term of this Contract, the Commission may request that contractor perform extra work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for the proper completion of its redistricting activities but which the parties did not reasonably anticipate would be necessary at the execution of this Contract. Contractor shall not perform, nor be compensated for extra work without written authorization from the Commission's General Counsel that has been formally approved by the Commission.

**7. Reserved**

- 8. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the Commission. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the Commission, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

Contractor hereby acknowledges that the Commission is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the Commission, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 9. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the Commission. Contractor must notify the Commission at least 90 calendar days before the proposed delegation and provide the Commission any



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information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The Commission, in its sole discretion, may require the replacement of any subcontractor.

10. **Staffing.** The Commission's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
11. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the Commission and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The Commission, in its sole discretion, may also perform background checks.
12. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the Commission. Upon notice to Contractor, the Commission, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the Commission determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
13. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the Commission of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.



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14. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
15. **Acceptance.** Contract Activities are subject to inspection and testing by the Commission within 30 calendar days of the Commission's receipt of them ("**Commission Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the Commission, the Commission will notify Contractor by the end of the Commission Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the Commission finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 22, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the Commission. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the Commission may cancel the order in whole or in part. The Commission, or a third party identified by the Commission, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

16. **Reserved**
17. **Reserved**
18. **Reserved**
19. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the Commission. All undisputed amounts are payable within 45 days of the Commission's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The Commission is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the Commission's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Commission under this Contract.

The Commission has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The Commission will notify Contractor of any dispute within a reasonable time. Payment by the Commission will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or





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substandard Contract Activities. Contractor's acceptance of final payment by the Commission constitutes a waiver of all claims by Contractor against the Commission for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The Commission will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the Commission at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the Commission is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the Commission reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the Commission to Contractor under this Contract.

20. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
21. **Stop Work Order.** The Commission may suspend any or all activities under the Contract at any time. The Commission will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 7 calendar days, or any longer period agreed to by Contractor, the Commission will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The Commission will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
22. **Termination for Cause.** The Commission may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the Commission: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the Commission to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the Commission terminates this Contract under this Section, the Commission will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The Commission will only pay for amounts due to Contractor for Contract Activities accepted by the Commission on or before the date of termination, subject to the Commission's right to set off any amounts owed by the Contractor for the Commission's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the Commission in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the Commission incurs to procure the Contract Activities from other sources.





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- 23. Termination for Convenience.** The Commission may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 24, Transition Responsibilities. If the Commission terminates this Contract for convenience, the Commission will pay all reasonable costs, as determined by the Commission, for Commission approved Transition Responsibilities.
- 24. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the Commission (not to exceed 30 calendar days), provide all reasonable transition assistance requested by the Commission, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the Commission or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, records, reports and other documentation, to the Commission or the Commission's designee; (c) taking all necessary and appropriate steps, or such other action as the Commission may direct, to preserve, maintain, protect, or return to the Commission all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the Commission; (d) transferring title in and delivering to the Commission, at the Commission's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the Commission and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 25. General Indemnification.** Contractor must defend, indemnify and hold the Commission, its agents, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The Commission will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the Commission, demonstrate its financial ability to carry out these obligations.



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The Commission is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the Commission deems necessary. Contractor will not, without the Commission's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any Commission employee, official, or law may be involved or challenged, the Commission may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the Commission, or any of its subdivisions under this Section, must be coordinated with the General Counsel of the Commission. An attorney designated to represent the Commission may not do so until approved by the Commission.

- 26. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the Commission the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the Commission with appropriate credits to the Commission against Contractor's charges and reimburse the Commission for any losses or costs incurred as a consequence of the Commission ceasing its use and returning it.
- 27. Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE COMMISSION'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The Commission is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 28. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the Commission and its General Counsel within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 29. Commission Data.** All data and information provided to Contractor by or on behalf of the Commission, and all data and information derived therefrom, is the exclusive property of the Commission ("**Commission Data**"); this definition is to be construed as broadly as possible and specifically includes all records created by Contractor in the course of implementing this Contract. Commission data shall not be destroyed by Contractor. Upon request, Contractor must provide to the Commission, or a third party designated by the Commission, all



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Commission Data within 10 calendar days of the request and in the format requested by the Commission. Contractor will assume all costs incurred in compiling and supplying Commission Data. No Commission Data may be used for any marketing purposes.

**30. Reserved**

**31. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, Commission Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the Commission's Confidential Information in confidence. At the Commission's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or





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intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the Commission, at the sole election of the Commission, the immediate termination, without liability to the Commission, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return Commission Data to the Commission following the timeframe and procedure described further in this Contract. Should Contractor or the Commission determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the Commission's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

32. **Reserved**

33. **Reserved**

34. **Reserved**

35. **Records Maintenance, Inspection, Examination, and Audit.** The Commission or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the Commission or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the Commission and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.





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This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 36. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the Commission or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the Commission of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the Commission to terminate this Contract under Section 22, Termination for Cause.
- 37. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence the Commission, any individual Commissioner, or Commission employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the Commission of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 38. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 39. Professional Ability of Contractor.** Commission has relied upon the professional training and ability of Contractor to perform the services in this Contract as a material inducement to enter into this Contract. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. All work by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.



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CONTRACT STANDARD TERMS

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- 40. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 41. Unfair Labor Practice.** Under MCL 423.324, the Commission may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 42. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 43. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the Commission or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 44. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the Commission may immediately contract with a third party.
- 45. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the Commission's right to terminate the Contract.



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CONTRACT STANDARD TERMS

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- 46. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written Commission approval, and then only in accordance with the explicit written instructions of the Commission.
- 47. Website Incorporation.** The Commission is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 48. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE COMMISSION FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE COMMISSION, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 49. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 50. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 51. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

**Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

## ORGANIZATIONAL CHART

### **Sandler Reiff Lamb Rosenstein & Birkenstock, P.C.**

Jeffrey M. Wice- co-lead attorney with Torchinsky to coordinate with the Commission, legal research & analysis; attend meetings and hearings

Aaron Barden- associate attorney- attend hearings, meetings; will assist with legal research and analysis.

Jim Lamb- serve as local counsel and help advise the other attorneys on compliance with Michigan law.

### **Holtzman Vogel Josefiak Torchinsky PLLC**

Jason Torchinsky- co-lead attorney will work with Wice to coordinate with the Commission and direct Subcontractor's team; attend meetings and hearings

Phillip Gordon- will provide legal support and analysis; attend meetings and hearings

Andrew Pardue- will provide legal support and analysis; attend meetings and hearings



## APPENDIX A PERSONNEL RESUME TEMPLATE

<b>Proposed Resource Name:</b>	Jeffrey M. Wice
<b>Proposed Classification:</b>	Election Lawyer
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor provide name of company:</b>	
<b>Percentage of time resource will be allocated to project:</b>	20%

**Agency:** List the required skill sets, education, certifications, and training requirements for each key personnel role. Below are examples of required skills, education and certifications and examples of vendor responses.

**Bidder:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Bidder's Response
<p>The attorney, firm or other entity must demonstrate experience and expertise in legal and advisory services specific to redistricting and the Voting Rights Act ("VRA") to advise the Commission, its staff, attorneys and consultants.</p> <p>Provide a description of demonstrated expertise and experience with redistricting, reapportionment districting and elections activities and subsequent relevant cases, including the following:</p> <ul style="list-style-type: none"> <li>i) Names of the public entities or private parties represented in redistricting matters, including experience representing public bodies, boards or commissions.</li> <li>ii) The principle legal issues presented in each matter handled by the attorney, law firm or entity.</li> <li>iii) The outcome of the prior redistricting representation.</li> <li>iv) Any relevant published work.</li> <li>v) Specifically address demonstrated experience as it pertains to Section 2 and Section 5 of the Voting Rights Act.</li> </ul>	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Mr. Wice has over 40 years of experience advising legislators, commissions, state &amp; local governments on all aspects of the redistricting, census &amp; voting rights processes and law. He has experience defending and challenging redistricting plans with an expertise in developing strategies to enact plans and avoiding litigation. He is the co-editor/-author of the National Conference of State Legislatures (NCSL) 2020 Redistricting Redbook handbook, a practitioners guide to redistricting and voting rights law and process. He is an Adjunct Professor/Senior Fellow at New York Law School where he provides extensive education and training programs on these topics.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <p>As a longtime counsel to the New York State Legislature, Mr. Wice has served in several National Conference of State Legislatures (NCSL) leadership positions, including service on the national Executive Committee and currently as staff chair of the Elections and Redistricting Committee. He is currently the staff co-chair of NCSL's Redistricting &amp; Elections Committee and is a co-editor/co-author of NCSL's 2020 Redistricting Handbook.</p> <p>At New York Law School, Wice serves as an Adjunct Professor and Senior Fellow, directing the NY Census &amp; Redistricting Institute and</p>

## APPENDIX A PERSONNEL RESUME TEMPLATE

	<p>teaching classes in redistricting, voting rights, and census law.</p> <p>a. Prior representation of public/private parties in redistricting matters, including experience representing boards/commissions</p> <ul style="list-style-type: none"> <li>○ California: <ul style="list-style-type: none"> <li>▪ Mr. Wice served as counsel to the California Senate from 2010 to 2012 to monitor the Commission's work and provide advice on how the state commission's plans complied with the Voting Rights Act. The state's plan was approved and implemented.</li> </ul> </li> <li>○ New York <ul style="list-style-type: none"> <li>▪ Mr. Wice has served as redistricting counsel to several New York State Assembly Speakers and Senate leaders during the 1980, 1990, 2000 and 2010 cycles. He is currently counsel to the New York State Assembly redistricting co-chair. All New York plans were approved and implemented.</li> <li>▪ In New York City, he helped guide the 2003 and 2013 New York City Council redistricting plans through enactment and federal Justice Department approval. Neither plan was challenged in a federal or state court.</li> <li>▪ In 2013, New York's Town of Brookhaven on Long Island retained Mr. Wice to develop the town's first redistricting process and successful map. The plan was approved and implemented.</li> <li>▪ New York's Town of North Hempstead utilized Mr. Wice's expertise to guide its redistricting commission when it developed its first map. The plan was approved and implemented.</li> <li>▪ In Nassau County, NY, Mr. Wice has served as counsel to three</li> </ul> </li> </ul>
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## APPENDIX A PERSONNEL RESUME TEMPLATE

	<p>successive county legislative redistricting efforts.</p> <ul style="list-style-type: none"> <li>○ Mr. Wice has also served as redistricting counsel to the Massachusetts state legislature, Connecticut General Assembly, Virginia House of Delegates Democratic Caucus, Clark County. NV, Baltimore, MD. All plans were approved and implemented without litigation.</li> <li>○ Through his national work, Mr. Wice has worked in nearly every state on redistricting as an advisor.</li> </ul> <p>b. Principal legal issues handled in each matter handled by the attorney, firm, or entity</p> <ul style="list-style-type: none"> <li>○ Mr. Wice has had extensive experience working with the Voting Rights Act and in every aspect of redistricting law and legislation.</li> </ul> <p>c. Experience with Section 2 and Section 5 of the Voting Rights Act</p> <ul style="list-style-type: none"> <li>○ Mr. Wice has had extensive experience in both Section 2 and Section 5 applications. <ul style="list-style-type: none"> <li>○ In New York, he participated in Section 5 U.S. Justice Department submissions on behalf of New York State and New York City.</li> <li>○ Two successive New York City Council redistricting commissions and the New York State legislature utilized his expertise in developing council and state legislative districts to conform with Section 5 requirements and to avoid Section 2 districting problems.</li> </ul> </li> <li>○ In 2001, Mr. Wice represented the Louisiana Legislative Black Caucus in its opposition to that state's state House plan in a Section 5 action.</li> <li>○ Mr. Wice has also participated in submitting several Voting Rights Act amicus briefs in the U.S. Supreme Court.</li> </ul> <p>d. The outcome of prior redistricting representations, e.g., resolved without litigation, negotiated settlement, or trial</p> <ul style="list-style-type: none"> <li>○ Mr. Wice assisted the New York Legislature and City of New York with speedy U.S. Justice Department</li> </ul>
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## APPENDIX A PERSONNEL RESUME TEMPLATE

	<p>submissions required under Section 5 of the Voting Rights Act.</p> <ul style="list-style-type: none"> <li>○ In 2002. Mr Wice's efforts working for the Louisiana Legislative Black Caucus helped settle a case before a federal district court after the State accepted adjustments proposed by the Attorney General to 12 majority-minority districts and one majority district.</li> </ul> <p>e. Any experience with voting rights litigation not related to the VRA</p> <ul style="list-style-type: none"> <li>○ Mr. Wice has participated in several New York cases involving challenges to state and local redistricting plans. He has also advised counsel in numerous states involved with redistricting challenges.</li> </ul>
<p>Provide a description of demonstrated expertise and experience in advisory and legal services (if any) as it pertains to the Michigan Election Law (Act 116 of 1954), including number of years' experience</p>	<p><b>Does resource have this required skill: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Description of skills and experience:</b></p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p>



## APPENDIX A PERSONNEL RESUME TEMPLATE

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the bidder and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i> 2021	ongoing
Client/Project: Special Counsel, New York State Assembly Redistricting Task Force CoChair	
Employer: New York State Assembly, Assemblyman Robert Rodriguez, 729 LOB, Albany NY, 12248, [REDACTED]	
Title/Percentage of time: Special Counsel, 10%	
Description: <i>Counsel to State Assembly's redistricting chair</i>	

Start Date: 2019	End Date: ongoing
Client/Project: NY Census & Redistricting Institute, contact Matthew Gewolb, Counsel to New York Law School 185 W. Broadway, NY, NY 10003 [REDACTED]	
Employer: New York Law School	
Title/Percentage of time: 20%	
Description: Adjunct Professor & Senior Fellow teaching redistricting & voting rights law	

Start Date: 2000	End Date: ongoing
Client/Project: National Association of Jewish Legislators, c/o JCPA, 25 Broadway, 17 <sup>th</sup> floor, New York, NY 10004 [REDACTED]	
Employer: National Association of Jewish Legislators,	
Title/Percentage of time: 5%	
Description: director nonprofit organization of elected officials	

### EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	Bachelors Of Arts in English	Year Completed: 1975
Program	English	
University	The George Washington University, Washington, DC	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	Juris Doctor	Year Completed: 1982
Program	Law	
University	Antioch School of Law, Washington, DC	

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Name	District Of Columbia Bar
Topic/Description	Member
Date completed	1983
Name	United States Supreme Court Bar Member

**APPENDIX A**  
**PERSONNEL RESUME TEMPLATE**

Date completed 1995	
Name	<u>United States District Court for the District of Columbia</u>
Topic/Description	Member
Date completed	2001

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another project the bidder must provide a letter signed by the that Project Manager releasing the individual from the project.

## APPENDIX A PERSONNEL RESUME TEMPLATE

<b>Proposed Resource Name:</b>	Aaron Barden
<b>Proposed Classification:</b>	Associate
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor provide name of company:</b>	n/a
<b>Percentage of time resource will be allocated to project:</b>	30%

**Agency:** List the required skill sets, education, certifications, and training requirements for each key personnel role. Below are examples of required skills, education and certifications and examples of vendor responses.

**Bidder:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Bidder's Response
<p>The attorney, firm or other entity must demonstrate experience and expertise in legal and advisory services specific to redistricting and the Voting Rights Act ("VRA") to advise the Commission, its staff, attorneys and consultants. Provide a description of demonstrated expertise and experience with redistricting, reapportionment districting and elections activities and subsequent relevant cases, including the following:</p> <ul style="list-style-type: none"> <li>i) Names of the public entities or private parties represented in redistricting matters, including experience representing public bodies, boards or commissions.</li> <li>ii) The principle legal issues presented in each matter handled by the attorney, law firm or entity.</li> <li>iii) The outcome of the prior redistricting representation.</li> <li>iv) Any relevant published work.</li> <li>v) Specifically address demonstrated experience as it pertains to Section 2 and Section 5 of the Voting Rights Act.</li> </ul>	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Princeton Gerrymandering Project. Worked as a Legal and Policy Analyst assisting the Project's mission of bridging the gaps between math, data, and law in redistricting by analyzing proposed legislation, drafting white papers, and creating relationships with stakeholders.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b> Princeton Gerrymandering Project – 2019 to 2020.</p>
<p>Provide a description of demonstrated expertise and experience in advisory and legal services (if any) as it pertains to the Michigan Election Law (Act 116 of 1954), including number of years' experience</p>	<p><b>Does resource have this required skill:</b> Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/></p> <p><b>Description of skills and experience:</b> n/a</p> <p><b>Name of project(s) and year(s) experience was obtained:</b> n/a</p>

## APPENDIX A

### PERSONNEL RESUME TEMPLATE

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the bidder and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: 09/2019	End Date: 10/2019
Project: <i>Amicus curiae</i> brief in <i>Common Cause v. Lewis</i> (Wake Cty. Super. Ct., Sept 2019)	
Dr. Samuel S.-H. Wang Director, Princeton Gerrymandering Project, Princeton University Green Hall, Rm. O-N-12 Princeton, NJ 08544 [REDACTED] [REDACTED]	
Employer: Princeton Gerrymandering Project	
Title/Percentage of time: Legal/Policy Analyst; 80%	
Description: With the help of other analysts at PGP and local North Carolina counsel, I wrote portions of an <i>amicus</i> brief in a North Carolina partisan gerrymandering case, which was submitted on behalf of PGP's Director, Dr. Samuel Wang. The purpose of the brief was to point out the implicit bias in the "random selection" method chosen by the legislators, to discuss the remaining partisan skew in the remedial maps, and to discuss the splitting of communities of interest. The motion to appear as <i>amicus curiae</i> was ultimately denied, and the Court upheld the maps.	

  

Start Date: 09/2019	End Date: 02/2020
Project: "A Citizen's Guide to Redistricting in Virginia"	
Dr. Samuel S.-H. Wang Director, Princeton Gerrymandering Project, Princeton University Green Hall, Rm. O-N-12 Princeton, NJ 08544 [REDACTED] [REDACTED]	
Employer: Princeton Gerrymandering Project	
Title/Percentage of time: Legal/Policy Analyst; 30%	
Description: With the help of other analysts at PGP, I wrote two versions of this Guide, reflecting the pre- and post-election landscape with regards to the effect of the <i>Bethune-Hill</i> remedial map for the House of Delegates district plan. In relevant part, I compiled electoral and demographic data by district and analyzed the effect that the redraw appeared to have on the 2019 election results. Part of this analysis included seeing how the unpacking of black voting age population in a number of districts likely led to the election of more candidates of choice in Southeastern Virginia. I also provided a short synopsis of the law surrounding race and redistricting. In addition, to update the Guide, I wrote three one-pagers regarding Virginia's constitutional amendment creating its bipartisan, hybrid commission. One of these dealt specifically with the Amendment's protections for communities of color.	

  

Start Date: 03/2020	End Date: 08/2020
Project: Untitled North Carolina Guide	
Hannah Wheelen Project Manager and Data Coordinator, Princeton Gerrymandering Project Princeton University Green Hall, Rm. O-N-12 Princeton, NJ 08544 [REDACTED] [REDACTED]	

## APPENDIX A PERSONNEL RESUME TEMPLATE

Employer: Princeton Gerrymandering Project
Title/Percentage of time: Legal/Policy Analyst; 30%
Description: Similarly, I drafted a similar, unpublished report for North Carolina. This included a lengthy discussion of the state's history with race and redistricting, both under Section 2 of the VRA ( <i>Gingles</i> and its progeny) and the Equal Protection Clause ( <i>Shaw</i> and its progeny). The draft of this report was based in large part on the legal landscape in North Carolina as well as a large number of discussions with stakeholders on the ground from both the conservative and progressive sides of the reform conversation in the state. These discussions helped provide clarity on the issues of race in the North Carolina redistricting process that gave rise to the state's decades-long redistricting issues.

Start Date: 11/2019	End Date: 09/2020
Client/Project: Representable.org	
Jason Rhode National Coordinator, Princeton Gerrymandering Project Princeton University Green Hall, Rm. O-N-12 Princeton, NJ 08544 [REDACTED] [REDACTED]	

Employer: Princeton Gerrymandering Project
Title/Percentage of time: Legal/Policy Analyst; 20%
Description: I assisted with the rollout of a web-based mapping platform created and maintained by Princeton students called Representable.org. The purpose of this platform is to allow citizens to easily draw their communities of interest as may be required by law in some states, like Michigan. Most of my role in this project was to work closely with PGP's national outreach coordinator to discuss the use of Representable with national reform groups (Common Cause, League of Women Voters, etc.); national racial/social justice organizations (Asian Americans Advancing Justice, NAACP, NAACP LDF, MALDEF, etc.); and other community leaders (Voters Not Politicians, OneVirginia2021, CHANGE Illinois, Fair Districts PA, etc.). We also interviewed state officials in charge of redistricting to get their feedback on how the public provides COI input to understand how to provide the best solution.

Start Date: 01/2020	End Date: 08/2020
Client/Project: Michigan Redistricting Commission Orientation	
Hannah Wheelen Project Manager and Data Coordinator, Princeton Gerrymandering Project Princeton University Green Hall, Rm. O-N-12 Princeton, NJ 08544 [REDACTED] [REDACTED]	

Employer: Princeton Gerrymandering Project
Title/Percentage of time: Legal/Policy Analyst, 10%
Description: I worked with the Secretary of State's Office to plan the initial convening of the Redistricting Commission. This consisted of gathering key stakeholders at the Michigan State University Institute for Social Policy and Public Research and the University of Michigan Center for Local, State, and Urban Policy. In collaboration with the SOS, IPPSR, and CLOSUP, I helped to create an agenda outline and to compile useful introductory materials for the newly sworn-in Commissioners. There was no further involvement in the Commission process beyond the creation of the agenda and the outline.

### EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	Juris Doctorate	Year Completed: 2019
Program	Law	
University	William & Mary Law School, 613 S Henry St, Williamsburg, VA 23185	



## APPENDIX A PERSONNEL RESUME TEMPLATE

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	Bachelor's in Political Science	Year Completed: 2015
Program	Major(s) area of study: Public Policy & Administration	Minor area of study: Spanish
University	Virginia Commonwealth University, Richmond, VA 23284	

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	Making the Maps: The Redistricting Webinar Series (by the National Conference for State Legislatures)
Topic	Redistricting (Census, data, metrics, ecological inference, VRA, criteria, sampling, public input)
Date taken	04/21/2020 – 05/21/2020
Course Name	Redistricting with Geospatial Information Systems (by William & Mary Law School)
Topic	Redistricting, GIS, VRA
Date taken	10/2017 – 11/2017

Certifications/Affiliations	
Name	n/a
Topic/Description	n/a
Date completed	n/a

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another project the bidder must provide a letter signed by the that Project Manager releasing the individual from the project.

## APPENDIX A PERSONNEL RESUME TEMPLATE

<b>Proposed Resource Name:</b>	Jason Torchinsky
<b>Proposed Classification:</b>	Subcontractor – Election Lawyer
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor provide name of company:</b>	Holtzman Vogel Josefiak Torchinsky PLLC
<b>Percentage of time resource will be allocated to project:</b>	10%

**Agency:** List the required skill sets, education, certifications, and training requirements for each key personnel role. Below are examples of required skills, education and certifications and examples of vendor responses.

**Bidder:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Bidder's Response
<p>The attorney, firm or other entity must demonstrate experience and expertise in legal and advisory services specific to redistricting and the Voting Rights Act ("VRA") to advise the Commission, its staff, attorneys and consultants. Provide a description of demonstrated expertise and experience with redistricting, reapportionment districting and elections activities and subsequent relevant cases, including the following:</p> <ul style="list-style-type: none"> <li>i) Names of the public entities or private parties represented in redistricting matters, including experience representing public bodies, boards or commissions.</li> <li>ii) The principle legal issues presented in each matter handled by the attorney, law firm or entity.</li> <li>iii) The outcome of the prior redistricting representation.</li> <li>iv) Any relevant published work.</li> <li>v) Specifically address demonstrated experience as it pertains to Section 2 and Section 5 of the Voting Rights Act.</li> </ul>	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Mr. Torchinsky has represented numerous state and private entities in redistricting litigation in the United States Supreme Court, federal appellate and district courts, and various state courts across the country. He has experience in both defending and challenging state redistricting plans, including in Michigan.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b>  <b>U.S. Supreme Court Cases</b>  <i>Corman v. Pa. Democratic Party</i>, Nos. 20-542 and 20-574 (2021) (filed petition for writ of certiorari)  <i>Brnovich v. Democratic Nat'l Comm.</i>, No. 19-1257 (filed 2020) (Counsel to amici Republican Governors Public Policy Committee and Helen Purcell)  <i>Americans for Prosperity Foundation v. Becerra</i>, No. 19-251 (filed 2020) (Counsel to amicus Hispanic Leadership Fund)  <i>Scarnati v. Boockvar</i>, 141 S. Ct. 644 (2020) (filed application for emergency stay)  <i>Carney v. Adams</i>, 141 S. Ct. 493 (2020) (Counsel to amici Anthony Daunt and Norman Shinkle)  <i>N.Y. Republican State Comm. v. SEC</i>, 140 S. Ct. 908 (2020) (filed petition for writ of certiorari)  <i>Evergreen Freedom Found., d/b/a Freedom Found. v. Washington</i>, 139 S. Ct. 2647 (2019) (filed petition for writ of certiorari)  <i>Dep't of Com. v. N.Y.</i>, 139 S. Ct. 2551 (2019) (Counsel to amici Republican National Committee and National Republican Congressional Committee)  <i>Thompson v. Hebdon</i>, 140 S. Ct. 348 (2019) (Counsel to amici National Republican Senatorial Committee and National Republican Congressional Committee)  <i>Va. House of Delegates v. Bethune-Hill</i>, 139 S. Ct. 1945 (2019) (Counsel to amici Michigan House Speaker and Congressional Delegation)</p>

## APPENDIX A PERSONNEL RESUME TEMPLATE

	<p><i>Chatfield v. League of Women Voters</i>, 140 S. Ct. 429 (2019) (Counsel for Michigan House Speaker and Michigan Congressional Delegation winning order vacating lower court redistricting opinion after trial)</p> <p><i>Rucho v. Common Cause</i>, 139 S. Ct. 2484 (2019) (Counsel for amici Republican National Committee and National Republican Congressional Committee)</p> <p><i>Gill v. Whitford</i>, 138 S. Ct. 1916 (2018) (Counsel for amici National Republican Congressional Committee)</p> <p><i>Rucho v. Common Cause</i>, 139 S. Ct. 923 (2018) (Counsel for amici Congressional Delegation)</p> <p><b><u>U.S. Courts of Appeals Cases</u></b></p> <p><i>Common Cause v. Lewis</i>, 956 F.3d 246 (4th Cir. 2020) (Counsel for amicus Reginald Reid)</p> <p><i>Fusilier v. Landry</i>, 963 F.3d 447 (5th Cir. 2020) (Counsel for State Attorney General in judicial redistricting case reversing trial court liability and remedy in judicial redistricting case)</p> <p><i>Daunt v. Benson</i>, 956 F.3d 396 (6th Cir. 2020) (Counsel for Plaintiffs in challenge to state redistricting commission)</p> <p><i>Ohio A. Phillip Randolph Inst. v. Obhof</i>, 802 F. App'x 185 (6th Cir. 2020) (Counsel to third-party respondent vacating trial court discovery order)</p> <p><i>Jacobson v. Fla. Sec'y of State</i>, 974 F.3d 1236 (11th Cir. 2020) (Defense of challenge to Florida ballot order statute)</p> <p><i>Democratic Exec. Comm. of Fla. v. Lee</i>, 915 F.3d 1312 (11th Cir. 2019) (Defense of challenge to Florida absentee ballot signature match requirement)</p> <p><i>Calzone v. Summers</i>, 942 F.3d 415 (8th Cir. 2019) (Counsel for amici Americans for Prosperity, Americans for Prosperity Foundation, United for Missouri, and ACLU)</p> <p><i>League of Women Voters of Mich. v. Johnson</i>, 902 F.3d 572 (6th Cir. 2018) (Counsel for Congressional delegation intervenors in statewide congressional district case)</p> <p><i>Short v. Brown</i>, 893 F.3d 671 (9th Cir. 2018) (Counsel to Plaintiffs in challenge to California Voter's Choice Act)</p> <p><b><u>U.S. District Court Cases</u></b></p> <p><i>Disability Law Ctr. v. Meyer</i>, U.S. Dist. LEXIS 161612 (D. Alaska 2020) (Counsel for amicus Honest Elections Project)</p> <p><i>La. State. Conf. of the NAACP v. Louisiana</i>, 2020 U.S. Dist. LEXIS 193556 (M.D. La. 2020) (granting State's motion for interlocutory appeal on motion to dismiss for lack of jurisdiction)</p> <p><i>Jabbour v. Merrill</i>, 1:20cv34 (S.D. Ala. 2020) (Challenge to Alabama UOCAVA ranked choice voting statute)</p> <p><i>Johnson v. Ardoin</i>, 2019 U.S. Dist. LEXIS 91449 (M.D. La. 2019) (Counsel for Secretary of State in Congressional District challenge)</p> <p><i>Daunt v. Benson</i>, 425 F. Supp. 3d 856 (W.D. Mich. 2019) (Counsel for Plaintiffs in challenge to state redistricting commission)</p> <p><i>League of Women Voters of Mich. v. Benson</i>, 373 F. Supp. 3d 867 (E.D. Mich. 2019) (Defense of partisan redistricting challenge to Michigan legislative and congressional districts)</p> <p><i>Corman v. Torres</i>, 287 F. Supp. 3d 558 (M.D. Pa. 2018) (Counsel for legislators in Election Clause challenge)</p> <p><i>Agre v. Wolf</i>, 284 F. Supp. 3d 591 (E.D. Pa. 2018) (Trial counsel for legislative intervenors in statewide redistricting challenge)</p> <p><i>In re Braden</i>, 344 F. Supp. 3d 83 (D.D.C. 2018) (Counsel for third-party respondent in redistricting discovery matter)</p>
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## APPENDIX A

### PERSONNEL RESUME TEMPLATE

	<p><i>Maggard v. Detzner</i>, 2015 U.S. Dist. LEXIS 182341 (N.D. Fla. 2015) (Counsel for Plaintiffs in First Amendment challenge to aspects of the Florida redistricting process)</p> <p><i>Fletcher v. Lamone</i>, 831 F. Supp. 2d 887 (D. Md. 2011) (aff'd 567 U.S. 930 (2012)) (Counsel for Plaintiffs in congressional redistricting litigation)</p> <p><b><u>State Court Cases</u></b></p> <p><i>Pa. Democratic Party v. Boockvar</i>, 238 A.3d 345 (Pa. 2020) (Defense of challenge to Pennsylvania absentee ballot requirements in light of COVID-19)</p> <p><i>Fisher v. Hargett</i>, 604 S.W.3d 381 (Tenn. 2020) (Counsel for amici Republican National Committee and Tennessee Republican Party)</p> <p><i>Western Native Voices v. Stapleton</i>, 2020 Mont. LEXIS 2334 (2020) (Counsel for amici House Speaker and Senate President)</p> <p><i>Edward v. Vesilind</i>, 292 Va. 510 (2016) (Counsel for bipartisan group of State Senators winning decision that protected legislative privilege in a redistricting case)</p> <p><i>League of Women Voters v. Commonwealth</i>, 645 Pa. 1 (Pa. 2018) (Counsel for legislature in statewide congressional redistricting case)</p> <p><i>League of Women Voters of Pa. v. Commonwealth</i>, 177 A.3d 1000 (Pa. Commw. Ct. 2017) (Counsel for legislators in legislative privilege matter in redistricting case)</p> <p><i>In re 2012 Legislative Districting of the State</i>, 80 A.3d 1073 (Md. 2012) (Counsel for petitioners in state redistricting litigation)</p>
Provide a description of demonstrated expertise and experience in advisory and legal services (if any) as it pertains to the Michigan Election Law (Act 116 of 1954), including number of years' experience	<p><b>Does resource have this required skill:</b>    Yes <input type="checkbox"/>    or    No <input checked="" type="checkbox"/></p> <p><b>Description of skills and experience:</b></p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p>

## APPENDIX A PERSONNEL RESUME TEMPLATE

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the bidder and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: 2017	End Date: <i>Representation ongoing</i>
Client/Project: Louisiana Attorney General. Contact Elizabeth Murrill, Solicitor General, 1885 N. 3 <sup>rd</sup> St., Baton Rouge, LA 70802. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: <i>Partner, 30%.</i>	
Description: <i>Primary client contact. Directed HVJT team, assigned tasks, reviewed and approved all filings.</i>	

Start Date: 2017	End Date: 2018
Client/Project: Pennsylvania Senate Republican Caucus. Contact Crystal H. Clark, General Counsel, B-51 Main Capitol, Harrisburg, PA 17120. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: <i>Partner, 70% (approximate).</i>	
Description: <i>Primary client contact. Directed HVJT team, assigned tasks, reviewed and approved all filings.</i>	

Start Date: 2018	End Date: 2019
Client/Project: Village of Port Chester, NY. Contact: Anthony Cerreto, Village Attorney, 222 Grace Church St., Port Chester, NY 10573. (914) 939-200. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: <i>Partner, 70% (approximate).</i>	
Description: <i>Primary client contact. Directed HVJT team, assigned tasks, reviewed and approved all memoranda.</i>	

### EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>Juris Doctor</i>	Year Completed: 2001
Program	<i>Law</i>	
University	<i>William &amp; Mary Law School – Williamsburg, VA</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>Bachelor of Arts</i>	Year Completed: 1998
Program	Major(s) area of study: <i>Government and Public Policy</i>	Minor area of study:
University	<i>The College of William &amp; Mary – Williamsburg, VA</i>	

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	<i>Virginia Bar</i>
Topic/Description	<i>Member</i>
Date completed	<i>2001</i>



## APPENDIX A PERSONNEL RESUME TEMPLATE

Name	District of Columbia Bar
Topic/Description	Member
Date completed	2007
Name	United States Supreme Court Bar
Topic/Description	Member
Date completed	2012
Name	United States Second Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2014
Name	United States Fourth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2012
Name	United States Fifth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2017
Name	United States Sixth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2016
Name	United States Eighth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2016
Name	United States Ninth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2005
Name	United States Eleventh Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2018
Name	United States District Court for the Western District of Virginia Bar
Topic/Description	Member
Date completed	2018
Name	United States District Court for the District of Columbia Bar
Topic/Description	Member
Date completed	2009
Name	United States District Court for Colorado Bar
Topic/Description	Member
Date completed	2013
Name	United States District Court for the Eastern District of Arkansas Bar
Topic/Description	Member
Date completed	2016
Name	United States District Court for the Western District of Virginia Bar
Topic/Description	Member
Date completed	2018
Name	United States District Court for the Northern District of Florida Bar
Topic/Description	Member
Date completed	2018
Name	United States District Court for the Western District of Virginia Bar
Topic/Description	Member
Date completed	2018
Name	United States District Court for the Eastern Michigan District of Columbia Bar
Topic/Description	Member
Date completed	2017
Name	United States District Court for the Western District of Virginia Bar
Topic/Description	Member
Date completed	2018
Name	United States District Court for the Western District of Michigan Bar

**APPENDIX A**  
**PERSONNEL RESUME TEMPLATE**

Topic/Description	Member
Date completed	2018
Name	United States District Court for the Western District of Virginia Bar
Topic/Description	Member
Date completed	2018
Name	United States District Court for the Eastern District of Wisconsin Bar
Topic/Description	Member
Date completed	2002

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another project the bidder must provide a letter signed by the that Project Manager releasing the individual from the project.

## APPENDIX A PERSONNEL RESUME TEMPLATE

<b>Proposed Resource Name:</b>	James C. Lamb
<b>Proposed Classification:</b>	Partner
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor provide name of company:</b>	n/a
<b>Percentage of time resource will be allocated to project:</b>	5%

**Agency:** List the required skill sets, education, certifications, and training requirements for each key personnel role. Below are examples of required skills, education and certifications and examples of vendor responses.

**Bidder:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Bidder's Response
<p>The attorney, firm or other entity must demonstrate experience and expertise in legal and advisory services specific to redistricting and the Voting Rights Act ("VRA") to advise the Commission, its staff, attorneys and consultants. Provide a description of demonstrated expertise and experience with redistricting, reapportionment districting and elections activities and subsequent relevant cases, including the following:</p> <ul style="list-style-type: none"> <li>i) Names of the public entities or private parties represented in redistricting matters, including experience representing public bodies, boards or commissions.</li> <li>ii) The principle legal issues presented in each matter handled by the attorney, law firm or entity.</li> <li>iii) The outcome of the prior redistricting representation.</li> <li>iv) Any relevant published work.</li> <li>v) Specifically address demonstrated experience as it pertains to Section 2 and Section 5 of the Voting Rights Act.</li> </ul>	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> For more than 30 years, I have provided direct services and legal advise on Michigan elections activities.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <p>Direct services provided as an employee/consultant to:  Michigan Democratic Party – 1989 to 1991  Congressman John D. Dingell – 1991 to 1995  Marilyn Kelly for Michigan Supreme Court – 1996</p> <p>Recent Michigan clients with Michigan Election Law issues:  Bipartisan Solutions – 2018 to present  David Coulter for Oakland County Executive – 2021 to present  Lon Johnson for Congress – 2015 to 2017  Michigan Democratic Party – 2013 to 2017  Andy Levin for Congress – 2017 to 2018  Sandy Levin for Congress – 2002 to 2018  Stand Tall PAC – 2021 to present  The Peoples PAC – 2017-2018  The Voting Project – 2020 to present  Voters Not Politicians – 2020</p>
<p>Provide a description of demonstrated expertise and experience in advisory and legal services (if any) as it pertains to the Michigan Election Law (Act 116 of 1954), including number of years' experience</p>	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> n/a</p> <p>For more than 25 years, I have provided legal services for clients to ensure compliance with Michigan Election Law.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <p>Recent Michigan clients with Michigan Election Law issues:  Bipartisan Solutions – 2018 to present  David Coulter for Oakland County Executive – 2021 to present  Lon Johnson for Congress – 2015 to 2017</p>

**APPENDIX A**  
**PERSONNEL RESUME TEMPLATE**

	Michigan Democratic Party – 2013 to 2017 Andy Levin for Congress – 2017 to 2018 Sandy Levin for Congress – 2002 to 2018 Stand Tall PAC – 2021 to present The Peoples PAC – 2017-2018 The Voting Project – 2020 to present Voters Not Politicians – 2018 to present
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## APPENDIX A PERSONNEL RESUME TEMPLATE

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the bidder and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: 2018	End Date: Continuing
Client: Bipartisan Solutions  Reference: Richard Czuba President, Bipartisan Solutions [REDACTED]	
Description: Bipartisan Solutions is a 501(c)(4) non-profit organization that does non-express advocacy issue advocacy communications and grassroots lobbying. I provided legal counsel to ensure compliance with Michigan Election Law as issues arose.	

Start Date: 2002	End Date: 2018
Client: Sandy Levin for Congress  Hilarie Chambers Chief of Staff and Political Director [REDACTED]	
Description: Sandy Levin for Congress was a federal candidate committee that often made contributions to Michigan candidates and filed Michigan campaign finance reports. I provided legal counsel to ensure compliance with Michigan Election Law as issues arose.	
Client: Michigan Democratic Party  Lon Johnson Chairman (former) [REDACTED]	
Description: Provided legal counsel on federal and state matters to ensure compliance with Federal and Michigan Election Law.	

### EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	Juris Doctorate	Year Completed: 1995
Program	Law	
University	Wayne State University, Detroit	

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	n/a
Topic	

**APPENDIX A**  
**PERSONNEL RESUME TEMPLATE**

Date taken	
Course Name	
Topic	
Date taken	

Certifications/Affiliations	
Name	n/a
Topic/Description	n/a
Date completed	n/a

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another project the bidder must provide a letter signed by the that Project Manager releasing the individual from the project.

## APPENDIX A PERSONNEL RESUME TEMPLATE

<b>Proposed Resource Name:</b>	Phillip Gordon
<b>Proposed Classification:</b>	Subcontractor – Election Lawyer
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor provide name of company:</b>	Holtzman Vogel Josefiak Torchinsky PLLC
<b>Percentage of time resource will be allocated to project:</b>	20%

**Agency:** List the required skill sets, education, certifications, and training requirements for each key personnel role. Below are examples of required skills, education and certifications and examples of vendor responses.

**Bidder:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Bidder's Response
<p>The attorney, firm or other entity must demonstrate experience and expertise in legal and advisory services specific to redistricting and the Voting Rights Act ("VRA") to advise the Commission, its staff, attorneys and consultants. Provide a description of demonstrated expertise and experience with redistricting, reapportionment districting and elections activities and subsequent relevant cases, including the following:</p> <ul style="list-style-type: none"> <li>i) Names of the public entities or private parties represented in redistricting matters, including experience representing public bodies, boards or commissions.</li> <li>ii) The principle legal issues presented in each matter handled by the attorney, law firm or entity.</li> <li>iii) The outcome of the prior redistricting representation.</li> <li>iv) Any relevant published work.</li> <li>v) Specifically address demonstrated experience as it pertains to Section 2 and Section 5 of the Voting Rights Act.</li> </ul>	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Mr. Gordon has represented numerous state and private entities in redistricting litigation in the United States Supreme Court, federal appellate and district courts, and state courts. He has experience in both defending and challenging state redistricting plans, including in Michigan.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b> <b>U.S. Supreme Court Cases</b></p> <p><i>Va. House of Delegates v. Bethune-Hill</i>, 139 S. Ct. 2715 (2019) (Co-counsel for amicus National Republican Redistricting Trust in case concerning Section 2 of the Voting Rights Act)</p> <p><i>Chatfield v. League of Women Voters</i>, 140 S. Ct. 429 (2019) (Co-counsel for Michigan House Speaker and Michigan Congressional Delegation winning order vacating lower court redistricting opinion after trial)</p> <p><i>Turzai v. Brandt</i>, No. 17-1700 (petition filed Jun. 21, 2018) (Co-counsel for Pennsylvania Senate President Pro-Tempore Joseph B. Scarnati III) (petition denied on Oct. 29, 2018)</p> <p><i>Gill v. Whitford</i>, 138 S. Ct. 1916 (2018) (Co-counsel for amicus National Republican Congressional Committee in partisan gerrymandering case) (case decided on jurisdictional grounds and remanded to district court)</p> <p><i>Benisek v. Lamone</i>, 138 S. Ct. 1942 (2018) (Co-counsel for amicus Pennsylvania Senate President Pro-Tempore Joseph B. Scarnati III)</p> <p><i>Scarnati III v. Agre</i>, No. 17-1368 (filed Mar. 26, 2018) (Co-counsel for Pennsylvania Senate President Pro-Tempore Joseph B. Scarnati III) (appeal dismissed at jurisdictional statement stage for lack of jurisdiction)</p> <p><i>Agre v. Wolf</i>, 138 S. Ct. 2576 (2018) (Co-counsel for Pennsylvania Senate President Pro-Tempore Joseph B. Scarnati III) (appeal dismissed as moot on May 29, 2018)</p>

## APPENDIX A

### PERSONNEL RESUME TEMPLATE

	<p><b><u>U.S. Courts of Appeals Cases</u></b></p> <p><i>Fusilier v. Landry</i>, 963 F.3d 447 (5th Cir. 2020) (Co-counsel for appellant Louisiana Attorney General in judicial Voting Rights Act case) (court reversed trial court's liability and remedy findings)</p> <p><i>Ohio A. Phillip Randolph Inst. v. Obhof</i>, 802 F. App'x 185 (6th Cir. 2020) (Co-counsel to third-party respondents in redistricting discovery matter) (court vacated trial court discovery order)</p> <p><i>League of Women Voters of Mich. v. Johnson</i>, 902 F.3d 572 (6th Cir. 2018) (Co-counsel for Congressional delegation intervenors in statewide congressional district case) (won appeal of trial court denial of intervention)</p> <p><b><u>U.S. District Court Cases</u></b></p> <p><i>La. State. Conf. of the NAACP v. Louisiana</i>, 2020 U.S. Dist. LEXIS 193556 (M.D. La. 2020) (granting State's motion for interlocutory appeal on motion to dismiss for lack of jurisdiction)</p> <p><i>Johnson v. Ardoin</i>, 2019 U.S. Dist. LEXIS 91449 (M.D. La. 2019) (Co-counsel for Louisiana Secretary of State in Congressional District challenge)</p> <p><i>Corman v. Torres</i>, 287 F. Supp. 3d 558 (M.D. Pa. 2018) (Co-counsel for legislators in Election Clause challenge)</p> <p><i>Agre v. Wolf</i>, 284 F. Supp. 3d 591 (E.D. Pa. 2018) (Co-counsel for legislative intervenors in statewide redistricting challenge)</p> <p><b><u>State Court Cases</u></b></p> <p><i>League of Women Voters v. Commonwealth</i>, 645 Pa. 1 (Pa. 2018) (Co-counsel for state legislature in statewide congressional redistricting case)</p> <p><i>League of Women Voters of Pa. v. Commonwealth</i>, 177 A.3d 1000 (Pa. Commw. Ct. 2017) (Co-counsel for legislators in legislative privilege matter in redistricting case)</p>
<p>Provide a description of demonstrated expertise and experience in advisory and legal services (if any) as it pertains to the Michigan Election Law (Act 116 of 1954), including number of years' experience</p>	<p><b>Does resource have this required skill: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/></b></p> <p><b>Description of skills and experience:</b></p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p>

## APPENDIX A PERSONNEL RESUME TEMPLATE

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the bidder and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: 2017	End Date: <i>Representation ongoing</i>
Client/Project: Louisiana Attorney General. Contact Elizabeth Murrill, Solicitor General, 1885 N. 3 <sup>rd</sup> St., Baton Rouge, LA 70802. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: <i>Litigation Counsel, 50%.</i>	
Description: <i>Drafted briefs and conducted oral argument.</i>	

Start Date: 2017	End Date: 2018
Client/Project: Pennsylvania Senate Republican Caucus. Contact Crystal H. Clark, General Counsel, B-51 Main Capitol, Harrisburg, PA 17120. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: <i>Associate, 30% (approximate).</i>	
Description: <i>Drafted briefs.</i>	

Start Date: 2018	End Date: 2019
Client/Project: Village of Port Chester, NY. Contact: Anthony Cerreto, Village Attorney, 222 Grace Church St., Port Chester, NY 10573. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: <i>N/A</i>	
Description: <i>N/A</i>	

### EDUCATION

Education		
Degree	<i>Juris Doctor</i>	Year Completed: <i>2015</i>
Program	<i>Law</i>	
University	<i>Baylor Law School – Waco, TX</i>	

Additional Education		
Degree	<i>Master of Science</i>	Year Completed: <i>2010</i>
Program	<i>Community and Regional Planning</i>	Minor area of study:
University	<i>University of Texas at Austin – Austin, TX</i>	

Additional Education		
Degree	<i>Bachelor of Arts</i>	Year Completed: <i>2010</i>
Program	<i>Major area of study: Philosophy</i>	Minor area of study:
University	<i>California State University – Los Angeles, CA</i>	

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	<i>Texas State Bar</i>
Topic/Description	<i>Member</i>
Date completed	<i>November 2016</i>
Name	<i>District of Columbia Bar</i>



## APPENDIX A PERSONNEL RESUME TEMPLATE

Topic/Description	Member
Date completed	April 2018
Name	Virginia State Bar
Topic/Description	Member
Date completed	December 2020
Name	Virginia State Bar
Topic/Description	Member
Date completed	December 2020
Name	United States District Court for the Eastern District of Virginia
Topic/Description	Member
Date completed	2021
Name	United States District Court for the Eastern District of Michigan Bar
Topic/Description	Member
Date completed	2018
Name	United States Second Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2018
Name	United States Sixth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2018
Name	United States Fifth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	2017

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another project the bidder must provide a letter signed by the that Project Manager releasing the individual from the project.

## APPENDIX A PERSONNEL RESUME TEMPLATE

<b>Proposed Resource Name:</b>	Andrew Pardue
<b>Proposed Classification:</b>	Subcontractor – Election Lawyer
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor provide name of company:</b>	Holtzman Vogel Josefiak Torchinsky PLLC
<b>Percentage of time resource will be allocated to project:</b>	20%

**Agency:** List the required skill sets, education, certifications, and training requirements for each key personnel role. Below are examples of required skills, education and certifications and examples of vendor responses.

**Bidder:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Bidder's Response
<p>The attorney, firm or other entity must demonstrate experience and expertise in legal and advisory services specific to redistricting and the Voting Rights Act ("VRA") to advise the Commission, its staff, attorneys and consultants. Provide a description of demonstrated expertise and experience with redistricting, reapportionment districting and elections activities and subsequent relevant cases, including the following:</p> <ul style="list-style-type: none"> <li>i) Names of the public entities or private parties represented in redistricting matters, including experience representing public bodies, boards or commissions.</li> <li>ii) The principle legal issues presented in each matter handled by the attorney, law firm or entity.</li> <li>iii) The outcome of the prior redistricting representation.</li> <li>iv) Any relevant published work.</li> <li>v) Specifically address demonstrated experience as it pertains to Section 2 and Section 5 of the Voting Rights Act.</li> </ul>	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Mr. Gordon has represented numerous state and private entities in redistricting litigation in the United States Supreme Court, federal appellate and district courts, and state courts. He has experience in both defending and challenging state redistricting plans, including in Michigan.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b>  <b>U.S. Courts of Appeals Cases</b>  <i>Allen et al. v. Louisiana</i>, No. 20-30734 (5th Cir. 2021) (Co-counsel for appellant Louisiana Secretary of State in judicial redistricting case) (pending)  <b>U.S. District Court Cases</b>  <i>Alabama et al. v. Dep't of Com.</i>, (M.D. Ala. 2021) (Co-counsel for Plaintiffs William Green and Camaran Williams)</p>
<p>Provide a description of demonstrated expertise and experience in advisory and legal services (if any) as it pertains to the Michigan Election Law (Act 116 of 1954), including number of years' experience</p>	<p><b>Does resource have this required skill:</b> Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/></p> <p><b>Description of skills and experience:</b></p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p>

## APPENDIX A PERSONNEL RESUME TEMPLATE

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the bidder and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: 2017	End Date: <i>Representation ongoing</i>
Client/Project: Louisiana Attorney General. Contact Elizabeth Murrill, Solicitor General, 1885 N. 3 <sup>rd</sup> St., Baton Rouge, LA 70802. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: <i>Associate, 15% (approximate).</i>	
Description: <i>Drafted briefs and reviewed citations.</i>	

Start Date: 2017	End Date: 2018
Client/Project: Pennsylvania Senate Republican Caucus. Contact Crystal H. Clark, General Counsel, B-51 Main Capitol, Harrisburg, PA 17120. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: N/A	
Description: N/A	

Start Date: 2018	End Date: 2019
Client/Project: Village of Port Chester, NY. Contact: Anthony Cerreto, Village Attorney, 222 Grace Church St., Port Chester, NY 10573. [REDACTED]	
Employer: <i>Holtzman Vogel Josefiak Torchinsky PLLC</i>	
Title/Percentage of time: N/A	
Description: N/A	

### EDUCATION

Education		
Degree	<i>Juris Doctor</i>	Year Completed: <i>2020</i>
Program	<i>Law</i>	
University	<i>William &amp; Mary Law School – Williamsburg, VA</i>	

Additional Education		
Degree	<i>Bachelor of Arts</i>	Year Completed: <i>2016</i>
Program	<i>Major area of study: Government</i>	<i>Minor area of study: Economics</i>
University	<i>Harvard University – Cambridge, MA</i>	

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	Virginia State Bar
Topic/Description	Member
Date completed	December 2020
Name	United States Fifth Circuit Court of Appeals Bar
Topic/Description	Member
Date completed	January 2021
Name	United States District Court for the Eastern District of Virginia Bar
Topic/Description	Member
Date completed	February 2021

**APPENDIX A**  
**PERSONNEL RESUME TEMPLATE**

Name	Federalist Society
Topic/Description	Member
Date completed	2017

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