



**APPENDIX C – ADDITIONAL STATEMENT OF WORK CONTRACT ACTIVITIES**

In addition to the Standard Contract Terms and Appendix B, during the contract term and any extensions, the Contractor shall:

- A. Engage the consultant or subcontractor approved by the Commission for formal engagement under subpart F of Appendix B to conduct additional analysis which shall include:
  - a. Work with the Commission, its staff, attorneys, contractors, and consultants to obtain needed data and other information required to conduct the expanded analysis.;
  - b. Study voting patterns and data by race and ethnicity to determine the existence of potential disenfranchisement of protected populations;
  - c. Advise the Commission, its staff, attorneys, contractors, and consultants, in particular the Voting Rights Act Legal Counsel, on this analysis and underlying data for relevant proposed redistricting plans; and,
  - d. Provide expert witness testimony in the event the redistricting plans are legally challenged.
    - i. Participation in litigation and the provision of expert witness testimony by the analyst shall require a separate addendum to the original contract.
  
- B. Engage the consultant or subcontractor approved by the Commission for formal engagement under subpart F of Appendix B to conduct an analysis using mathematical measures for determining whether a redistricting plan disproportionately advantages a political party utilizing accepted measures of partisan fairness which shall include:
  - a. Work with the Commission, its staff, attorneys, contractors, and consultants to obtain needed data and other information required to conduct the partisan fairness analysis ;
  - b. Evaluate at a minimum the following analytic procedures for determining whether any disproportionate advantage is provided to a political party using the following accepted measures of partisan fairness:
    - i. Seats Votes Comparison;
    - ii. Lopsided Margins Test;
    - iii. Mean-Median Difference; and
    - iv. Efficiency Gap;
  - c. Provide partisan fairness analysis of proposed redistricting plans and data to determine whether the plans disproportionately advantage a political party; and
  - d. Advise the Commission, its staff, attorneys, contractors and consultants on the partisan fairness analysis and underlying data for relevant proposed redistricting plans.
  
- C. The original contract is amended to include the following:
  - a. Contractor shall provide any and all data, software, associated reports and access to related technologies required by the consultant or subcontractor approved by the Commission for formal engagement under subpart F of Appendix B to perform the work under Appendix C;



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- b. Contractor and its staff be primarily responsible for collecting and integrating the data into the redistricting database for use by the Commission and other consultants; and
  - c. Contractor engaged CityGateGIS as a subcontractor under the original contract. Contractor will expand the scope of work under the original contract with its subcontractor that CityGateGIS and its' staff to include the subcontractor :
    - i. Will be primarily responsible for developing the program modifications to the AutoBoundEDGE software so that the partisan fairness measures identified in Subpart B(b) of this Appendix can be calculated and used to generate various reports for use by the Commission and its' consultants.
    - ii. Upgrading Amazon Servers to handle additional storage and speed necessary due to the expansion of the MyDistricing system.
- D. The pricing of \$989,000.00 for the original contract and Appendix B during the original contract term through February 22, 2022, does not include the work set forth in Appendix C. Therefore, in addition to the original contract and Appendix B pricing, the contract amount shall be increased for the work set forth in Appendix C and invoiced to the Commission on a monthly basis. The contract amount shall be increased as follows:
- a. The work to be performed by the consultant or subcontractor approved by the Commission for formal engagement under subpart F of Appendix B will be billed at a rate of \$350.00 per hour not to exceed \$50,000.00;
  - b. The work to be performed by the Contractor, being EDS, will be billed at the hourly rates outlined in Schedule B, *Contract Pricing*, not to exceed \$40,000.00; and
  - c. The work to be performed by the subcontractor CityGateGIS, not to exceed \$100,000.00.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
<b>List all exception(s):</b>	