

Tulare Local Health Care District
REQUEST FOR PROPOSAL
For Demography/Redistricting Services

POSTING DATE: August 9, 2021
PLEASE PROVIDE BID BY: August 30, 2021

CONTACT

Sandra Ormonde
Chief Executive Officer
Tulare Local Healthcare District
Office: 559.685.3465
sormonde@tulararegional.org

PURPOSE

The Tulare Local Health Care District (“TLHCD”) is a special district seeking to contract with an individual or firm (this “Request” or this “RFP”) that can analyze data and provide TLHCD with updated division maps in compliance with applicable state and federal laws, including as required in conjunction with the 2020 US Census, and produce a “roadmap” for future redistricting based on expected ongoing growth and development (the “Project”). TLHCD acknowledges there will be a compressed time frame between the availability of the Census data on September 30, 2021, and the due date of the required delivery of TLHCD’s updated division maps to the Tulare County Registrar of Voters.

GOVERNANCE AND MANAGEMENT

TLHCD is governed by a five (5) member Board of Directors (“Board”). Board members are elected at large or appointed from five separate existing geographic divisions of TLHCD for staggered four-year terms. It is these division boundaries that must be redrawn based on 2020 Census data, recent annexations, and development of additional housing.

Day-to-day management of TLHCD is designated to the Chief Executive Officer, who works closely with an executive team and oversees TLHCD’s services and functions.

BACKGROUND DATA AND PROJECT LOCATION

TLHCD was created in 1946 as a political subdivision of the State of California (the “State”). TLHCD is organized and operates under The Local Health Care District Law of the State, constituting Division 23 of the California Health and Safety Code (the “District Law”). TLHCD is located in Tulare County, California (the “County”) and covers an area of approximately 450 square miles in the southwestern part of the County, which area includes the City of Tulare and the neighboring communities of Tipton, Pixley, Woodville and Waukena. Under District Law, TLHCD may own and operate health care facilities. TLHCD currently owns Tulare Regional Medical Center in Tulare, California, which it has leased to Adventist Health Tulare, a wholly owned subsidiary of Adventist Health System/West, to operate pursuant to a long-term lease.

SCOPE OF SERVICES REQUESTED

TLHCD is seeking to contract with an individual or firm that can analyze data and provide TLHCD with updated division maps in compliance with applicable state and federal laws and produce a “roadmap” for future redistricting based on expected ongoing development.

The contractor will perform services for TLHCD on a contractual basis. Duties and responsibilities shall include, but not be limited to, the following:

- A. Development of a districting database including decennial Census, American Community Survey, and California Statewide Database data.
- B. Incorporation of any Geographical Information System (GIS) data that TLHCD wishes to include (e.g., schools, local landmarks or features, neighborhood boundaries) and provide in the redistricting database.
- C. Development of at least three redistricting plans for Board and public consideration.
- D. Input and analysis for Board consideration of all, whole or partial, draft suggestions and submissions from the public.
- E. Host and update website related to the redistricting effort (the “Website”).
- F. Conversion of all maps, including public submissions, and reports to web-friendly versions for posting on the Website.
- G. Online posting of draft plans, including any public submissions, for interactive review.
- H. Public Engagement/Outreach Assistance, including, but not limited to, the following.
 - a. Participation in up to three Board meetings, public hearings, or public forums via video teleconference or in person.
 - b. Participation in staff meetings as needed via video teleconference or in person.
 - c. Preparation of reports, presentations and / or other materials.
 - d. Facilitation of public meetings or portions of the Board meetings relevant to the Project, including public notice as necessary.
 - e. Provision of post-meeting notes and/or summary.
 - f. Conference calls to discuss the Project’s progress or answer questions.
 - i. Plan implementation with Registrar of Voters.

INFORMAL BID REQUIRED RESPONSE

Please provide the following information:

- A. Cover letter responding to the inquiry with comment on the Scope of Services (the “Scope”)
- B. Legal name and address of submitter, and legal form (partnership, individual, corporation)
- C. Principal contact person
- D. Qualifications of the Demographer

- E. References
- F. Project Approach
 - a. Statement of how the Scope will be met or exceeded
 - b. Needed assistance from TLHCD's staff
 - c. Statement of availability to provide these services based on other clients and commitments, data availability and time frame
- G. Fees
 - a. A full detail of proposed fees including incidentals, travel charges and other potential expenses.
- H. Draft Professional Services Contract language to be incorporated into the final contract (the "Definitive Agreement")

TERMS OF SUBMISSION

Each respondent to this RFP (each, a "Proposer") must submit its full and final proposal at the "Mail to" address denoted below no later than the Closing, defined below.

- Proposal Labeling: REQUEST FOR PROPOSAL FOR:
Demography/Redistricting Services
Tulare Local Health Care District
- Mail to: Tulare Local Health Care District
Attn: Administration
P.O. Box 1136
Tulare, CA 93275
- Submittal Closing: Monday, August 30, 2021 at 5 p.m. PST (the "Closing")
- Number of Copies: One (1) Original and six (6) copies.

Early responses are acceptable. Faxed or emailed proposals or modifications will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. TLHCD will not be responsible for any errors or omissions in any submitted proposals or for any delays in delivery.

INQUIRIES

Any Proposer desiring an explanation or interpretation of any of the terms or conditions set forth in this RFP, or desiring further explanation as to the scope of or specifications for the Project, should make such a request in writing, via email no later than five (5) business days prior to the Closing date in order to allow sufficient time for TLHCD's reply before said date. Any written inquiries submitted must be made to the individual identified below (email is acceptable and preferred). In no event shall verbal explanations or instructions given during any phase of this solicitation be binding upon TLHCD.

Inquiries regarding this RFP shall be directed to:

Tulare Local Health Care District
Tulare, CA 93274
Phone: (559) 685-3879
[Email: kmelendez@tulareregional.org](mailto:kmelendez@tulareregional.org)

Please reference "Request for Proposals for Demography/Redistricting Services" when contacting TLHCD with inquiries regarding this RFP.

TERMS AND CONDITIONS

- A. This Request does not commit TLHCD to award a contract or contracts, or to defray any cost incurred in the preparation of response to this request, or to procure or contract for services.
- B. All submittals become the property of TLHCD as public records.
- C. TLHCD reserves the right, in its sole and absolute discretion, to reject any or all submittals.
- D. TLHCD reserves the right to cancel, in part or in its entirety, this Request.
- E. TLHCD reserves the right to request additional information or clarifications from any or all respondents to this Request.

GENERAL INFORMATION

- A. **Proposal Inclusions.** All documents requested hereunder shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. Each Proposer is encouraged to review and confirm that its proposal includes and specifically addresses all of the proposal requirements set forth in this RFP prior to submitting its proposal in accordance to TLHCD.
- B. **Withdrawal of Proposal Before Closing.** Proposer may request the withdrawal of its submitted proposal by written request at any time prior to the Closing. Upon receiving written request to withdraw any proposal, TLHCD will consider said proposal null and void, and shall thereafter return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).
- C. **Proposal Submittal.** Each Proposer shall complete and submit to TLHCD one (1) original and six (6) copies of its proposal. Double sided printing is strongly encouraged. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.
- D. **Final Contract Execution.** Upon acceptance of a proposal by TLHCD, in its sole discretion, the prevailing Proposer shall prepare the Definitive Agreement to be executed by both parties upon final review by TLHCD.

- E. **Licensing.** Each Proposer, and any sub-contractor(s) of such Proposer, shall possess any and all necessary certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California, and shall provide evidence of such to TLHCD with their proposal in such a form as TLHCD shall require.
- F. **Insurance.** The prevailing Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance coverage as follows: General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability; Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL); Worker's Compensation Insurance of at least \$1,000,000.00 per claim. TLHCD reserves the right to modify the required coverage amounts set forth herein in accordance with the requirements of the Proposed Project. Each Proposer is requested to inquire with TLHCD prior to submitting its proposal responsive to this RFP in the event it does not carry these coverages.
- G. **Contract Bonds.** No contract bonds are required for the Proposed Project.
- H. **Public Record.** Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available to the public upon request in accordance with Chapter 3.5 of Division 7 of Title 1 of the California Government Code, commencing with section 6250, also known as the California Public Records Act (the "Act"), unless otherwise marked as copyrighted material, trade secrets or other proprietary information. Each Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information such Proposer claims are exempt from disclosure pursuant to the Act. Each Proposer claiming such an exemption must also state in the proposal that: "The Proposer agrees to indemnify and hold harmless TLHCD and its officers, employees and agents from any claims, liability or damages (including reasonable attorneys' fees) against TLHCD and to defend any actions brought against TLHCD for its refusal to disclose such material, trade secrets or other proprietary information to any party."
- I. **Equal Opportunity.** TLHCD requires all Proposers to comply with equal opportunity policies and laws, whether state or federal.
- J. **Independent Contractor.** The Proposer chosen by TLHCD shall perform any services under the Definitive Agreement as an independent contractor. All persons employed by a firm in accordance with an Agreement resulting from this RFP will be employees of Proposer not of TLHCD. It is the express intention of the parties that Proposer shall act as an independent contractor and not as an employee, servant, joint venturer or partner of TLHCD, and that nothing in this RFP or the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between TLHCD and Proposer or District and Proposer's employees, subcontractors, agents or representatives. Proposer shall enter into the Definitive Agreement as, and shall continue to be, an independent contractor.
- K. **Conflict of Interest.** No official, officer, or employee of TLHCD during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this RFP or the Definitive Agreement or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of TLHCD has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the

business of the contracting party other than TLHCD, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties.

- L. **Confidentiality**. Provide assurances that Proposer shall take adequate actions and implement precautions to protect TLHCD’s confidential information, including, without limitation, all information related to patient care.

- M. **Indemnity**. Provide assurances that Proposer shall defend, hold harmless and indemnify TLHCD against any acts or omissions by Proposer or its employees, subcontractors, agents or representatives in the provision of services under the Definitive Agreement.

EVALUATION

Proposals will be evaluated by TLHCD’s Board. The Board will make the final selection, in its sole and absolute discretion, after reviewing each of the proposals that are submitted in accordance with the terms of this RFP. The Board may request in-person meetings with some or all of the Proposers prior to making its decision. Factors to be considered by the Board include, but are not limited to, expertise and experience, key personnel, past performance on similar assignments, geographic location and accessibility, and overall cost and fees.

Accepted and agreed upon by:

_____	_____
Sandra L. Ormonde	Name _____
Chief Executive Officer	Title _____
Tulare Local Health Care District	Company Name _____
Date _____	Date _____

Attachment

TLHCD Master Services Agreement sample – Exhibit A