

Department of General Services

State of California

**Invitation for Bids
for
Redistricting Services**

**Citizens Redistricting Commission
1130 K Street, Suite 101
Sacramento, California 95814**

SECTION I - Introduction and Overview of Requirements

The State of California is requesting bids from qualified bidders that have demonstrated past excellence and knowledge in providing line drawing services for redistricting.

Federal and state law requires that California redistrict after each Federal decennial census using the latest census figures so that electoral districts shall be as nearly equal in population as possible, and to comply with applicable provisions of the 1965 Voting Rights Act.

A contract will be awarded for census data processing and analysis, and the review, preparation, and presentation of redistricting maps and the required reports supporting each map for California's fifty-three (53) Congressional districts, forty (40) State Senatorial, eighty (80) State Assembly, and four (4) Board of Equalization districts. These functions must be performed in coordination with, and as specified by, the Citizen's Redistricting Commission (CRC), and must include staff support provided by the Contractor for public educational outreach meetings, public input meetings, and computer support.

The Contractor must also provide unfettered access to any completed map and/or report and the supporting documentation for either of those documents during any phase of the redistricting process to a separate peer review individual, individuals or entity, assigned by the Commission for the purpose of providing an independent evaluation of the map and/or report prior to its submission to the Commission for its consideration and/or approval.

Key Action Date	Date
Release of Bid	02/24/2011
Last day to submit Intention to Bid, signed Confidentiality Statement, Financial Responsibility Information, questions regarding bid requirements and Contract Terms and Conditions	03/01/2011
Confidential Discussions w/individual Contractors	03/04/2011
Last day to request a change in the requirements of the bid	03/08/2011
Time and date of Final Bid submission	4:00 p.m. 03/15/2011
Notification of Intent to Award	03/18/2011
Last day to Protest Selection	03/25/2011
Contract Award and Execution	03/28/2011
Implementation Deadline	08/15/2011

1. Availability

The services proposed to meet the requirements of this bid must be completed by the Implementation Deadline specified in Section I, Key Action Dates.

2. Commission Contact

Dan Claypool
Executive Director
1130 K Street, Suite 101
Sacramento, California 95814

Telephone: 916 322-3770 Facsimile: 916 322-0904
dan.claypool@crc.ga.gov

3. Financial Responsibility Information

The Contractor must provide financial statements giving the State enough information to determine financial stability. These statements may include, but are not limited to:

- Financial Statement or Annual Report or 10K for the last three (3) years;
- Statement of income and related earnings;
- Letter from the Contractor's banking institution;
- Statement from certified public accounting firm.

The State will treat all financial information provided as confidential when designated as such. This information will only be shared with State personnel involved in the evaluation. All financial data will be returned or destroyed if requested. Contractor's may be required to provide additional financial data as part of the bid.

SECTION II - Bid Submission

All bids must be submitted under sealed cover and sent to the Commission Contact and address in Section I by the Final Bid submission due date and time shown in Section I, Key Action Dates. The sealed cover must be plainly marked with the bid number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown below:

Bid Number
Bid Title/Name
Contractor Name and Address
DO NOT OPEN

All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm. The bidder will submit one (1) original and fifteen (15) copies of the bid.

SECTION III - Background

Once every 10 years, the federal census shows us how communities have changed. Redistricting is the process of changing the boundaries of political districts so roughly the same number of people live in every Senate, Assembly, Congressional and Board of Equalization District so that each Senator, Assemblymember and Board of Equalization member represents approximately the same number of people - one person, one vote.

The Voters FIRST Act (Act), which voters approved in November 2008, shifts the responsibility for redrawing the political boundaries for California Senate, Assembly and Board of Equalization districts from lawmakers to a new 14-member Citizens Redistricting Commission (Commission). The Voters FIRST Act for Congress, approved by voters November 2010, added the responsibility of drawing Congressional districts to the Commission.

The Commission must hold public hearings and accept public comment prior to and following the drawing of four maps for California's fifty-three (53) Congressional districts, forty (40) State Senatorial, eighty (80) State Assembly, and four (4) Board of Equalization districts. Upon completion of the public hearing process, The Commission must vote on the new district maps to be used for the next decade. The Commission must also issue, with each of the four final maps, a report that explains the basis on which the Commission made its decisions in achieving compliance with the criteria listed in both the initiatives that established the Commission's responsibilities, Proposition 11 (November 2008) and Proposition 20 (November 2010), and include definitions of terms and standards used in drawing each final map. When the district maps and the accompanying reports are complete, they must be submitted to the Secretary of State's Office by August 15, 2011.

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SECTION IV - Purpose of this Invitation for Bids

The services requested in this bid, and the "line drawings" in particular, will be used by the 14-member Commission to develop district lines in conformity with strict, nonpartisan rules designed to create districts of relatively equal population that will provide fair representation for all Californians.

SECTION V - Administrative Requirements

These requirements are mandatory but will not be scored for award.

1. Cover Letter/Executive Summary

Include a signed Cover Letter and Executive Summary of the salient features(s) of the bid including conclusions and recommendations. It may include a general overview of the services offered, etc. The following information is required as a minimum:

- Company Name
- Contact Person for purposes of responding to this bid.
- Mailing Address
- Telephone Number and Facsimile Number
- Email Address

The Cover Letter should be addressed to the Commission Contact identified in Section I. A principal of the firm authorized to legally bind the firm shall sign the Cover Letter.

2. Legal Assistance

At the sole discretion of the Commission, Contractor may be required to provide expert technical assistance to the Commission in the event any legal action arises relating to the redistricting process plans developed with Contractor's assistance. Contractor shall provide expert testimony and "special services" in state and federal court, as deemed necessary by the Commission.

3. Contractor Evaluation

The Commission is required to complete a Contract/Contractor STD. 204 within 60 days of the completion of the contract. The Commission will document the performance of the Contractor in doing the work and/or in delivering the services for which the contract is awarded. This information will not be a public record.

4. Subcontractors

The following information must be provided for any subcontractor that the Contractor chooses to use in fulfilling the requirements of this bid:

- Company Name
- Contact Person for purposes of this bid
- Mailing Address
- Telephone Number and Facsimile Number
- Email Address
- Description of the work to be performed

5. Commission Participation

A Commission Project Manager/Coordinator will be assigned to this project and, along with other key Commission personnel, will be working with the Contractor as active participants. Commission personnel working with the Contractor can give the project continuity at the operating level in subsequent months. Teamwork between contractor and Commission employees can also foster support for the project and enhance its chances for success.

6. Commission Peer Review

The Commission may, at its sole discretion, assign an individual, individuals, or entity, to provide an independent evaluation of any map and/or report being submitted to the Commission for its consideration and approval. The individual, individuals, or entity will be considered a separate consultant to the Commission and must be provided unfettered access to any completed map and/or report and the supporting documentation for either of those documents during any phase of the redistricting process. This includes any and all data at any level being used by the "line drawing" contractor to construct a district boundary.

7. Progress Report/Schedule

The Contractor shall provide progress reports on an as needed basis as determined by the Commission or the Executive Director. This may be in the form of a progress schedule or reports, meetings on a regular basis, and/or a Final Summary Report once the project is completed. Any request for a written or verbal report must be addressed within twenty-four (24) hours of notification.

8. Performance Commencement

Performance shall start not later than two (2) days after all approvals have been obtained and the contract has been fully executed. Should the Contractor fail to commence work at the agreed upon time, the Commission, upon three (3) days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to the Commission for the difference between Contractor's bid cost and the actual cost of performing work by the second lowest bidder or by another Contractor.

9. Professionalism and Collaboration

Contractor and contractor's staff and subcontractors (if any) must comport themselves at all times in a professional manner when interacting with the public, the Commission, Commission staff, and the Commission's other contractor's. Further, Contractor and contractor's staff and subcontractors (if any), will remain mindful of the diversity of California's citizens and will ensure respectful treatment and interactions with all members of the public. Finally, Contractor and contractor's staff and subcontractors (if any), will work with the Commission, Commission staff, and the Commission's other contractor's in a collaborative and respectful manner at all times.

10. Disposition of Bids

Upon bid opening, all documents submitted in response to this bid will become the property of the Commission, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Bid packages may be returned only at the bidder's expense.

11. Small Business Preference

Section 14835 et. seq. of the California Government Code requires that a 5% preference be given to contractors who qualify as a small business or contractors who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et. seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et. seq. of the Military and Veterans Code. Contractors claiming the preference must complete Exhibit ____.

12. Travel and Per Diem

All travel and per diem expenses associated with the provision of services under this contract shall be summarized monthly and billed in arrears. This cost will not be included in the evaluation for award.

Travel and per diem rates paid to the Contractor shall be limited to rates published by the Department of Personnel Administration (DPA). Go to the PDA website at www.dpa.ca.gov for rates pertaining to Method of Travel, Meals and Incidentals, Lodging Reimbursement and Personal Vehicle Mileage Reimbursement.

Payments for travel and expenses of \$25.00 or more must be supported by receipts.

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SECTION VI - Statement of Work (SOW)

These requirements are mandatory and will be scored for award.

1. Work Plan

A Work Plan is required that includes a detailed description and timeline for how the Contractor will successfully fulfill all requirements in Section VI and Section VII, Optional Services, and in compliance with the Implementation Deadline specified in Section I, Key Action Dates. The Work Plan shall be easy to read and follow, and demonstrate how the tasks and steps will lead to successful completion of the contract.

2. Organizational Structure

Provide an organization chart showing the entire organizational structure and identify the positions and names of the core team that will undertake fulfilling the requirements of this bid and resulting contract.

The Contractor shall not replace any core team members without the prior written consent of the Commission.

3. Relevant Experience/Customer References

Describe the experience of the firm in the past ten years in performing no less than two and no more than five Redistricting Services for districts of a similar size, scope and complexity as those found in California's most populous metropolitan areas, for example: Los Angeles, San Diego, San Francisco /Oakland, Sacramento/Roseville, and Riverside/San Bernardino. In evaluating the Contractor's experience, consideration will be given to total population, the diversity of the population, the physical geography, and the relevant built environment of the districts cited by the Contractor.

The Contractor will be required to submit the following as part of the bid:

- Names and locations of the districts being cited;
- When the redistricting occurred (project start and end dates);
- The (1) population and (2) diversity of the population at the time of the redistricting, the (3) elements of physical geography and the (4) built environment impacting the line drawing;
- A description of how these four factors were addressed and the Contractor's role in addressing these four factors.

In addition, the Contractor will provide a contact name, address and phone number for a principal member of the contracting agency for which the Contractor was drawing the lines. The contact person must be an individual in a decision-making capacity for the contracting agency who was directly involved in drawing the lines for the districts cited by the Contractor.

4. Resumes

Provide detailed resumes for all management, supervisory and key personnel to be assigned to the contract.

Contractor should demonstrate through individual qualifications and experience the relevance of the individual's contribution to successfully completing previous contracts of a similar size, scope and complexity to those required by this bid. Provide a description of the contract and the beginning and ending dates of the contract.

Provide any applicable professional designations and affiliations, certifications and licenses, etc.

5. Technical Services

In conjunction with their knowledge and expertise in redistricting, the Contractor will use computerized geographical information systems (GIS) software and a redistricting database containing population data and digitized maps to assist the Commission in (1) evaluating the movement of geographic units into and out of proposed election districts and (2) producing the maps that reflect proposed districts and the final districts, as determined by the Commission. The Commission is tasked with creating redistricting maps for the 40 Senate districts, 80 Assembly districts, 53 Congressional and four Board of Equalization districts, as follows:

The Contractor's services will include:

- Sole responsibility for all necessary computerized equipment necessary to house and utilize the redistricting database;
- Sole responsibility for assembling the redistricting database as specified below;
- Sole Responsibility for the development and oversight of the coding of public testimony such that it can be aggregated and collated to corresponding; and
- Sole responsibility for any and all equipment required to produce, digitally store, project on screen (for audience viewing), and print all maps desired by the Commission.

In addition:

- The software employed by the Contractor must be able to automatically show the results of any proposed change in a district by retabulating and presenting on-screen the resulting map and the corresponding changes in total population and population sub-groups associated with the proposed change to a district;
- Contractor must issue a report with each of the four final maps that explains the basis on which the decisions were based in achieving compliance with the criteria required by the initiatives (Proposition 11 and 20), and by applicable state and federal laws and requirements.
- Contractor will participate in outreach meetings, as outlined below, where the public is invited to submit testimony (including maps) about their redistricting concerns; and
- Contractor will have demonstrated knowledge and experience as outlined below.

6. Redistricting Database

The population data will consist of the certified 2010 US Census data for the State of California, including the population subgroups of California as enumerated by the 2010 US Census data. The geographic data will include digitized maps showing the boundaries of the census

geographic units for which the population statistics are available (i.e., census block thru county level), as well as the physical geography and relevant built environment (city boundaries, streets and highways, etc.) throughout the California.

Note: if required by the Commission to demonstrate compliance with the Federal Voting Rights Act of 1965, precinct level voting data and elections data associated with the district(s) in will be provided by a separate contractor to assist in performing any required studies (racially polarized voting analysis, for example). The Redistricting Database will NOT contain precinct level voting data and elections data.

7. Knowledge and Expertise in Redistricting

Contractor will have demonstrated knowledge and expertise in the following areas:

- The Federal Voting Rights Act of 1965;
- California Constitution, Article 21, Section 2;
- The Geography of California as related to redistricting;
- The population diversity of California as related to redistricting;
- The relation of a “community of interest” as defined in the California Constitution, Article 21, Section 2, to redistricting;
- Census data as related to redistricting;
- The application of GIS-related databases to the problems of redistricting; and
- The proper application of precinct-level voting data to the Federal Voting Rights Act of 1965 and to redistricting.

8. Public Outreach Meetings

Contractor shall work in conjunction and at the direction of the Commission during the public input meeting process. Commission staff and Contractor will jointly facilitate interaction with the public.

Contractor and/or Contractor’s staff will attend all public outreach meetings. There will be a minimum of 36 public outreach meetings. The Contractor will be responsible for:

- Providing all equipment necessary to draw the maps reflecting the public member’s stated concerns / interests;
- Providing the coding for each corresponding map (as described above);
- Providing the coding for all public testimony related to redistricting so it can be later aggregated and collated to the specific district(s) in question; and
- Producing, digitally storing, projecting on screen (for audience viewing), and later printing all maps as required by the commission.

The Contractor is required to provide a cost for an additional 12 Public Outreach Meetings, as described above. See In Section VII, Optional Services Costs.

9. Meetings and Discussions with the Commission

Contractor shall attend and participate at redistricting meetings and discussions of the Commission. During these meetings it will be the primary responsibility of the Contractor to:

- Present findings on identifying “communities of interest” and related maps provided by the public;
- Present relevant criteria to be used in evaluating the maps under discussion;
- Produce, digitally store, project on screen (for audience viewing), and print all maps desired by the Commission.

The Contractor is required to provide a cost for an additional 14 Meetings and Discussions with the Commission, as described above. See Section VII, Optional Services.

10. Information Security

Contractor must provide a description of the Information Security measures that will be maintained throughout the course of the contract, such as, but not limited to, the following:

- Secure pipelines/transmission;
- Data monitoring/verification;
- Storage and back-up;
- Confidentiality practices/data handling.

11. Staff Support

Contractor shall provide overall staff support to the Commission’s redistricting effort necessary to meet project goals and objectives.

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SECTION VII - Cost

The evaluated cost will be the sum of the Fixed Cost and Total Optional Cost for optional services.

1. Fixed Cost

The Contractor is required to provide one Fixed Cost for all proposed services and products (excludes cost for optional services). A breakdown of line item detail is not required. The cost may include, but not be limited to, the following:

- Direct and indirect expenses;
- Labor;
- Overhead;
- Profit;
- Clerical/staff support;
- Equipment;
- Materials and supplies;
- Managerial and/or administrative support
- Documents, reports, forms;
- Travel expenses;
- Reproduction;
- Any other costs

2. Optional Services Cost

For the purpose of evaluation and award, the Commission will compute the cost for an additional 14 Public Outreach Meetings and an additional 14 Meetings and Discussions with the Commission, to be scheduled at the option of the Commission.

The bidder must use the table below to present cost for optional services.

Cost per Occurrence x Maximum Additional Occurrences = Total Cost. The sum of all Total Costs = Total Optional Cost.

Optional Services	Cost per Occurrence	Maximum Additional Occurrences	Total Cost
Public Outreach Meetings	\$	14	\$
Meetings & Discussions w/ Commission	\$	14	\$

Total Optional Cost \$ _____

3. Payment/Invoice

One payment will be made to the Contractor after all services have been successful completed.

Subject to the payment terms in the contract, invoices for travel and per diem will be paid monthly in arrears.

It is critical that the Contractor submit an accurate and correct invoices to ensure timely payment.

Contractor's invoice(s) shall be sent to the Commission Contact and Address specified in Section I, Key Action Dates. Invoices shall be submitted in triplicate. An accurate invoice provides the following:

- Contract Number (STD.213)
- Identifies services (non-IT) provided, service period, unit price (if applicable), and quantity applicable to the service
- Accurate billing address as stated on the contract
- Contractor invoice number
- Contractor invoice date
- Company name, remittance address and phone number
- Payment terms offered

4. Contractor Cost Work Sheet

The Contractor's bid is required to include a Cost Work Sheet (Volume III) with the following cost elements:

$$\text{Fixed Cost} + \text{Total Optional Cost} = \text{Total Bid Cost}$$

Cost Work Sheet	
Fixed Cost	\$ _____
Total Optional Cost	\$ _____
Total Bid Cost	\$ _____

Costs for services and/or products required to successfully complete the contract that have not been included in the Contractor's Cost Work Sheet and evaluated for award will be considered by the Commission to be included at no cost.

State Contract Language – Not for Editing

SECTION VIII - Bid Format Content and Number of Copies

Format instructions must be adhered to, all requirements and questions in the bid must be responded to, and all requested data must be supplied and presented as follows:

1. Number of Copies

The bidder is required to submit one (1) original and fifteen (15) copies of the bid, Volume I - III.

2. Binder Format

Bid responses shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style.

Pages shall be numbered, tabbed, and bound (spiral / comb / three-ring binder).

Tabbed dividers should separate and identify the response items.

3. Table of Contents

The Bidder shall insert a comprehensive Table of Contents denoting separate sections for each section and subsection of the bid response, in the same order as presented in the bid.

4. Volume I - III Content

Volume 1 - Response to Requirements

Except as required in Volume II and III below, this volume should contain the bidder's response to all requirements of the bid, and in the same order as the requirements are listed in the bid.

Volume II - Completed Contract

All copies of the contract must bear an original signature of an individual authorized to bind the firm. **Material deviation from the terms and conditions of the State's Contract Terms and Conditions will cause rejection of your bid.**

Volume III - Cost Data

This data must be submitted in a **separate, sealed, and clearly identified** envelope or container/carton/box.

This volume must contain the Contractor's Cost Sheet (Fixed Cost + Total Optional Cost = Total Bid Cost).

SECTION IX - Evaluation

At the time of bid opening, each bid will be checked by Commission staff for the presence or absence of required information in conformance with the requirements of the bid. Each bid will be evaluated to determine its responsiveness to the published requirements.

Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

Final award, if made, will be to the highest scoring responsive, responsible bidder during an open session, public meeting in which the Commission will publicly review and discuss the individual bids. Prior to the scoring and award of the contract, the Commission will solicit public comment. This will include public comment provided by the public through mail, e-mail, and/or telephone and public comment provided directly at the public hearing. Following all public comment, the Commission will complete the scoring of the bidders and make an award based on the scoring. That award shall be final.

1. Customer References

All Customer Reference contacts will be interviewed in regards to effectiveness of bidder's personnel with similar endeavors, as outlined in Section VI, Relevant Experience/Customer References.

2. Awarding of Points

Once a bid is deemed responsive, the bids will be scored using a consensus methodology and points will be awarded as outlined in the following table.

Scoring/Points Table

NOTE: This portion will be revised and is for illustrative purposes.

Category	Maximum Points	Criteria
Relevant Experience	25	Recency of experience
		Diversity and size of population
		Complexity of geography and built environment
		Results of line drawing (Challenges?)
Knowledge and Expertise in Redistricting	20	Application of VRA sect. 2 in line drawing
		Application of VRA sect. 5 in line drawing
		Application of CA Con, Art 21, Sect 2 in line drawing
		Expertise in using census data in line drawing
		Expertise in using GIS-related databases in line drawing
		Application of precinct-level voting data to VRA sect. 2
Ability to provide required hardware and software	15	Portability of equip. or access to on-line
		Ability to produce, store, project and print maps
		Redistricting Database
		Real-time retabulation of prospective changes to lines
		Availability of precinct-level voting data
Robustness of IT Security Practices	15	Secure pipelines / transmission
		Data monitoring, verification, storage, and back-up
		Confidentiality practices / data handling
Ability to perform Public Outreach Responsibilities	15	Ability to staff multiple locations simultaneously

Category	Maximum Points	Criteria
		Ability to equip multiple locations simultaneously
		Ability to produce, store, project and print maps at off-site locations
Collaboration and Team Work (Based on Customer References)	10	A team player / collaborator
		Ability to remain neutral and objective
		Timeliness of deliverables
		Dependability
Final Point Score	100	

3. Weight Calculation

Once the Final Point Score has been determined for each bidder, the Final Point Score and Total Bid Cost for each bidder will be weighted using the five (5) steps below:

Step 1:

An Evaluation Score Sheet will be completed for each bidder. The State will determine which of the bids reflects the best response and award it the most points, then all other bids will be awarded fractional points based upon a comparison with the best response. Bid responses of the same level of quality will receive identical points.

The bidder's total points and Total Bid Cost as follows:

Step 2:

Bidder 1 45 points
 Bidder 2 65 points
 Bidder 3 30 points

Use the "highest total score" as the DENOMINATOR to form a fraction for each bidder. Use each of the bidder's total score as the NUMERATOR. Then, express that fraction as a decimal value, e.g.:

Bidder 1 $45/65 = .6923$
 Bidder 2 $65/65 = 1.0$
 Bidder 3 $30/65 = .4615$

Step 3:

The relative cost of the bidders' bids will be scored after validating the entries as follows:

Identify the lowest total cost submitted of all the responsible bidders who meet all the mandatory requirements (are responsive), e.g.:

Bidder 1	\$ 1,500,000
Bidder 2	\$ 1,675,000
Bidder 3	\$ 1,800,000

Use the lowest total cost as the NUMERATOR to form a fraction for each bidder. Use the bidder's total cost as the DENOMINATOR. Then, express that fraction as a decimal value, e.g.:

Bidder 1	$\$1,500,000/1,500,000 = 1.00$
Bidder 2	$\$1,500,000/1,675,000 = .8955$
Bidder 3	$\$1,500,000/1,800,000 = .8333$

Step 4:

Apply the two scores from Step 2 and 3 to compute the Total Score for each bidder. Also, included in the formula below is a percentage indicating the relative weight given to Administrative/SOW and Cost scores.

Statement of Work (SOW) = 50% Cost = 50%

The Total Score calculation is as follows:

Bidder 1	$.6923 \times .50 + 1.000 \times .50 = .84615$
Bidder 2	$1.000 \times .50 + .8955 \times .50 = .94775$
Bidder 3	$.4615 \times .50 + .8333 \times .50 = .6474$

Step 5:

Apply the small business preference for any eligible bidders. The highest final score will determine the winning bidder. (In this scenario no bidders claimed the preference so Bidder #2 will receive the award.)

4. Final Award

Final award, if made, will be to the highest scoring responsive, responsible bidder during an open session, public meeting in which the Commission will publicly review and discuss the individual bids. Prior to the scoring and award of the contract, the Commission will solicit public comment. This will include public comment provided by the public through mail, e-mail, and/or telephone and public comment provided directly at the public hearing. Following all public comment, the Commission will complete the scoring of the bidders and make an award based on the scoring. That award shall be final.