

City of Baton Rouge and Parish of East Baton Rouge

Request for Qualifications

Demographic and Mapping Consulting Services for
Redistricting
2020 Census

I. PURPOSE

The City of Baton Rouge/Parish of East Baton Rouge ("City-Parish") is soliciting qualifications from demographic analysis and census mapping consultants to provide mapping, demographer expertise, public input facilitation and support of the 2020 Census Metropolitan Council District Redistricting for City of Baton Rouge/Parish of East Baton Rouge elected districts. The City-Parish is interested in a consultant with expertise and experience in the technical aspects of redistricting, community engagement and the federal and state law (including, but not limited to the Voting Rights Act) requirements. The City-Parish seeks a consultant it can work with effectively to achieve project success.

II. RESPONSE SUBMITTAL PROCESS

All responses must be submitted not later than 2:00 pm on Tuesday, November 23, 2021 to the Office of the Council Administrator-Treasurer.

By Hand delivery or common carrier:

222 St. Louis Street
Third Floor, Room 364
Baton Rouge, Louisiana 70802

Proposers shall submit responses to this RFQ between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a state, local, or federal holiday, which then may be delivered by hand on the following business day. In any event, the proposers must submit responses not later than November 23, 2021, by 2:00 PM. It is the responsibility of the proposer to ensure that its response is delivered timely. Late submissions will not be considered.

The outer envelope in which proposals are tendered should be marked

"PROPOSAL FOR REAPPORTIONMENT SERVICE OF
CITY-PARISH GOVERNMENT DUE NOVEMBER 23, 2021 at 2:00 pm."

2. Five (5) copies of bound and sealed responses, and one digital copy on a flash drive or DVD are required, not to be opened until after the final submission date and hour noted above. Proposals received after the deadline will not be considered.
3. The selection of the consultant will be based upon responses received to the criteria included in this RFQ.
4. The Louisiana Code of Governmental Ethics (Title 42, Chapter 15) prescribes restrictions against conflicts of interest and establishes guidelines to assure that appropriate ethical standards are followed. Each proposer is responsible for ensuring personal compliance with the Code of Government Ethics. If any question exists regarding potential violation of the Code of Ethics, responders should contact the Louisiana Ethics Administration prior to submission of the response to this RFQ. Any violation discovered after the fact shall be grounds for disqualification of response or cancellation of contract.

5. Inquiries:

Proposers shall submit ONLY written questions related to the proposal prior to November 16, 2021 at 2:00 pm to:

Ashley Beck, Council Administrator-Treasurer
abeck@brla.gov

or deliver by hand to the physical location:

222 Saint Louis Street, Room 364
Baton Rouge, LA 70802

between the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise provided by a state, local, or federal holiday, which then may be delivered by hand on the following business day, not later than 2:00 PM on November 16, 2021. Proposers should direct all questions about the content of this RFQ or any necessary clarifications ONLY to the above contact.

It is prohibited for any proposer to contact any member of the Metropolitan Council or any City-Parish employee other than the contact listed above for any questions or clarification requests with regard to this RFQ once the RFQ is issued on November 3, 2021.

III. PROJECT DESCRIPTION

Provide demographic analysis and community engagement support for the City of Baton Rouge/Parish of East Baton Rouge 2020 Census Metropolitan Council District Redistricting process that meets federal and state law requirements. The consultant will work in conjunction with the City-Parish GIS division.

IV. SCOPE OF SERVICES AND DELIVERABLES

The City-Parish seeks qualified firms, individuals, or contractors that have expertise in:

- Local jurisdiction electoral redistricting;
- The Federal Voting Rights Act;
- Louisiana state law;
- Mapping and balancing electoral districts;
- Presenting information in a public setting such as a Metropolitan Council or community meeting;
- Analyzing statistical, demographic, and census data, to support City-Parish staff;
- Drafting/drawing proposed Metropolitan Council district boundaries for consideration and decision by the Metropolitan Council.

Minimum Qualifications:

The Respondent must have at least three (3) years of proven experience in successful reapportionment work. The respondent must have demonstrated experience in redistricting activities, geographic

information systems, census data tabulation, and technical procedures related to the design/redesign of voting districts. Respondents must be qualified and knowledgeable in applicable federal and state laws and traditional re-districting principles. Respondents must be capable of designing/redesigning Metropolitan Council districts to meet legal requirements for reallocating population to meet the requirements of the Plan of Government of the City of Baton Rouge and Parish of East Baton Rouge and state and federal law. Respondents must be capable of working with City-Parish staff to create draft maps with possible and recommended redistricting solutions. Respondents must be able to provide reports detailing the population numbers in each scenario, including racial/ethnic category breakdown. Respondents will be expected to work with individual Metropolitan Council members, Administration, Council Administrator's Office, and Parish Attorney staff throughout the process. Respondents will also be expected to work with the Public Information Officer to provide the public with information on the redistricting process as it proceeds.

Overview of Work:

- Reapportionment of voting districts for the City of Baton Rouge and Parish of East Baton Rouge Metropolitan Council member seats is required according to the Plan of Government of the City of Baton Rouge and Parish of East Baton Rouge as well as state law.
- The consultant will prepare, coordinate the enactment, and assist in the implementation of the 2021 Redistricting Plan. These services include, but are not limited to, drafting of the redistricting plan and narrative of the changes, and working with the City-Parish GIS staff on the preparation of presentation quality maps.

Tasks and responsibilities of the selected consultant include:

1. Obtain and input the census geography and population data into the redistricting system
2. Verify the correctness of the census geography and assignments of population data
3. Obtain and download a copy of the registered voter totals, by precinct
4. Select and input selected election returns
5. Collect and input the incumbents' precincts of residence
6. Construct a plan using the current districts and present these findings to the City-Parish
7. Interview each incumbent member of the Metropolitan Council to obtain their input
8. Produce maps in conjunction with the City-Parish GIS staff and reports, including statistical analysis of each plan
9. Participate in public hearings
10. Make a general redistricting presentation at community meetings and at Metropolitan Council meetings.
11. Propose procedures and guidelines to be followed in the redistricting process
12. Evaluate specified outside plans and make reports to the jurisdiction as directed

13. Legal review and legal briefing of plans in progress
14. Final plan selection assistance
15. Draft resolution or ordinance of final plan for adoption by the Metropolitan Council
16. Assist in submitting necessary documents to the Louisiana Secretary of State.
17. Any other duties, identified by the proposer, and agreed upon as necessary for completion of the scope of work to be defined in the proposal.

V. CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE RESPONSIBILITIES

The City of Baton Rouge/Parish of East Baton Rouge will provide support and input from City-Parish staff and departments, Metropolitan Council, and the Mayor's Office. In their response, the Consultant shall define additional information, services and expertise needs from the City-Parish for the implementation of this project. The City-Parish GIS Division will prepare all maps in coordination with the selected consultant.

VI. RESPONSE REQUIREMENTS

1. Relevant Experience: Provide a narrative of the consultant, including information and background information for all team members, the relevant experience of team members, experience with working with other Louisiana political subdivisions, and primary office location of the consultant.
2. Narrative of the consultant's proposed process: Provide a narrative of the process the consultant proposes to utilize to accomplish the reapportionment/redistricting process for the Metropolitan Council districts.
3. Work product format: Draft and final deliverable work products shall be provided to the City-Parish via electronic files containing all text, exhibits, data, calculations, and referenced documents supporting conclusions. Response shall confirm that the consultant can provide final work product via electronic files and include what software and format the consultant will utilize.
4. Other format requirements: All text, exhibits, and supporting data shall be submitted in a form that is editable by the City-Parish. Microsoft Word format shall be included with all text submittals. Response shall include consultant's proposed graphic and other software to be used to complete the project.
5. Cost summary: Please include an outlined cost summary in the scope of services. Any known or anticipated adjustments to billing rates shall be disclosed to the City-Parish in the response. The cost summary should include all staffing, technology, and related expenses.
6. Schedule: A preliminary project schedule/timeline shall be included in Consultant's response. The purpose of the schedule is to describe the anticipated duration of the tasks identified in the proposed scope of work once given a notice to proceed. Provide any information about the consultant's ability to work under time constraints.
7. Qualifications: Responses shall include a brief summary of up to four recent reference projects that best demonstrate Consultant team's relevant experience. Project summary shall provide sufficient information for the City-Parish to evaluate the specific contributions individual project team members had in completing deliverable items associated with a referenced project. References should agree that

the City-Parish can contact them to inquire about work product quality and experience working with the consultant.

8. Ownership of work: All work products prepared by Consultant shall become the property of the City-Parish. There shall be no restrictions on the City-Parish's use, distribution or modification of work products.

9. Acceptance of terms and conditions: The response shall include a statement of Consultant's willingness to accept the terms and conditions of the City-Parish standard Contract for Professional Services, a copy of which is attached as Exhibit A. Prospective consultants shall review the Contract for Services, note any items to which it takes exception provide alternate proposed wording and show levels of insurance coverage in each category and return the marked-up copy with the response. Exceptions to the terms and conditions could affect the selection process.

10. Conflict of Interest: Throughout the term of any agreement resulting from the RFQ, Consultant will not accept any employment or engage in any work which creates a conflict of interest with the City of Baton Rouge/Parish of East Baton Rouge or in any way compromises the work to be performed under this RFQ or any agreement resulting from this RFQ.

VII. COMMUNICATIONS

Questions regarding this RFQ shall be submitted in writing to Ashley Beck, Council Administrator-Treasurer via the email address or physical address above in Section II (5). We request that consultants notify the City-Parish (via email to counciladministrator@brla.gov) of their interest in submitting a proposal for this project. The City-Parish responses to substantive questions will be shared with all consultants that notify the City-Parish of intent to submit a response. To ensure fair competition, all proposers will receive the same information and materials.

VIII. RFQ TERMS AND CONDITIONS

The selection of a consultant for this project and any agreements for services resulting from this Request for Responses is dependent upon approval of contract award by the Metropolitan Council of the City of Baton Rouge/Parish of East Baton Rouge. The City-Parish reserves the right to waive any minor irregularities, informalities, or oversights at its sole discretion. The term "minor" as used herein means any Consultant or City-Parish irregularity or oversight that does not materially affect or alter the intent and purpose of this RFQ, and is not in violation of law that may apply to this procurement.

The City-Parish reserves the right to cancel in part or in whole or amend this RFQ, to extend the date responses are due, and/or to re-solicit this Request for Qualifications.

Additional conditions:

- Late responses are not acceptable and will not be reviewed.
- The City-Parish reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of responses and the City-Parish will conduct this process in a fair and impartial manner.
- Incomplete responses or inaccurate information may be cause for disqualification.

- All materials submitted to the City-Parish will become the property of the City-Parish and will not be returned.

IX. COST OF RESPONSE PREPARATION

Issuance of this RFQ does not commit the City-Parish to award an agreement or to pay any costs incurred in preparation of a response to this RFQ. The City-Parish will make no reimbursement for any cost incurred by a prospective Consultant for the preparation of a response to this Request for Qualifications.

X. CONSULTANT SELECTION PROCESS

All responses submitted by the required deadline will be reviewed for adequacy, completeness, content, project approach, qualifications and other criteria developed during the review process. Consultants who have submitted responses which pass the initial review may be invited for interviews approximately two weeks after submittal by the City-Parish. The City-Parish reserves the right to conduct interviews of those consultants who pass the initial review or select a consultant without conducting interviews.

The contract will be awarded to the Consultant deemed by the City-Parish to be the best qualified for the scope of work. Consultants are encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed project. The following is the City-Parish's tentative schedule for selection of the Consultant:

1. Issuance of RFQ: November 3, 2021
2. Deadline for RFQ Submittal: November 23, 2021 at 2:00 PM
3. Review of Qualifications: November 29-December 3
4. Consultant Interviews (if necessary): After December 3
5. Award of contract: Prior to December 31, 2021

Proposals which are submitted timely will be evaluated by the selection committee comprised of the Director of Finance or their designee, the Council Administrator-Treasurer or their designee, and the Parish Attorney or their designee. Based on such evaluation, the committee will select a consultant from the firms that submit responses to this RFQ.

Selection Criteria:

The following criteria will be used as a basis for the selection of the consultant:

- RELEVANT EXPERIENCE AND PRESENCE OF FIRM 45 POINTS

The background and experience of the firm working with Louisiana political subdivisions. An office presence in Louisiana may be considered in this criteria.

- TEAM MEMBERS/PERSONNEL 25 POINTS

The personnel the firm proposes to commit to work on City-Parish reapportionment and other related services, and the specific qualifications of these individuals. The current workload of the firm's

personnel, available staff and resources. Capacity and flexibility to meet proposed Work Plan schedules, including any unexpected work. Ability to perform on short notice and under time constraints.

- REFERENCES 15 POINTS

The reports from references regarding the firm's work.

- COMMITMENT TO DIVERSITY AND INCLUSION 10 POINTS

The firm's commitment to promotion of full and equal opportunities for women, minorities, and veterans, and other underrepresented groups.

TOTAL 100 POINTS

The committee reserves the right to disqualify any responses, to waive any and all formalities outlined in this RFQ, to request additional information or clarification of any response, and to select a consultant that, in its judgment, will best meet the objectives stated in this RFQ.

XI Addenda, Supplements, and Amendments to RFQ

In the event that it becomes necessary to revise any part of the RFQ, an addendum, supplement, or amendment to the RFQ will be posted at <https://www.brla.gov/163/Council-Administration-Treasurers-Office>

It is the responsibility of the proposer to check the website for any addendums, supplements, or amendments made to the RFQ.

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the ___ day of _____, 20___ by and between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as “City-Parish”) on behalf of (*department name*), and _____(*vendor*)_____ hereinafter referred to as “Service Provider”.

Article I: Term

This Agreement shall be for a term commencing _____,20___, and terminating_____, 20___ (*provide a date here or other comment such as: upon completion of this project estimated at some date*).

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the (dept name) herein referred to as the “Department” as follows:

(NOTE OF INSTRUCTION: DEFINE SCOPE OF SERVICES HERE OR IN AN ATTACHMENT IF ATTACHMENT USED, REFERENCE HERE PER THE FOLLOWING)

Scope of Services are as defined per Attachment “A”, attached and made a part of this agreement.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Conflict of Interest and Louisiana Code of Ethics

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City/Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the **only** entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

Article V: Insurance

(Insurance coverage is required if services are being performed on city-parish property and may be required for other reasons as defined by Risk Management.)

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$600,000. A certificate of insurance evidencing the required coverage as noted in Attachment “B” shall be provided prior to final execution of the contract and commencement of work.

Contractor understands that Louisiana Law requires certain employers to maintain workers compensation insurance. *(use this additional clause if Contractor claims exemption such as sole proprietor with no employees or other exempt classification.)* **[The Contractor shall attest that he is exempt from this statutory requirement as evidenced by the attached waiver of worker’s compensation.]**

Article VI: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider’s operation under this Agreement.

Article VII: Cybersecurity Prerequisites

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

Article VIII: Compensation

The City Parish shall pay Service Provider the sum not to exceed _____ (*or as otherwise defined by contract terms*). Rates shall be _____ (*define hourly, monthly, or per schedule of rates, etc.*).

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices with appropriate documentation.

Article IX: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

Article X: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the contract for at least 3 years.

Article XI: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

Article XII: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

Article XIII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIV: Termination for Cause

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice

specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

Article XV: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

Article XVI: Governing Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

In witness whereof, the parties hereto have executed this Agreement in triplicate, effective as of the date first written above.

SIGNATURES ON FOLLOWING PAGE

WITNESSES

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**

BY: _____
Sharon Weston Broome, Mayor-President
Kris R. Goranson, Director of Purchasing

Date: _____

(SERVICE PROVIDER COMPANY NAME)

BY: _____
(Authorized Signature, printed name)

Date: _____

Approved:

Approved:

[Name & Title]
Dept of *[Department Name]*

[Name & Title]
Office of the Mayor-President

Example: Vernadine Mabry , Director
Dept of Human Services and Develop.

Example: Courtney Scott, Assistant CAO
Office of the Mayor-President

Approved as to form:

Office of the Parish Attorney

NOTE:

- (1) *Where this contract will result in a service that ‘creates’ something for city-parish, we recommend a condition in the agreement that assigns ownership of the ‘created product’ to the city-parish—ie. in the case of a commercial production or photographs, maps, etc..*
- (2) *Where this contract is funded by a grant, the Grants and Contracts Review Committee has requested that termination wording include specific cancellation rights should the grant funding be terminated.*

ATTACHMENT B

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$600,000
Products-Comp/Op Agg	\$600,000
Personal & Adv Injury	\$300,000
Each Occurrence	\$300,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821