

Request for Qualifications for Redistricting Consultant Services

Summary

Cuyahoga County Council (“the County”) seeks responses from qualified and experienced consultants to assist in the reapportionment of the County Council districts in accordance with the Charter of Cuyahoga County and all applicable federal, state, and local laws, and mandates.

Background

Section 3.04 of the Charter of Cuyahoga County requires that immediately each decennial census, the County Council must appoint a Council Districting Commission (“the Commission”) to prepare and certify a detailed apportionment of the Council districts. The Charter further establishes the principles for establishing the district boundaries and requires the County Executive to provide for such facilities and assistance as shall be required by the Commission to carry out its duties. The Charter of Cuyahoga County is available at <http://executive.cuyahogacounty.us/en-US/charter.aspx>.

Scope of Services

The County seeks responses from qualified consultants with demonstrated experience in redistricting activities, geographic information systems, and census data analysis to assist in the Commission’s redistricting process. The selected individual or firm will work directly with the Commission to assist in the development, review, and certification of a detailed apportionment of the Council districts in accordance with the Charter of Cuyahoga County and all other laws and mandates. In doing so, the selected individual or firm will be required to provide the following services:

1. Advise the Commission on all relevant aspects of the redistricting process pursuant to the County Charter and all applicable federal laws and mandates;
2. Prepare detailed demographic analysis;
3. Develop one or more proposed redistricting alternatives;
4. Prepare maps and data files using a geographic information system;
5. Organize Commission meetings, prepare materials, and provide all equipment needed;
6. Comply with all applicable legal provisions relating to open meetings, the Ohio Sunshine Law, and public notification and posting of meeting minutes and agendas;
7. Conduct community meetings to explain the redistricting process, and gather public input on the proposed apportionment or apportionment alternatives;
8. Prepare public communication and materials throughout the redistricting process; and
9. Work with the Commission and County staff to disseminate public information regarding the County’s redistricting process.

Proposal Submittal

Responses to this Request for Qualifications must include the following information:

A. Organizational Profile

- A concise, but detailed, narrative of the respondent's background and experience with similar redistricting projects;
- A list of all persons who will provide services on behalf of the respondent, including their qualifications; and
- The name, title, address, phone number, and email of the principal contact person.

B. Services Plan

- A comprehensive narrative detailing the respondent's proposed approach to providing the required services, including a detailed timeline for the completion of the project; and
- The cost for the proposed services may not exceed \$100,000.

C. Disclosure Statement

Disclosure of any conflicts of interest or future conflict of interest (including each and every matter in which the firm has, within the past calendar year, represented any entity or individual with an interest adverse to that of the County or its elected officials or officers)

D. Evidence of Insurance

See Attachment A, Insurance requirements and policy limits, as set by the County Law Department, Risk Manager.

Submittal

The response to this RFQ shall be submitted in bound volumes on standard 8 ½ x 11" paper. Five (5) copies of the written response and one CD containing electronic copies of all documents must be received no later than **4:00 p.m. on Friday, August 6, 2021**. Late proposals will not be accepted. The response package shall be submitted to:

**Cuyahoga County Procurement Department
County Administration Building,
2079 E. 9th Street, 2nd Floor
Cleveland, OH 44115**

Review

A committee of County Council Members and/or County Council staff will review all responses properly submitted by the deadline. The committee may contact one or more respondents for additional information and may request oral presentations by one or more vendors. The committee will evaluate and numerically score each response in accordance with the following evaluation criteria:

- A. Respondent's background and experience (25 points)
- B. Qualifications of individuals providing services (25 points)
- C. Respondent's proposed approach (25 points)

The committee will present its recommendations to the County Council. The County will attempt to negotiate and enter into a legally binding agreement with the selected individual or firm in a "not to exceed" amount of up to \$100,000 pursuant to County procurement procedures. Additional forms and documentation may be required from the selected vendor.

Further Information

All questions regarding this RFQ should be submitted via electronic mail to:

Trevor McAleer, Legislative Budget Advisor
tmcaleer@cuyahogacounty.us

Exhibit A

CUYAHOGA COUNTY Redistricting Consulting Service Insurance Requirements

The Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability up to the full amount of coverages as stated in all existing policies issued to the Contractor as of the effective date of this contract and at least in the amounts indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

- (a) **Worker's Compensation Insurance** as statutorily required by the State of Ohio.

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage.

- (b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- (c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- (d) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or **other** professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$2,000,000 aggregate.

- (e) **Cyber Risk Insurance** for **all** vendors who provide software development and installation, or the storage of, hosting of, use of or access to County data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:
\$1 million per claim;

\$3 million per aggregate.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this Contract, shall:
 - (i) Cuyahoga County, Ohio and its employees shall be named as Additional Insured and/or loss payee to the extent of the full amount of coverages as stated in all existing policies issued to the Contractor as of the effective date of this contract and at least in the amounts and coverages indicated above. This does not apply to Workers Compensation, All Risk Equipment Insurance, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.
 - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - (iii) Be primary and not in excess or contingent on any other basis;
 - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or
 - (B) "Waiver of subrogation in favor of the County."
2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.
3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
4. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
5. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
6. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
7. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
8. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

9. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.