

REQUEST FOR PROPOSALS

Independent Monitor for the Consent Decree regarding the Chicago Police Department

July 27, 2018

I. INTRODUCTION

The State of Illinois (“State”) and the City of Chicago (“City”) (collectively, the “Parties”) expect to enter into a court-enforceable consent decree (the “Agreement”) to address the findings issued by the U.S. Department of Justice (“DOJ”) in January 2017 that form the basis of the lawsuit filed by the State against the City in August 2017. The Parties have prepared and publicly released a draft Agreement. They have contemporaneously announced that they will work to jointly identify an independent monitor to oversee compliance with the Agreement.

The Office of the Attorney General for the State of Illinois (“OAG”) and the City are seeking interested individuals or firms to serve as the independent monitor (“Monitor”), and as subject-matter experts on the Monitor’s team.

The Monitor and his or her team will assist the United States District Court for the Northern District of Illinois (“Court”), the Parties, and the Chicago community in assessing the implementation of the Agreement in an independent and transparent manner. Once selected and appointed by the Court, the Monitor and his or her team will assess compliance with implementation of the Agreement, engage in community outreach, and issue public reports on the City’s compliance with the Agreement. The Parties shall conduct a selection process for the Monitor as described in the Agreement.

This Request for Proposals (“RFP”) is not part of, and shall not be governed by, any formal municipal, state, or federal procurement process. Be advised that the Parties will not pay for any information or administrative costs incurred in responding to this RFP; all costs associated with responding to the RFP and related to the Monitor selection process will be solely at the responding party’s expense.

II. BACKGROUND

The Chicago Police Department (“Department” or “CPD”) is the principal law enforcement agency in the City and the second largest municipal police department in the United States. CPD employs approximately 12,000 sworn officers. The Department is led by a Superintendent who is appointed by the Mayor of Chicago. The Department is divided into six major bureaus: Patrol, Detectives, Organized Crime, Organizational Development, Internal Affairs, and Technical Services, and there are 22 different police districts and three geographic patrol “areas”— Area North, Area Central, and Area South. Each Area is led by a deputy chief who reports to the Chief of the Bureau of Patrol and each district is led by a district commander who reports to the Area deputy chief. Each district also has specialty units, including gang and tactical teams.

In August 2017, Attorney General Madigan filed a lawsuit against the City, seeking to address the findings and recommendations of reports by the DOJ and the Police Accountability Task Force

convened by the City (the “Lawsuit”). The Lawsuit’s complaint alleged that CPD violated the Constitution, and state and federal laws, by engaging in a pattern of using excessive force, including deadly force, in a manner that disproportionately harms Chicago’s African American and Latino residents. The complaint filed in the Lawsuit, along with the DOJ Report and the PATF Report, can be obtained at <http://chicagopoliceconsentdecree.org>.

The City has denied the claims in the Complaint. However, without admitting any liability of any sort, in order to avoid protracted and expensive litigation, and because the City is committed to continual improvement in the delivery of police services, Mayor Emanuel and CPD Superintendent Johnson have worked with Attorney General Madigan to negotiate the Agreement, an enforceable consent decree. The OAG and the City agree that the Agreement is the best vehicle to ensure implementation of changes that will improve CPD and increase trust between Chicago’s residents and their police department.

The Agreement requires that the City implement changes that ensure that police services are delivered to the people of Chicago in a manner that fully complies with the Constitution and federal and state laws, respects the rights of the people of Chicago, builds trust between officers and the communities they serve, and promotes community safety. Additionally, the Agreement ensures that Chicago police officers receive the training, resources, and support they need to perform their jobs professionally and safely. The Agreement will include changes in the areas of community policing; impartial policing; crisis intervention; use of force; recruitment, hiring and promotions; training; supervision; officer wellness and support; accountability and transparency; and data collection, analysis, and management.

The Parties have agreed that progress on changes implemented under the Agreement will be assessed by an independent monitor. The Monitor will be appointed by the federal judge presiding over the Lawsuit based on recommendations made by the Parties.

III. INDEPENDENT MONITOR DUTIES AND RESPONSIBILITIES

The Monitor will be the agent of the Court and subject to the supervision and orders of the Court. The Monitor will only have the duties, responsibilities, and authority conferred by this Agreement. The Monitor will not, and is not intended to, replace or assume the role and duties of any CPD, City, or State official.

This RFP provides a summary of the requirements and expectations for the Monitor under the Agreement. It is not intended to be an exhaustive summary or analysis of the Agreement, and the Agreement will control any discrepancies between the RFP and the Agreement with respect to the Monitor’s role. Anyone who responds to the RFP, including team members, will be deemed to have read and understood the RFP and the Agreement, and be willing to be bound thereby.

The Monitor will assess compliance with and implementation of the Agreement, engage in community outreach and issue public reports on the City’s compliance with the Agreement. The Monitor will also assess and report on whether implementation is resulting in constitutional policing and increased community trust of CPD.

Subject to the final terms of the Agreement approved by the Court, the Monitor’s specific duties and responsibilities will likely include the following:

- Developing a Monitoring Plan and submitting it to Parties for review and approval.
- Reviewing and commenting on CPD policies, procedures, and training materials.
- Reviewing and approving implementation plans.
- Conducting compliance reviews and audits to determine whether the City and CPD have complied with the requirements of the Agreement.
- Conducting representative and comprehensive community surveys.
- Preparing and filing semiannual monitor reports.
- Maintaining a public website for the posting of monitor reports and other public information.
- Maintaining regular communications with the Parties and convening monthly meetings with the Parties' representatives.
- Conducting regular meetings with community members, members of the Department, and the Department members' bargaining representatives.
- Offering technical assistance and recommendations to the Parties regarding measures necessary to ensure timely full and effective compliance with the Agreement.

For a comprehensive description of the duties and responsibilities the Parties have proposed for the Monitor, please review the draft Agreement, which can be found at <http://chicagopoliceconsentdecree.org>.

The ultimate term of the monitorship will be determined by the Parties and the Court but is expected to span multiple years. Respondents should carefully consider the multi-year commitment required by the monitorship when developing monitoring teams and plans.

IV. REQUESTED INFORMATION

The Parties request that individuals, teams of individuals, or firms seeking to serve as the Independent Monitor submit information regarding their relevant experience and qualifications, as well as proposed methodologies for undertaking Monitor duties and responsibilities, and budget estimates. Once the responses have been received, the Parties may request supplemental information. Information submitted must address each of the elements outlined below.

Executive Summary and Overview of Methodology. A brief description of the way the responding individual, team of individuals or firm would fulfill the duties and responsibilities of the Monitor.

Personnel. The names of individuals or entities, including subcontractors and consultants, who will assist the responding party in fulfilling the duties and responsibilities of the Monitor. Please include a summary of each team member's relevant background and experience and attach a

resume. Whenever possible, include a list of experience(s) for members of the team relevant to the monitoring duties and responsibilities; references for each matter or project listed, including the name of the organization, contact person, title, address, e-mail address and telephone number; and, if available, examples of non-confidential work product that is similar to the reports required for this project.

If the identities of the individuals or entities that would assist in performing the monitoring function are unknown at the time of submission, state the areas of expertise that will be sought and the process that will be used to obtain the necessary services and assistance.

In addition to the names of personnel who will comprise the Monitoring team and information requested above, please provide a brief statement on the following topics:

- a) The Monitor and Monitoring team's commitment to diversity and inclusion, including identifying any team member that qualifies as a small, local, woman-owned, or minority-owned business, and estimating the percentage of the Monitor's total work for which they will be responsible. If any team members have received certification or official confirmation of such status, specify the agency or authority that has granted the certification.
- b) The extent to which the Monitor and Monitoring team will be accessible to the City, the CPD, and the Chicago community. The statement should specifically include a description of all other current employment, projects, or other professional undertakings for each team member, noting the team member's time commitments for each and the estimated percentage of time available to work on this matter.
- c) An explanation of the internal organization of the team, including the areas of responsibility for each member.
- d) Concrete examples as to how the Monitor and the Monitoring team plan to work collaboratively with the Parties and how they plan to do so in a cost-effective manner.

Qualifications. The interested party's qualifications, including those of his/her team, related to the following areas, as set forth more fully in the draft Agreement:

- *Policing and Law Enforcement Practices.* Providing formal and informal feedback, technical assistance, training, and guidance to law enforcement agencies on law enforcement practices, including community policing and engagement, use of force and force investigations, crisis intervention and de-escalation techniques, impartial policing, intake, investigation, and adjudication of complaints of officer misconduct, civilian oversight, police-youth interactions and policy development and officer and staff training; review of policies, procedures, manuals, and other administrative orders or directives and training programs related to law enforcement practices.
- *Monitoring.* Monitoring, auditing, evaluating, or otherwise reviewing the performance of law enforcement agencies; monitoring and ensuring compliance

with settlement agreements, private agreements, consent decrees or court orders and management or oversight of law enforcement personnel.

- *Communication.* Preparing complex public reports for dissemination to diverse audiences; development and administration of surveys; ability to communicate with diverse constituencies; conflict resolution and management; preparing and distributing summary information for public audiences.
- *Demonstrated ability to collaborate with government entities, the City, CPD, and the State.* Collaboration with government agencies, including municipalities, elected officials, civilian oversight bodies, collective bargaining units, and other stakeholders interested in policing issues.
- *Law and Civil Rights.* Assessing the legal sufficiency and compliance by law enforcement with constitutional and other legal requirements; mediation and dispute resolution, especially mediation of police complaints; familiarity with federal, state and local laws; knowledge and understanding of constitutional and other civil rights legal protections, and skills in court as a judge, monitor, counsel, or expert witness or providing other types of testimony.
- *Experience working with various constituencies.* Engaging effectively with diverse community stakeholders to promote civic participation and strategic partnerships; capacity to work with English Language Learners or limited English proficient persons and communities.
- *Knowledge of Chicago communities.* Familiarity and understanding of local issues and conditions; local experience and expertise within Chicago's diverse communities, and with the issues and challenges facing those communities.
- *Project and Change Management.* Evaluating organizational change and institutional change, including applying qualitative and quantitative analyses to assess progress and performance and outcomes; development of effective quality improvement practices; development of flexible, but durable continuous improvement infrastructure and practices; evaluating, developing, or implementing processes for supervisors and managers to oversee accountability in a large organization; completing projects within anticipated deadlines and budgets.
- *Budgeting.* Municipal budget development and budgeting processes.
- *Data Analysis and Information Technology.* Use of technology, analytical tools, and information systems; data collection and management; statistical analysis of law enforcement practices, including internal and external benchmarking techniques; regression analysis and other related statistical methods; and experience with the development of and use of analytical tools.

Potential Conflicts of Interest or Bias. The Parties will also consider whether the proposed Monitor and members of the monitoring team have any actual or apparent conflicts of interest.

Applicants considered for Monitor or as a subject-matter expert on the Monitor's team will be required to disclose all actual and potential conflicts of interest, as well as current commitments and contracts.

A conflict of interest exists when an individual or entity: has contractual or grant relationships with City or State and affiliated departments; is or has been involved in a claim or lawsuit by or against the City, State or affiliated departments (in the last 10 years); has a close, familial or business relationship with the City, State, affiliated departments, or elected or appointed officials in Chicago or Illinois; or is a proponent or subject of any complaint, claim, or lawsuit alleging professional misconduct against CPD members.

Proposed Activities and Methodology. Describe the activities that will be undertaken to perform the Monitor's duties and responsibilities. As part of the description, address the following:

- Methods of obtaining, analyzing, and reporting information;
- Frequency of proposed activities;
- Personnel responsible for the various activities to be conducted and the number of hours anticipated to be devoted to specific aspects of the project by month or quarter, including the number of hours that would be spent in Chicago;
- Coordination with the Parties and CPD to arrange visits, on-site records reviews, and interviews;
- Coordination of monitoring activities, information gathering, and communications with the Parties, CPD, and members of the community.

Cost Estimates. The proposals should include cost estimates based on the Monitor's duties and responsibilities as set forth in the Agreement. It is important to the Parties that the Monitor is adequately funded to fully perform the duties and responsibilities required by the Agreement. At the same time, the Parties recognize the importance of ensuring that the fees and costs borne by the City are reasonable. The proposals should describe efficient and cost-effective approaches to comprehensively monitor the Agreement.

The Agreement will provide for an annual cap of the expenses for monitoring fees and costs. Based on the City's review of the terms of the proposed Agreement, the City believes that the fees and expenses of the Monitor should not exceed \$2.85 million annually. The OAG believes that the annual costs and expenses may exceed the City's estimate. The amount of the cap will be agreed to by the Parties after reviewing proposals submitted in response to this Request for Proposals and will be subject to approval by the Court.

The cost estimate, at a minimum, must include the following:

- An annual cost estimate of fees and costs that the candidate is not expected to exceed.

- Proposed annual budgets for at least five (5) years based on the Monitor duties and responsibilities described above and the requirements of the Agreement.
- Annual breakdowns of forecasted costs for fulfilling the Monitor’s responsibilities, including but not limited to: hourly billing rates, travel, sub-consultant/contractor services, overhead, and supplies.
- Breakdown of the different activities that members of the team will perform (e.g., policy review, technical assistance, training assessment, report writing, and/or incident review).
- A projected allocation of hourly commitments by each team member, broken down by the number of hours projected for both on-site and off-site work.
- Applicants may submit proposed budgets that either fall within or exceed the City’s budget estimate.
- A description of how the applicant would fulfill the responsibilities of the Monitor within the City’s budget estimate. If an applicant’s proposal exceeds the amount of the City’s budget estimate, the applicant should explain in detail why it does not believe that amount is sufficient, propose an alternative amount, and justify that amount.
- Considering the uncertainty of the duration of the Agreement, a list of both one-time or fixed costs that are expected regardless of the duration of the contract, and annual costs that are expected for each year the contract is in effect.

Applicants may be asked to provide revised cost estimates during the selection process.

Communications. To protect the integrity of the selection process, applicants are discouraged from communicating with the Parties, their staffs, experts, and agents until a Monitor is approved by the Court. Any and all communications (whether written, oral, or by any other means) between applicants (or anyone acting on their behalf) and the Parties, their staffs, experts, or agents must be disclosed in the applicant’s response to this RFP. When identifying each communication, the applicant shall provide the date, participants, and substance of the communication. The Parties may ask about the communication during the interview.

V. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Anyone interested in serving as the Independent Monitor must submit a proposal that responds directly to each of the elements set forth in Section IV of this RFP. Proposals should be limited to twenty-five (25) pages, excluding resumes, proposed budgets, and other relevant attachments.

The Parties have agreed to make public the proposals submitted in response to this request. Submissions are considered public records, which are subject to the Illinois Freedom of Information Act, 5 ILCS 140. Applicants are advised not to include in their responses any trade secrets, proprietary information, or other information they do not want made public.

Proposals and all attachments should be submitted in electronic format (PDF) and in hard copy and must be received by **Tuesday, September 4, 2018**. The electronic copy of the proposal should be emailed to the OAG through its Special Assistant Attorney General Lisa Scruggs at LTScruggs@duanemorris.com and to the City through its Special Assistant Corporation Counsel Allan Slagel at ASlagel@taftlaw.com. Please include “City of Chicago Police Department Independent Monitoring Proposal” in the email subject line and on the package containing a hard copy of the proposal. Hard copies should be sent to the addresses below by USPS Priority Mail or overnight carrier (e.g., FedEx, UPS, DHL) to ensure timely delivery.

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