

Mail address:

Purchasing Department
University of Cincinnati
PO Box 210089
Cincinnati, OH 45221-0089

**GENERAL CONDITIONS AND TERMS FOR ANY AGREEMENT
THAT RESULTS FROM THIS BID**

Hand delivery address:

Purchasing Department
Rm 320
University Hall
University of Cincinnati
51 Goodman Drive
Cincinnati OH 45221-0089

1. Proposals to be considered must be received at the Hand delivery address identified on this page prior to the date and time designated in this inquiry, and none will be accepted thereafter. If only a date is shown, bids will be received until the close of the business day. Be certain to sign and return this form.
 2. Instructions, manufacturer's catalog numbers, etc. where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other equivalent types of material or service. However, any substitution or departure proposed by bidder must be clearly noted and described, otherwise it will be understood the bid intends to meet exactly the specifications.
 3. Samples requested must be furnished free of expense, as instructed by the Buyer, and, if not destroyed or required in connection with the award or delivery, will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any sample if considered necessary for testing purposes.
 4. Prices quoted, unless otherwise stated by bidder, are to include all charges for transportation, packing, crates, containers, etc. necessary to complete delivery as designated herein.
 5. Right is reserved to accept, or reject any, or all, bids, combination of items, or lot, and to waive formalities not inconsistent with law.
 6. In case of error in extending the total amount of bid, the unit price will govern.
 7. U.C. terms are 2% 10 days net 45 by electronic ACH deposit, or net 45 by electronic ACH deposit, or net 60 days via mailed check. Payments are from receipt of invoice or from delivery and acceptance of goods, whichever is later.
-
- A. In the event of an award, the contractor must agree to all of the conditions and terms specified therein, and on the Bid Inquiry that preceded the award. Direct all correspondence relative to the purchase to the Purchasing Department, University of Cincinnati, PO Box 210089, Cincinnati OH 45221-0089. Prices cannot be altered during the term unless that was a condition of the contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.
 - B. If any contract does not agree with your quotation, contact the Buyer before performance begins. Prior to performance, the University may require additional information from the Contractor in order to insure that the Contractor is qualified and that the product or service offered will meet the need for which it is intended.
 - C. Quantities shown are more or less, and while we would expect to require this amount during the year, this contract is not an exclusive commitment. The Contractor(s) will honor the prices shown even though the quantities vary. Additional or unusual requirements (including those that would provide continuity), may be bought separately. Multiple awards are possible. Contractors may be added and assignments may be changed.
 - D. Goods not conforming with this term contract will not be accepted. The Buyer must approve any substitution of non-conforming goods prior to shipment (in writing). Unless otherwise noted, the University expects the Contractor to maintain adequate inventory to guarantee a typical delivery or service performance within three days.
 - E. Terms of the contract cannot be modified, altered, or changed without the specific written approval of the Buyer. If the Contractor proposes any different or additional terms, they will constitute a counter offer to the University and no new contract will come into existence unless proposed in writing to the Buyer and specifically accepted by that person as evidenced by signature agreeing to those specific terms. The contract is expressly limited to its terms and cannot be varied unilaterally by Contractor.
 - F. In the event of default by the Contractor, including failure to deliver any item requested within a reasonable time after acceptance of the contract, or if the University rightfully rejects the goods or services or revokes acceptance, the University may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred.
 - G. Further, in such event, the University, at its option, may be relieved of any duty to accept such items as are subsequently delivered.
 - G. Contractor may not assign or delegate duties under the contract without written approval of the Buyer, nor may Contractor change sources of supply or brands identified in the contract without written approval of the Buyer.
 - H. Contractor warrants that the goods covered by the contract are of merchantable quality and fit for any intended purpose disclosed by the University to the Contractor or as represented by Contractor to the University. Contractor agrees to reimburse the University for any losses or consequential damages which it incurs because of defective goods or services. Further, Contractor agrees to defend, indemnify and hold the University harmless from any claims made by third persons arising from injury caused by allegedly defective goods or personal services and any consequential damages claimed. Said warranties are in addition to any express or implied warranties of Contractor.
 - I. The University shall have a reasonable time after delivery to inspect the goods delivered or services rendered under the contract and to reject or revoke acceptance of any not conforming with the terms of the agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.
 - J. In the event of any proceedings in bankruptcy or insolvency of Contractor, the University may, at its option, cancel any unfilled releases under the contract without liability, whatsoever.
 - K. Quantities delivered must equal exact amounts released unless otherwise agreed in writing by the Buyer. Installment shipments are discouraged unless specified. If the price for any item is reduced by the Contractor to a price below the price stated in the contract prior to delivery, the selling price applicable shall be reduced to give the University the benefit of such lowered price.
 - L. The contract will set forth the entire agreement between the parties and shall be construed in conformance with the laws of the State of Ohio. All provisions of the Revised Code of the State of Ohio, and the Ohio Administrative Code, insofar as they apply to contracting by a state university, are made a part of the agreement.
 - M. Where the contractor is manufacturing goods incorporating or making use of any trade, service or identifying mark of the University,

Contractor will be required to obtain authorization and be licensed through the University Licensing Program.

- N. No Contractor or Subcontractor or any person acting on their behalf shall, by reason of Race, Color, Sex, Age, Handicap, National Origin or Ancestry discriminate in employment in the performance of work under this contract.
- O. Contractor shall comply with provision of Executive Order 11246 as amended by Executive Order 11375 as supplemented by Department of Labor Regulation 41 CFR Part 60, the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor Regulation 29 CFR Part 3, the Bacon-Davis Act (40 USC 276a et.seq.), Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857 et.seq.) to the extent that they are applicable. Contractor shall comply with CERCLA, SARA, and all other federal, state, and local environmental laws and regulations in performing this contract.
- P. Contractor warrants that it is not subject to an unresolved finding for recovery under section 9.24 of the Ohio Revised Code. If the warranty is deemed to be false, the purchase order or term contract is void ab initio and the Contractor must immediately repay to the University any funds paid under this order or contract.
- Q. Debarment: By accepting or performing any part of this contract the Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State of Ohio department or agency. Debarment, suspension, or proposed debarment by the Federal or State of Ohio Government constitutes grounds for automatic termination of this contract. Further, Contractor shall provide immediate written notice to Buyer in the event that during the performance of this contract, Contractor or any of Contractor's principals is debarred, suspended, or proposed for debarment by the Federal Government or any State Government.
- R. Contractor must comply with Rules and Regulations of the University of Cincinnati relative to Affirmative Action and Contract Compliance.
- S. No Agreement, Purchase Order, policy, or contract of any nature is automatically renewable. All transactions terminate in accordance with the limitations of the specific period stated and/or in the event that no chronological limit is established by the expiration date of budget funds as set forth on this purchase order or term contract. In addition, when an agreement requires periodic payments by the University out of funds appropriated by the legislature of the State of Ohio extending beyond the expiration of a legislative funding period, the agreement shall be subject to cancellation by the University without penalty if funding is not provided by the State.
- T. Taxes: The University of Cincinnati is a state university of the State of Ohio. As such, it is exempt from most taxes, including State Sales and Use taxes, Real Estate taxes and Personal Property taxes. The University is without authority to pay such taxes if billed by Contractor. If any taxes must be paid by Contractor, they should have been

reflected in the quotation. The University's federal taxpayer identification number is 31-6000989.

- U. Work for Hire: Contractor and University intend the Work and any and all documentation or other products and results of the services to be rendered by Contractor hereunder to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of University. If for any reason the Work would not be considered a work-for-hire under applicable law, Contractor does hereby sell, assign, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
- V. The Contractor agrees to protect, defend, and save the University harmless against any demand for payment for the use of any patented material, process, article or device that may enter in to the manufacture, construction, or form a part of the work covered by the agreement.
- W. Statutory Conformity: Contractor warrants and represents that goods covered by the contract have been manufactured and transported in accordance with all requirements of the Fair Labor Standards Act and all other applicable federal, state, and municipal laws, rules and regulations.
- X. Billings:
By postal mail, send original invoice to:
Invoices
University of Cincinnati
PO Box 212000
Cincinnati OH 45221-2000
By email send invoice to: ucapinv@ucmail.uc.edu
Invoices must include the University Term Contract Release Order number, that authorized delivery of the merchandise or service, and your Federal Tax I.D. Number. Payment will be made when the materials or services have been fully delivered and accepted to the full satisfaction of the University.
- Y. Invoices exceeding the limits established by an award, or for materials not qualifying under its specifications are not subject to payment. Issue invoices that fully describe the product or service that you have rendered, together with our release number. Do not issue statements. If you send your invoice to the wrong address, expect payment to be delayed. Discount period will begin on receipt of invoice or merchandise, whichever is later. Payment will be made by ordinary mail and date of postmark is date of payment, unless otherwise agreed to in writing. The University reserves the right to use cash payment terms and all other discounts in its evaluation of bids. It will not pay finance or other so called late charges.

Sealed Proposals

Sealed proposals will be received by the University of Cincinnati Department of Purchasing, until **5:00 p.m., October 3, 2016** and will be publicly opened for: RFP: Independent Monitor: UCPD.

Email Responses to: Cheryl Smith @ cheryl.smith@uc.edu

Electronic Delivery of Proposals

The University of Cincinnati is providing an electronic version of this RFP document as a Word File attachment via email transmission for bidders to use to prepare their proposal.

Vendors should not alter the RFP in any way from its original format when using this electronic version.

PROVIDE AN EMAIL RESPONSE TO THE UNIVERSITY OF CINCINNATI'S CENTRAL PURCHASING DEPARTMENT BEFORE THE DEADLINE DATE AND TIME. BE CERTAIN TO COMPLETE AND EXECUTE THE COVER PAGE . RESPONSES WILL BE CONSIDERED TIMELY SO LONG AS THE EMAIL VERSION IS RECEIVED NO LATER THAN 5:00 P.M. E.S.T. OCTOBER 3, 2016. LATE PROPOSALS CANNOT BE ACCEPTED. DO NOT USE ANY OTHER ALTERNATE METHOD OF SUBMITTAL THAN WHAT IS IDENTIFIED IN THIS RFP.

Contract Duration

Any contract resulting from this bid inquiry shall be for a term of three (3) years which shall automatically renew on its anniversary date for as many as two (2) consecutive one (1) year terms under the same conditions as the previous term unless either party delivers written notice of termination to the other, effective as of the next anniversary date, by certified or registered mail, return receipt requested, at least 60 days prior to the next anniversary date.

Conformity With Bid Documents

Bidders are encouraged to accept all University of Cincinnati terms and conditions identified in this bid. The submittal of exceptions or deviations by a bidder in their proposal may be cause for disqualification.

Bidders should complete the following “Yes” / “No” conformity question.

Does your proposal comply with all terms and conditions identified in this bid?

Yes, our proposal complies with all terms and conditions identified in this bid.

No, our proposal does not comply with all terms and conditions identified in this bid.

Important! If “No” is checked, then the bidder should attach to their proposal a separate sheet titled “Exceptions” that is formatted as follows:

- Bidder is expected to identify SPECIFIC exceptions to University of Cincinnati terms and conditions. Bidder’s printed terms and conditions are NOT considered specific exceptions and may not be accepted.
- Any University of Cincinnati term and condition to which the bidder is taking specific exception should be clearly identified by page number and paragraph title.
- Following each specific exception entry, bidder should clearly state proposed, alternate language for consideration. (Please note that the University of Cincinnati lacks authority to, and will not, agree to any proposal for the vendor’s unconditional indemnification, for compulsory arbitration, for jurisdiction or venue in any courts other than a court of competent jurisdiction in the State of Ohio, or for governing law other than the law of Ohio and the United States of America.)

Restricted Disclosure Requests

Some vendors may identify parts of their proposals as confidential, proprietary, private, or use similar terms that are intended to restrict disclosure. The University of Cincinnati is only able to consider such requests to the extent permitted by Ohio law.

Bidders should complete the following “Yes” / “No” restricted disclosure question.

Does your proposal contain any language that is intended to restrict disclosure?

Yes, our proposal does contain such language.

Important! If “Yes” is checked, then bidder should attach to their proposal a separate sheet titled “Restricted Disclosure” that identifies the SPECIFIC narrative in their proposal (e.g., page number, paragraph title, and sentence) that they request to remain confidential. Entire proposals that are identified by the bidder as confidential or proprietary, or similar preprinted designations, are NOT considered specific requests and may not be accepted. (Please note that the University of Cincinnati lacks authority to, and will not, agree to restrict disclosure of any pricing information.)

No, our proposal does not contain language that is intended to restrict disclosure.

Verbal Contact Not Permitted

Absolutely no verbal contact by vendor is permissible while this bid and subsequent evaluation process are pending. Questions (if any) should be submitted in writing via email and must be received in the University of Cincinnati Department of Purchasing no later than 5:00 PM E.S.T. **September 23, 2016** and must reference price inquiry #T954-20A

Submit such questions to: Cheryl Smith @ cheryl.smith@uc.edu

Questions worthy of response will be answered via addendum. U.C. reserves the right not to respond to questions received after the cutoff date indicated above.

(

Scope of Work:

Purpose of RFP

The University of Cincinnati, on behalf of its Office of Safety and Reform, seeks proposals from qualified organizations to serve as Independent Monitor of the University of Cincinnati Police Department (UCPD). The purpose is to hire a Monitor to assess and guide implementation of findings from the *Final Report for the Comprehensive Review of the University of Cincinnati Police Department* [“Final Report”] submitted by Exiger, Inc. at the request of the University of Cincinnati. The final report serves as a roadmap for our voluntary reform agenda and is being used to establish a culture of transparency, legitimacy, fairness, collaboration, inclusion, diversity, and innovation within the UCPD. The UCPD is committed to instituting the changes necessary to become national leaders in urban university policing. Implementation and Monitorship of the Final Report is a critical component of the University of Cincinnati’s (UC) commitment to ensuring that the UCPD engages in effective, efficient, and equitable policing, while simultaneously rebuilding trust with our university and community members.

In February 2016, the University of Cincinnati contracted Exiger to conduct a comprehensive review of the UCPD to review current policies, procedures, practices, and training, identify best practices in these areas, and plan a course for inclusive reform efforts. The Final Report was publicly released June 7, 2016 and is available at: <http://www.uc.edu/content/dam/uc/safety-reform/documents/FINAL%20REPORT.pdf>

The objective of this RFP is to seek proposals from interested individuals, firms, or organizations to serve as the Independent Monitor [“Monitor”] for the UCPD in its implementation of the Final Report. The selected organization will be asked to: 1) assess progress towards implementing the Final Report; 2) report on the status of implementation, 3) work with the UCPD to address any barriers to implementation; 4) provide clear guidelines on all steps necessary for compliance; and 5) provide technical assistance to the UCPD as requested.

Background

The University of Cincinnati (UC) is a state university in the State of Ohio, with 14 colleges serving over 45,000 students. UC is one of the largest employers in the Cincinnati region, with over 15,000 employees and an economic impact of more than \$5 billion. The UC Uptown campuses are composed of the Main campus (West) and Medical campus (East). While approximately 13% of the UC Uptown students live on campus, between 10,000 and 15,000 students reside in the off-campus neighborhoods within a one-mile radius of these two Uptown campuses.

The University of Cincinnati Police Department (UCPD) is a fully empowered law enforcement agency that provides all public safety and emergency services for the UC community. All UCPD Officers have full police authority, and are certified law enforcement officers by the State of Ohio, having completed all training requirements required by the Ohio Peace Officer Training Academy (OPOTA). The department has a full complement of 74 police officers and 26 security officers.

The UCPD has full jurisdiction on all University owned and operated buildings and contiguous public properties. Further, the UCPD participates in the Hamilton County Law Enforcement Mutual Aid Agreement, which permits members of local law enforcement to assist in policing areas traditionally outside of their jurisdiction, when necessary. Hamilton County Agreement:

<https://assets.documentcloud.org/documents/2169614/hamilton-county-mutual-aid-agreement.pdf>

In addition, through the Mutual Assistance In-progress Crime Assistance Agreement with the City of Cincinnati, signed in 2009, the UCPD has jurisdiction to perform police functions within the City of Cincinnati, without request of or prior notice from the City. The UCPD routinely patrols in city neighborhoods (approximately one mile) surrounding the UC Uptown Campus. MOU:

<http://www.uc.edu/content/dam/uc/ucomm/docs/MOU%20between%20City%20and%20UC.pdf>

On August 5, 2015, the City of Cincinnati City Council passed emergency Ordinance #264-2015, which temporarily restricts UCPD from performing traffic enforcement beyond the campus boundaries.

City Ordinance:

http://city-egov.cincinnati-oh.gov/Webtop/ws/council/public/child/Blob/43198.pdf?rpp=10&upp=0&m=1&w=NATIVE%28%27DOC_NO+%3D+%27%27201501122%27%27%27%29

The UCPD is led by the newly hired Chief of Police [Anthony Carter], who reports to the Director of Public Safety [James Whalen]; the Director of Public Safety reports to the Vice President for Safety and Reform [Robin S. Engel], who reports to the University President [Interim President Beverly Davenport]. The UCPD is organizationally divided into three main areas: (1) Field Operations, (2) Support Services and (3) Standards and Strategic Development.

Calls for reform of the UCPD stem from last year's officer-involved shooting off campus. On July 19, 2015 at 6:30 PM, former UCPD Officer Raymond Tensing conducted a traffic stop near the intersection of Rice and Valencia Streets, which is about one mile off campus. During the traffic stop, an altercation occurred between the driver of the car (Samuel Dubose) and the officer, resulting in the shooting death of Mr. Dubose. The incident was captured on Officer Tensing's body camera. The Cincinnati Police Department (CPD) conducted the initial investigation and provided all investigative materials to the Hamilton County Prosecutor's Office. A convening of the Hamilton County Grand Jury resulted in an indictment for murder against Mr. Tensing, who was subsequently dismissed from his UCPD employment. Mr. Tensing's criminal trial is scheduled for October 25, 2016.

In the immediate days and weeks following the incident, the UC Administration engaged in a number of review and reform efforts. First, the UC Office of Safety and Reform was created and Dr. Robin Engel was named Vice President of Safety & Reform to oversee all review and reform efforts related to the UCPD, and public safety more broadly. Thereafter, the positions of the Director of Public Safety (James Whalen) and the Director of Police-Community Relations (S. Gregory Baker) were created and hired.

The University retained Kroll Inc., on July 31, 2015 to conduct an external incident review of the officer-involved shooting, including all UCPD personnel actions associated with the incident. This report was publicly released on September 11, 2015 and is available at:

<http://www.uc.edu/content/dam/uc/safety-reform/documents/Kroll%20Report%20of%20Investigation%208.31.2015.pdf>

The UC Office of Safety & Reform's Community Advisory Council (CAC) was established in October 2015. The CAC's purpose is two-fold: (1) To advise the Vice President for Safety and Reform on developing UCPD's reform agenda as well as tracking its progress and communicating its impact; and (2) To assist the UCPD Director of Police Community Relations in building, enhancing and expanding UCPD's relationships with our diverse local communities. The CAC is comprised of 19 members representing various groups from UC and the larger Cincinnati community in an effort to promote diversity of thought, ideas, and information exchange. The CAC is chaired by John A. West, a recently retired Judge of the Hamilton County Court of Common Pleas. The collective work of the CAC is designed to promote our five core principles: transparency, legitimacy, fairness, collaboration, and innovation.

After a thorough application and review process that included University officials and community members, the University of Cincinnati retained Exiger LLC on February 1, 2016 to conduct a comprehensive review of the UCPD. After contracting Exiger to perform this review, the University administration also requested Exiger to perform a separate Personnel Review after reporting conflicting information from interviews with the UC Chief of Police and other sworn UCPD members. The Personnel Review was provided to University administrators on February 29, 2016. Prior to the conclusion of the investigation, UCPD Chief Jason Goodrich and Major Timothy Thornton resigned from the UCPD. The Personnel review can be found on the Office of Safety and Reform's website at:

<http://www.uc.edu/content/dam/uc/safety-reform/documents/UCPD%20Personnel%20Investigation%20--%20Final%20Draft.pdf>

The Final Report containing 276 unique recommendations was released to the public on June 6, 2016. The report can be found on the Office of Safety and Reform's website at:

<http://www.uc.edu/content/dam/uc/safety-reform/documents/FINAL%20REPORT.pdf>

On April 12, 2016, University of Cincinnati administration launched a national search for a new Chief of Police and Assistant Chief of Police. An 11-member search committee reviewed nearly 70 applications, conducted 10 video conference interviews, and narrowed down the candidate pool to 5 finalists. A series of on-campus open forums were held to provide members of the UC and Cincinnati communities an opportunity to meet the candidates and ask questions. Feedback from the community was also solicited throughout the search and interview process. This process resulted in the hiring of Anthony G. Carter for Chief of Police and Maris Herold as the Assistant Chief of Police on June 9, 2016.

The University is committed to implementing the recommendations contained in the Final Report and ensuring that regular progress is made and reported to stakeholders, which is the subject of this RFP. Additional information regarding the officer-involved shooting incident, the University's response, and any reform-related efforts can be found at: <http://www.uc.edu/safety-reform>. Additional information regarding the UCPD, including annual crime reports, victimization surveys, crime prevention initiatives, and community engagement can be found at: <https://www.uc.edu/publicsafety.html>

1. Proposal Content & Requirements

The Monitor will assist the University in assessing and evaluating the UCPD's implementation of the Exiger Final Report recommendations. Generally, the Monitor will provide objective and thorough assessments of whether the Final Report has been implemented and continues to be met. The Monitor will also work with the Office of Safety and Reform (along with the UCPD) to identify which recommendations have been implemented, which will be implemented, and which recommendations may not need to be implemented. The Monitor will collaborate with the Office of Safety and Reform to determine the associated timeline for each recommendation to be implemented from the Final Report. **The anticipated length of Monitorship is three years from the beginning of the contract date, with an option for continued service (if deemed necessary by the University of Cincinnati). Renewals would be for one-year periods and would be limited to four renewals.**

Please provide information on how you would satisfy the requirements contained in Section 1, where useful please provide samples of proposed reports, examples of similar work you have provided for others, etc.

1.A. Substantive Areas for Implementation Plan

The Monitor will be required to develop and implement a plan for evaluating and auditing the recommendations of the Exiger Final Report that have been implemented and result in constitutional policing. The UCPD is in the process of establishing a formal plan to implement the Final Report recommendations. The Monitor will collaborate with the Office of Safety and Reform and the UCPD to review areas from the Final Report that have been allocated to specific team leads to develop the implementation plan. The UC Office of Safety and Reform has also established bi-weekly Final Report compliance meeting among team members involved in the implementation process. The substantive recommendation areas for the Final Report compliance are as follows:

a) Constitutional Policing

This section combines recommendations from the Final Report related to reviews of pedestrian stops, traffic stops and use of force. Within this section are 12 findings with 33 individual recommendations provided by Exiger. These details can be found on pages 23-35 in the Final Report. These recommendations will help ensure the UCPD is using best policies and practices as it relates to pedestrian stops, traffic stops, and use of force. Focusing on constitutional and unbiased policing will help the UCPD to re-build trust with the community.

b) Policies and Procedures

This section combines recommendations from the Final Report under the review areas of Policies and Procedures, as well as the Review of Encounters with Individuals with Mental Health Concerns. Within this section are 19 findings with 35 individual recommendations provided by Exiger. These details can be found on pages 36-40 and 83-86 in the Final Report. These recommendations will help ensure the UCPD has an operating framework which is consistent with best practices in the field of urban, university policing while meeting the specific needs of the UCPD. Further, all information and data gathered regarding the policies, procedures, and practices of the UCPD will be made available to the public, unless specifically prohibited by law.

c) Officer Recruitment, Hiring, Promotion and Retention

This section includes recommendations from the Final Report review area of Officer Recruitment, Hiring, Promotion and Retention. Within this section are 13 findings with 35 individual recommendations provided by Exiger. These details can be found on pages 41-54 in the Final Report. These recommendations will help ensure the UCPD has recruitment, hiring, and promotion practices in place which will help the UCPD to reflect the demographics of the communities it serves, become a diverse and inclusive agency and simultaneously meet the demands of policing in an urban university setting.

d) Training

This section contains recommendations from the Final Report under the review of Training at UCPD. Within this section are 22 findings with 52 individual recommendations provided by Exiger. These details can be found on pages 54-68 in the Final Report. Training of officers is vital to bring about organizational change in an agency. These recommendations will help ensure the UCPD implements training for its officers that is reflective of the needs of the agency, and will ensure that UCPD officers get the proper support they need to become leaders in urban university policing.

e) Accountability

This section contains recommendations from the Final Report under the review of Accountability Mechanisms at UCPD. Recommendations have been further divided into the categories of external accountability and internal accountability by the UCPD. Within this section are 11 findings with 16 individual recommendations provided by Exiger. These details can be found on pages 68-75 in the Final Report. These recommendations will help ensure the UCPD implements accountability mechanisms which adequately supervise officers at all levels, and ensure UCPD officers act in accordance to community expectations. UCPD must have clear mechanisms in place to ensure that officers adhere to professional standards, and further that deviations from these standards are appropriately investigated, and disciplinary actions are taken when necessary.

f) Community Engagement

This section contains recommendations from the Final Report under the review of Specific Tactics Including Community Engagement, Problem-Oriented Policing, and Crime Prevention. Within this section are 4 findings with 13 individual recommendations provided by Exiger that are specifically related to community engagement. These details can be found on pages 75-81 in the Final Report. These recommendations will help ensure the UCPD is effectively engaging and collaborating with the communities it serves, in order to enhance trust with the UC and surrounding communities.

g) Problem Oriented Policing and Crime Prevention

This section contains recommendations from the Final Report under the review of Specific Tactics Including Community Engagement, Problem-Oriented Policing, and Crime Prevention. Within this section are 2 findings with 12 individual recommendations provided by Exiger that are specifically related to problem oriented policing and crime prevention. These details can be found on pages 75-83 in the Final Report. These recommendations will help ensure the UCPD performs police practices which are effective, equitable and efficient according to the needs of the communities it serves. Problem Solving will be used as the guiding principle for all strategies, including for reducing crime and disorder as well as handling internal operations.

h) Equipment

This section contains recommendations from the Final Report under the review of Equipment of the UCPD. Within this section are 8 findings with 13 individual recommendations provided by Exiger. These details can be found on pages 87-92 in the Final Report. These recommendations will help ensure the UCPD is properly equipped to safely and effectively carry out the agency's mission while simultaneously rebuilding community trust.

i) Technology

This section contains recommendation from the Final Report under the review of Technology of the UCPD. Within this section are 10 findings with 18 individual recommendations provided by Exiger. These details can be found on pages 93-98 in the Final Report. These recommendations will help ensure the UCPD utilizes technology which improves efficient and productive policing and promotes legitimacy of the agency.

j) Data Collection and Automation

This section contains recommendations from the Final Report under the review of Data Collection Systems, Data Usage, Automation, and Records Management. Within this section are 13 findings with 23 individual recommendations provided by Exiger. These details can be found on pages 99-108 in the Final Report. These recommendations will ensure the UCPD becomes a data-driven agency that uses and monitors its effective and equitable policing practices. Ongoing analysis of agency activity is necessary to ensure constitutional policing by UCPD officers, and that the agency is using its resources in the most efficient manner.

1.B. Monitoring Plan

Within 90 days of the operational date of the contract between University of Cincinnati and the Monitor, the Monitor will develop a monitoring plan, including proposed deadlines for conducting the above assessments, compliance reviews and audits. This plan should cover the three years of Monitorship. This plan is expected to:

- a) Determine which Final Report recommendations the UCPD agrees to implement, as well as determine if there are other additional reforms that the UCPD is undertaking that are not identified in the Final Report, but should be monitored. These decisions will be made in collaboration with the UC Office of Safety and Reform.
- b) Clearly delineate the recommendations of the Final Report to be assessed for compliance, indicating which requirements will be assessed together.
- c) Establish a timeline for completing a compliance review or audit of each recommendation of the Final Report within the first two years of the operational date, and a compliance review or audit at least annually thereafter. Where the Monitor and UC Office of Safety and Reform agree, the Monitor may refrain from conducting a compliance review of a requirement previously found to be in compliance by the Monitor.
- d) Set a method of communication with the UC Board of Trustees, UC Office of Safety and Reform's Community Advisory Council (CAC), and other public groups as requested by the University of Cincinnati; the Monitoring plan will also include a method for receiving public input.
- e) Detail the methodology for assessing progress of implementation of the recommendations from the Final Report. This should include methods for obtaining information, methods for analyzing information, methods of reporting information, and frequency of proposed activities.
- f) Clearly establish personnel responsible for various activities described in the Scope of Work and the number of hours anticipated to be devoted to specific aspects of the monitor plan, including the specific number of hours that would be spent on site at the University of Cincinnati.

The Monitor will submit this plan to the University of Cincinnati Office of Safety and Reform for review and approval. If any changes are proposed, the Monitor will accept or object to those changes within 15 days of receipt. After the plan is approved by both the Vice President for Safety and Reform and the Monitor, it will become publically available for dissemination.

1.C. Monitor Recommendations and Technical Assistance

The Monitor may make recommendations to the Office of Safety and Reform regarding any relevant issues, including measures the Monitor believes are necessary to ensure full, effective and timely implementation of recommendations. The Monitor may also suggest additional recommendations for consideration. In addition to such recommendations, the Monitor may also, at the request of the Office of Safety and Reform, provide technical assistance consistent with the Monitor's responsibilities. The Monitor will need to have a team that has the necessary substantive experience and knowledge to provide technical assistance if needed for the UCPD. The decision to accept technical assistance from the Monitor will be at the discretion of the Office of Safety and Reform at the University of Cincinnati.

1.D. Monitor Reports

The Monitor will be expected to provide three forms of reports during their Monitorship: 1) Quarterly Status Updates; 2) Semi-Annual Progress Reports; and 3) Semi-Annual Community Forum Updates. The Monitor will provide a copy of each update/report to the Office of Safety and Reform in draft form within 15 business days after the end of each reporting period. The Office of Safety and Reform will have 15 business days upon receipt of the report to informally comment on the draft report, in order to address inaccuracies or inconsistencies. The Monitor will consider the comments, and if appropriate, make changes prior to issuing the report.

Quarterly Status Updates

The Monitor will provide the University of Cincinnati with Quarterly Status Updates, *in person*, each quarter after the contract start date. On-site updates will be provided to: 1) UC Board of Trustees; 2) Office of Safety and Reform's Community Advisory Council; and 3) UC President's Executive Committee. These updates covering the reporting period will include:

- a) A description of the work conducted by the UCPD during the reporting period.
- b) A listing of each recommendation, indicating which recommendations have been incorporated into policy; subject of sufficient training for UCPD officers; and reviewed or audited by the Monitor to determine whether they have been fully implemented in actual practice, including the date of when they were or will be implemented.
- c) The methodology and specific findings for each audit or review conducted.
- d) For any recommendations not yet implemented, the Monitor's recommendations towards necessary steps to achieve compliance.
- e)

Semi-Annual Progress Reports

The Monitor will file and provide the Office of Safety and Reform with Semi-Annual written Progress Reports after the contract start date. The written reports will be made available to the public for dissemination. Progress Reports will include:

- a) A description of the work conducted by the UCPD during the reporting period.
- b) A listing of each recommendation, indicating which recommendations have been incorporated into policy; subject of sufficient training for UCPD officers; and reviewed or audited by the Monitor to determine whether they have been fully implemented in actual practice, including the date of when they were or will be implemented.
- c) The methodology and specific findings for each audit or review conducted.
- d) For any recommendations not yet implemented, the Monitor's recommendations towards necessary steps to achieve compliance.
- e) An in-depth analysis of how the UCPD is progressing towards Final Report recommendation implementation.

Semi-Annual Community Forum Updates

The Monitor will provide the University of Cincinnati with on-site semi-annual Community Forum Updates. The Monitor will work with the Office of Safety and Reform to set up the community forum events. These events will be open to the public, where the Monitor can directly address the questions and concerns of the community after providing the public with an update on UCPD's progress towards implementation of the Final Report Recommendations. These reports will include:

- a) A description of the work conducted by the UCPD during the reporting period.
- b) A listing of each recommendation, indicating which recommendations have been incorporated into policy; subject of sufficient training for UCPD officers; and reviewed or audited by the Monitor to determine whether they have been fully implemented in actual practice, including the date of when they were or will be implemented.
- c) For any recommendations not yet implemented, the Monitor's recommendations towards necessary steps to achieve compliance.

1.E. Communication between the Monitor and Office of Safety and Reform

The Monitor will maintain regular communication with the Office of Safety Reform (including UCPD leadership which report up to the Vice President for Safety and Reform) to ensure timely and effective communication regarding UCPD compliance with the Final Report recommendations. The process for communication will be made by the Monitor, in collaboration with representatives from the Office of Safety and Reform and UCPD. As part of this routine communication, the Monitor will provide clear feedback to the UCPD, including specific guidelines to direct all steps necessary for compliance.

1.F. Notable Deliverables

A. Quarterly status updates

Presentations summarizing the progress of implementation and anticipated timelines for the Final Report recommendations will be provided by the Monitor *in person* to the UC Board of Trustees, Office of Safety and Reform's Community Advisory Council and the UC President's Executive Committee. Each of these groups will be separately addressed by the Monitor each quarter at the University of Cincinnati.

B. Semi-annual community forums

Presentations summarizing the progress of the UCPD towards implementing the Final Report Recommendations will be provided by the Monitor *in person* during a semi-annual, public forum.

C. Semi-annual written progress reports

Written reports detailing the UCPD's progress towards implementing the Final Report recommendations will be due from the Monitor on a semi-annual basis. These reports will be made available to the public and posted on the UC Office of Safety and Reform website.

2. Team Experience

2.A. Description of previous work

Provide team's experience and expertise concerning relevant law enforcement Monitorship, including a description of no more than four projects in similar scope and size prepared by members of the team.

2.B. Diversity

UC values expert teams that include members who are diverse in race, ethnicity, gender, and experience. Describe how your organization will assist UC in realizing this value.

2.C. References

Provide a list of 3 customers who were provided services by your organization within the past five years. Focus should be on law enforcement agencies with similar request for services. Include client, reference, email and telephone numbers, budget, schedule and brief summaries for each project. Be sure your information is current.

3. Individual Staff Qualifications

3.A. Describe specific expertise

Provide expertise of individual team members. Expertise should include substantive areas related to campus policing, urban policing, community engagement and data analysis.

3.B. Key leadership and roles

Provide a vitae for each leadership and other key personnel to be assigned to this project. Include qualifications of other specific staff who will work directly on this project. Identify each key person's specific role on the project, and the amount of time dedicated to these efforts.

4. Strength of Proposed Methodology

4.A. Description of Methodology

Describe *the process and specific methods* by which the team will conduct its review and monitorship of the UCPD. This should include methods for obtaining information, methods for analyzing information, methods of reporting information, and frequency of proposed activities.

4.B. Commitment to evidence-based approaches

Demonstrate your firm's commitment to using evidence-based approaches to conduct the work proposed.

4.C. Commitment to mixed-methods

Mixed methodologies are especially valued, where teams propose using both qualitative and quantitative approaches to review the UCPD. Use of data, strategic reviews, and interviews with police and key stakeholders are encouraged. Describe your firm's plans in this regard for this project.

4.D. Timeline

Provide a specific timeline with deliverables and anticipated progress delineated by date.

5. Cost

5.A. Budget description and rationale

Include detailed description and descriptive rationale of proposed budget.

5.B. Specific line itemization

General budget areas to be included in the detailed (line-item) description include: 1) personnel; 2) third party consultants; 3) fringe benefits; 4) equipment; 5) materials and supplies; 6) travel; and 7) facilities and administrative (indirect costs).

The above categories are an example of the needs for this project. **Bidders are to include a total cost for the entire three year project**, however, all categories associated with the project are to be itemized to arrive at the total.

5.C. Separate costs for technical assistance

Provide a menu of separate cost estimates for technical assistance to be provided (if requested by UC). These costs should include daily rates for experts to provide technical assistance, travel costs estimated on a per trip basis, and any other associated costs. This cost estimate should not be included in the final costs for this proposal, but will be considered as supplemental information if technical assistance is deemed necessary.

6. Method of Evaluation

A selection committee chaired by the Vice President for Safety & Reform, and comprised of representatives from the University of Cincinnati and the Community Advisory Council (CAC) will evaluate the submitted proposals. Representatives on this committee include UC administrators, faculty, staff, students, and community members. Evaluators will consider how well respondents' qualifications, proposed methodologies, and costs meet the needs of the University as described within this RFP.

Finalists may be required to participate in an on-site interview with the selection committee. Interviews will include an opportunity for a brief presentation, overview of the proposal, and Q & A period.

RFP responses will be evaluated on the following criteria (not necessarily in order of preference):

- 1) Strength, comprehensiveness, and feasibility of the proposed work (Items 1.A – 1.F above).
- 2) Team experience and expertise (Item 2 above)
- 3) Individual Staff Qualifications (Item 3 above)
- 4) Strength of Proposed Methodology (Item 4 above)
- 5) Cost (Item 5 above)

7. Tentative Schedule

Note: The University of Cincinnati reserves the right to adjust this schedule as necessary. RFP respondents may be requested to attend an on-site interview during the second week of October 2016.

RFP Issuance.....	September 14, 2016
RFP Questions (if any) due.....	September 23, 2016
Proposal Responses due.....	October 3, 2016
Finalist Selection.....	October 7, 2016
Finalist Interviews.....	Week of October 10, 2016
Monitor Selection.....	October 17, 2016
Monitorship Begins.....	November 1, 2016
Monitorship Concludes	October 31, 2019

8. Proposal Submission

- 8.1 Bidders should propose services that meet or exceed the specifications of this RFP. All bidders who provide a bid proposal in response to this RFP are responsible for all costs associated with preparing that proposal, answering all questions, providing UC with requested information, and making a bidder presentation to UC (if such a presentation is requested). Unless bidder clearly indicates otherwise in their proposal, bid submittals shall remain valid for one hundred and eighty (180) days from the closing date.
- 8.2 Bidder(s) should sign the cover page (original signature) and properly execute, in its entirety, this original RFP document.
- 8.3 **IMPORTANT!** Vendor's proposals should cross-reference and provide narrative responses to each numbered item in Sections 1-5 "Proposal Content". Proposals should be organized and numbered in the order presented in Section 1-5. Bidders should repeat each question or request as it is numbered and worded. Bidders should provide generous narratives on each section item so that we may assess your firm's capability to perform. Proposals not organized or completed in the prescribed manner may be eliminated from consideration. Likewise, bids that are vague or difficult to interpret due to incompleteness may be considered non-responsive and ineligible for award consideration.
- 8.4 Bidders **final bid packages** should consist of:
 - 8.4.1 One original submittal delivered via email as instructed on page four, clearly marked and labeled with the price inquiry name and quotation number in the subject line, that includes all documents as described in above 8.1 – 8.3.

8.6 **Submission and Packaging Checklist**

8.6.1 Respondents may use this checklist to double-check compliance with preceding instructions. This list is not intended to be comprehensive and bidder (s) are responsible for following ALL instructions in this RFP regarding the completion and submittal of their proposals.

8.6.1.1 Sign the cover page (original signature) and properly execute, in its entirety, this original RFP document.

8.6.1.2 Cross-reference and provide point-by-point narrative responses to each numbered item in Sections 1-5 “Proposal Content”.

8.6.1.3 If your RFP packet contained a vendor registration application form, then be sure to complete it and include it with your original submittal.

8.6.1.4 Clearly label your submittal with the price inquiry name and quotation number in the subject line.

8.6.1.5 The deadline for proposal is 5 PM October 3, 2016 (Cincinnati Time).

8.6.1.5 Provide your response to Cheryl Smith at cheryl.smith@uc.edu