

REQUEST FOR COMPLIANCE EVALUATOR QUALIFICATIONS

Settlement Agreement Entered April 29, 2022

Regarding the Springfield, Massachusetts Police Department

1. The United States, the City of Springfield, Massachusetts, and the Springfield Police Department (collectively, “the Parties”) are seeking statements of qualifications from those interested in serving as a Compliance Evaluator to the City of Springfield, Massachusetts (“City”) and the Springfield Police Department (“SPD”). The Compliance Evaluator will assess and report on implementation of the Settlement Agreement executed between the Parties and approved by the United States District Court for the District of Massachusetts (“the Court”).

2. The Parties worked collaboratively to negotiate a Settlement Agreement designed to ensure that Springfield police services are delivered by the Firearms Investigation Unit (formerly the Narcotics Bureau) in a constitutional and effective manner. The Settlement Agreement specifies reforms to SPD’s force policies and reporting, supervision, accountability systems, and training. The Settlement Agreement also establishes mechanisms for increasing transparency and community trust. In overseeing the implementation of the Settlement Agreement, the Compliance Evaluator will report to a federal court judge. The Compliance Evaluator will consist of an individual or team of individuals with relevant expertise, as specified in Section III of this RFQ.

I. BACKGROUND

3. On April 13, 2022, the United States concurrently filed a Complaint and joint motion by the parties in the United States District Court for the District of Massachusetts. The joint motion asked the Court to enter the Settlement Agreement, which was attached to the

motion, to address the Complaint's allegations. The Court entered the Settlement Agreement as a court enforceable order on April 29, 2022. Details related to this Request for Qualifications can be found in the Settlement Agreement, which can be found at:

<https://www.justice.gov/crt/case-document/file/1495446/download>.

4. The Compliance Evaluator will serve as an agent of the United States District Court for the District of Massachusetts. Once selected and appointed by the Court, the Compliance Evaluator will assess implementation of the Settlement Agreement, engage in community outreach, and issue public reports on SPD and the City's compliance with the Settlement Agreement.

5. This Request for Qualifications ("RFQ") is not part of, and shall not be governed by, any formal municipal, state, or federal procurement process. The Parties may solicit information regarding Compliance Evaluator candidates through means other than this RFQ. Candidates are responsible for all costs associated with responding to this RFQ, including costs related to any travel required during the selection process.

6. The RFQ provides a summary of the requirements and expectations for the Compliance Evaluator under the Settlement Agreement. It is not intended to be an exhaustive explication of the Settlement Agreement, and the Settlement Agreement shall control any discrepancies between the RFQ and the Settlement Agreement with respect to the role of the Compliance Evaluator.

7. Background information and requirements for responding to the RFQ are set forth below. Section II describes the scope of the work the Compliance Evaluator will be required to perform and supervise pursuant to the Settlement Agreement. Section III describes required qualifications for the Compliance Evaluator and its constituent team members, if any. Section

IV describes the Compliance Evaluator's responsibility to propose and maintain a budget pursuant to limitations set by the Settlement Agreement. Section V sets forth specific requirements for all responses to the RFQ. Candidates are instructed to follow closely the instructions laid out in Section V. Section VI informs prospective candidates that all responses to the RFQ will be disclosed publicly. Section VII describes the selection process under the RFQ and the Settlement Agreement.

II. SCOPE OF THE WORK

8. The Compliance Evaluator will assist the Court and the Parties in evaluating SPD's and the City's implementation of the Settlement Agreement. The Settlement Agreement terminates when the City achieves Substantial and Effective Compliance with the provisions of the Agreement and maintains that Substantial and Effective Compliance for two consecutive years. It is anticipated that SPD will have achieved Substantial and Effective Compliance and maintained that Substantial and Effective Compliance for two consecutive years within four years of the effective date of the Settlement Agreement.

9. The Compliance Evaluator will provide thorough, objective assessments of whether SPD and the City have obtained Substantial and Effective Compliance with the provisions of the Settlement Agreement.

10. The Compliance Evaluator will assist in achieving compliance with the Settlement Agreement by issuing recommendations, preparing public reports on the Settlement Agreement's implementation, and soliciting information from and providing information to members of the public.

11. The Compliance Evaluator will work closely with SPD and its staff, in a cost-effective and collaborative manner, to ensure both Substantial and Effective Compliance under

the Settlement Agreement and positive, constructive, and long-lasting change for the Firearms Investigation Unit, SPD, and the community at large.

12. As set forth in Paragraphs 193-206 of the Settlement Agreement, to realize these objectives, the Compliance Evaluator must assume certain concrete responsibilities. Responses to the RFQ must address, in detail, how candidates will meet these responsibilities.

13. The Compliance Evaluator must develop and implement annual Compliance Plans for implementing the Settlement Agreement. The Compliance Evaluator must develop the Compliance Plan within 90 days of assuming their duties.

14. At minimum, the Compliance Plans shall include the following:

- a. An overview for how SPD will reach Substantial and Effective Compliance with all material requirements of the Settlement Agreement within four years, including a schedule with specific deadlines for the first two years of the Settlement Agreement and a general schedule for successive years;
- b. Clearly delineate the requirements of the Settlement Agreement to be assessed for compliance, indicating which requirements will be assessed together, and a schedule for conducting a review of each requirement of the Settlement Agreement at least annually; and
- c. Set out a schedule for conducting outcome measure assessments after the first two years of implementation and annually thereafter.

15. The Compliance Evaluator shall conduct compliance reviews to determine whether the City and SPD have complied with the requirements of the Settlement Agreement. The Compliance Evaluator shall also conduct qualitative and quantitative outcome assessments

to measure whether implementation of the Settlement Agreement has resulted in constitutional policing with respect to uses of force within the Firearms Investigation Unit.

16. The Compliance Evaluator may make recommendations to the Parties regarding actions necessary to ensure timely Substantial and Effective Compliance with the Settlement Agreement. Such recommendations may include a recommendation to modify a provision of the Settlement Agreement, a recommendation for additional training in any area related to the Settlement Agreement, or a recommendation to seek technical assistance.

17. The Compliance Evaluator may also provide limited technical assistance consistent with the Compliance Evaluator's responsibilities under the Settlement Agreement.

18. The Compliance Evaluator shall file with the Court, every six months, written, public reports that include the following:

- a. A description of the work conducted by the Compliance Evaluator during the reporting period;
- b. SPD's and the City's progress in implementing Settlement Agreement requirements;
- c. The methodology and specific findings for each compliance review and any outcome assessments conducted during that period; and
- d. A projection of the work, including projected costs, to be completed during the upcoming reporting period and any anticipated challenges or concerns related to compliance with the Settlement Agreement.

19. The Compliance Evaluator shall maintain regular contact with the Parties in order to ensure effective and timely communication regarding the status of SPD's compliance with the Settlement Agreement.

20. The Compliance Evaluator shall hold quarterly public meetings with community stakeholders about the Settlement Agreement's scope and implementation process, and to explain the Compliance Evaluator's reports, as well as to hear community perspectives of interactions with the Firearms Investigation Unit.

21. The Compliance Evaluator shall make public statements only to the extent permitted by the terms of the Settlement Agreement, and shall testify in proceedings only as provided in the Settlement Agreement.

22. The Compliance Evaluator shall maintain the highest ethical standards.

23. The Compliance Evaluator shall minimize costs to the City by using pro bono time, reduced rates, and exploring the use of partnerships with academic institutions and non-profit organizations.

24. The Compliance Evaluator shall be committed to monitoring the City's and SPD's progress with the Settlement Agreement, and shall not serve as the lead monitor on another monitoring team for the duration of the Settlement Agreement.

25. The Compliance Evaluator shall understand and prioritize the interests and perspectives of impacted communities, law enforcement, and other stakeholders.

26. The Compliance Evaluator shall highlight successes within SPD as well as matters that must be improved upon.

III. QUALIFICATIONS

27. Responses to the RFQ shall specify, in detail, the qualifications for Compliance Evaluator candidates, and proposed team members if applicable.

28. These qualifications include, but are not limited to, those consistent with Paragraph 185 of the Settlement Agreement and demonstrated expertise in the following areas:

- a. Monitoring, auditing, evaluating, or otherwise reviewing performance of organizations such as law enforcement agencies, including experience monitoring Consent Decrees, Settlement Agreements, or court orders;
- b. Law enforcement practices, including community policing and engagement; use of force and force investigations; adjudication of complaints of officer misconduct; civilian oversight; policy development; and officer and staff training;
- c. Assessing legal sufficiency and compliance with constitutional and other legal requirements;
- d. Familiarity and understanding of local issues and conditions, including local experience and expertise with Springfield's diverse communities, and issues and challenges facing those communities;
- e. Criminology and statistical analysis, including internal and external benchmarking techniques, regression analysis, and other relevant statistical methods;
- f. Familiarity with federal, state, and local laws relating to constitutional law, civil rights, and policing;
- g. Evaluating organizational change and institutional reform, including by applying qualitative and quantitative analyses to assess progress, performance, and outcomes;
- h. Working with government agencies, including municipalities, elected officials, civilian oversight bodies, collective bargaining units, and other stakeholders interested in policing issues;

- i. Communicating and engaging effectively with diverse community stakeholders through modern communication tools to promote civic participation, strategic partnerships, and community policing;
- j. Conducting public meetings with city and community stakeholders;
- k. Use of technology and information systems, including data collection and management, and analytical tools, to support and enhance law enforcement practices;
- l. Appearing in court as a judge, monitor, counsel, or expert witness, or providing other types of testimony;
- m. Drafting well-organized, well-written plans, reports, and assessments that are technical but accessible and understandable to public stakeholders and other diverse audiences;
- n. Providing formal and informal feedback, technical assistance, and guidance to law enforcement agencies;
- o. Reviewing policies, procedures, manuals, and other administrative orders or directives, and training programs related to law enforcement practices;
- p. Municipal budgets and budgeting processes;
- q. Project management skills, including completing projects within anticipated deadlines and budgets;
- r. Exercising good professional judgment and high ethical standards; and
- s. Any other qualifications the Compliance Evaluator candidates believe are pertinent to fulfilling the duties of Compliance Evaluator under the Settlement Agreement.

29. Compliance Evaluator candidates shall demonstrate an ability to work collaboratively with the City, SPD, and the United States to enable SPD to reach compliance with the Settlement Agreement, and the ability to do so in a cost-effective manner.

IV. BUDGET

30. The Compliance Evaluator shall be responsible for proposing and maintaining a budget for the work to be performed under the Settlement Agreement. *See* RFQ Section V, paragraph 39.

31. The United States and the City recognize the importance of ensuring that the fees and costs borne by the City are reasonable, and accordingly fees and costs will be one factor to be considered in selecting the Compliance Evaluator.

V. REQUIREMENTS FOR RESPONSES TO THE RFQ

32. All responses to the RFQ should be organized by numbered paragraph, corresponding to the numbered paragraphs listed in the RFQ and should make clear what Settlement Agreement paragraph that they are referring to.

33. Applications to serve as the Compliance Evaluator or the Compliance Evaluator team should include, at minimum, the following information:

34. **Executive Summary:** A brief description of the candidate and the candidate's team if any; relevant experience of the candidate and any team members; any distinguishing skills or experiences; and a summary of the proposed budget.

35. **Scope of Work:** Responses to the RFQ shall include references to the requirements outlined in Paragraphs 8-29 above, and detailed descriptions of how candidates will meet those requirements.

36. **Personnel and Current Time Commitments:**

- a. The names of the candidate and any individuals or subcontractor consultants who would-comprise the team;
- b. A summary of the relevant background of the candidate and each team member, if any;
- c. For teams, the internal organization of the team, including the areas of responsibility for each member;
- d. A description of all other employment, projects, or other professional undertakings for the candidate and each team member, if any, both current and for the next twelve months, noting the candidate's and any team member's time commitments for each.

37. **Qualifications:** Compliance Evaluator applications should specify the candidate's and any team member's qualifications per Paragraphs 27-29, including background information; experience in each of the areas of expertise identified in Paragraphs 28-29, as applicable, with reference to corresponding subparagraphs; and any other relevant experience.

38. **Prior Experience and References:** Compliance Evaluator applications should list current and past experience (within the last 10 years) for each team member that is relevant to the Compliance Evaluator duties specified by the RFQ, with reference to the numbered paragraph that corresponds to the relevant current or recent experience. This information should include references for each project listed, and, if available, examples of non-confidential work product that is similar to the materials required for this project.

39. **Budget:** Compliance Evaluator candidates must provide, for at least three years and preferably four, proposed annual budgets for the project based on the above Scope of Work and the requirements of the Settlement Agreement. Responses to the RFQ shall include annual

breakdowns of forecasted costs for fulfilling the Compliance Evaluator's responsibilities as described in Section II, and for achieving Substantial and Effective Compliance under the Settlement Agreement. Forecasted costs and proposed annual budgets will be broken down in detail to the extent practicable, and shall include anticipated costs for travel, office space, administrative support, and the hourly fee (or flat fee) for each individual. A flat fee arrangement is preferred. Candidates will be mindful that, if selected as Compliance Evaluator, their proposed budgets are expected to form the basis of their actual budgets, and any departures without reasonable cause will be disfavored.

40. **Collaboration and Cost Effectiveness:** Candidates should also respond directly to Paragraph 28 of the RFQ, and provide concrete examples as to how they plan to work collaboratively with the parties to achieve Substantial and Effective Compliance under the Settlement Agreement, and how they plan to do so in a cost-effective manner.

41. **Potential Conflicts of Interest:** Compliance Evaluator candidates should disclose any potential or perceived conflicts of interest involving themselves, any team members, associated firms or organizations, employee(s) assigned to the project, or proposed subcontractor(s). Such conflicts may include, but are not limited to:

- a. Current or former employment contracts or grants with the City of Springfield, SPD, the State of Massachusetts, or the United States;
- b. Any involvement in the last ten years with a claim or lawsuit by or against the City of Springfield or SPD, the State of Massachusetts, the United States, or any of their officers, agents, or employees;
- c. Any close, familial, or business relationship with any of the mentioned entities; and

d. Any Compliance Evaluator team member who has been the proponent or subject of any complaint, claim, or lawsuit alleging misconduct.

42. To the extent a conflict or potential bias exists, the application must explain why it does not bar the individual's or the team's selection, including any legal or ethical opinions or waivers upon which the candidate relies.

43. For the duration of the Compliance Evaluator's appointment, neither the Compliance Evaluator nor any member of the Compliance Evaluator team shall be permitted to enter into any contract with the City, SPD, or the United States unless the Compliance Evaluator first discloses the potential contract to the Parties and the Parties agree in writing to waive any conflict. If a member of the Compliance Evaluator team resigns, the member may not enter into any contract with the City, SPD, or the United States on a matter related to the Settlement Agreement without the written consent of the Parties while the Settlement Agreement remains in effect.

44. Members of the Compliance Evaluator team will not be permitted to represent or work for any individual or organization in any criminal, civil, or administrative matter adverse to the City, SPD, or the United States Department of Justice, Civil Rights Division, including any individual or organization designated as a witness, consultant, victim, defendant, subject, target, or person of interest, for the duration of the Compliance Evaluator's appointment.

45. All candidates who respond to the RFQ, including team members, will be deemed to have read and understood the RFQ, and are willing to be bound thereby.

46. All candidates who respond to the RFQ, including team members, will also be deemed to have read and understood the Settlement Agreement, and are willing to be bound thereby.

VI. PUBLIC DISCLOSURE

47. The Parties have agreed to make public the applications submitted in response to this request. Candidates are advised not to include in their responses any trade secrets, proprietary information, or other information they do not want made public.

VII. SELECTION PROCESS

48. Applications must be submitted to both the United States and the City by June 10, 2022. Candidates should submit materials in electronic form to the individuals listed below.

Please state “SPD Compliance Evaluator Application” in the email subject line.

For the United States Department of Justice:

Nicole Porter
Trial Attorney
Civil Rights Division
U.S. Department of Justice
nicole.porter@usdoj.gov

Michelle Leung
Assistant United States Attorney
United States Attorney’s Office for the District of Massachusetts
michelle.leung@usdoj.gov

For the City of Springfield:

Kathleen T. Breck
Deputy City Solicitor
City of Springfield Law Department
kbreck@springfieldcityhall.com

49. All candidates will be evaluated based on a combination of several factors, including but not limited to team composition, qualification and experience, proposed methodology, proposed annual budgets, potential conflicts or bias, and time commitments. Candidates will also be evaluated on the extent to which their responses to the RFQ satisfactorily explain, in detail, how they plan to work collaboratively with SPD, the City, the United States,

and community stakeholders to achieve Substantial and Effective Compliance under the Settlement Agreement, and how they plan to do so in a cost-effective manner.

50. Following the submission deadline, there will be a public comment period in which members of the public can review submissions and make recommendations to the Parties. After the public comment period, the Parties will evaluate the candidates/teams, considering the recommendations made by members of the public, and agree on a subset of the candidates/teams to interview. In selecting whom to interview, the Parties may request additional information from the candidates/teams. Interviews will be in person and conducted in Springfield, with the option of virtual interviews at the Parties' discretion.

51. The Parties will then agree upon the candidates/teams that are finalists for the Compliance Evaluator role. If the Parties cannot agree on finalists, the City and SPD, and the United States may each name up to two candidates/teams (two for the City and SPD, and two for the United States), to the finalist list. In selecting the finalists, the Parties may request additional information from the candidates/teams. After a list of finalists is established, the Parties may conduct a second interview of the candidates/teams, in-person at the Parties' discretion. The Parties will provide an opportunity for candidates/teams to respond to questions and concerns from the Springfield community. As part of this process, the Parties will provide for a public meeting in the City at which candidates/teams may respond to written questions submitted by members of the public and by the Parties. After the finalists have been interviewed and responded to questions submitted by the public, the Parties will agree on a Compliance Evaluator/team to propose to the Court in a joint motion. If the Parties cannot agree on a Compliance Evaluator/team, the City and SPD, and the United States may each submit one proposed candidate or team to the Court, which will select the Compliance Evaluator/team.

52. The Compliance Evaluator/team is an agent of the Court upon such time as the Court enters an Order appointing the Compliance Evaluator/team.

53. The Compliance Evaluator shall be appointed for an initial term of three years from the Effective Date of the Settlement Agreement, subject to an evaluation by the Court to determine whether to renew the Compliance Evaluator's appointment until the termination of the Settlement Agreement.

54. The Compliance Evaluator will be evaluated on its performance under the Settlement Agreement, including whether the Compliance Evaluator is adequately engaging the community, completing its work in a cost-effective manner and on budget, and is working effectively and collaboratively with SPD to facilitate its efforts to comply with the terms of the Settlement Agreement.

55. The Compliance Evaluator may be removed for good cause by the Court at any time, on motion by any of the Parties or the Court's own determination.

* * *

The Settlement Agreement is available at: <https://www.justice.gov/crt/case-document/file/1495446/download>

The United States' Findings Report is available at: <https://www.justice.gov/opa/press-release/file/1292901/download>

The United States' Complaint against the City and SPD is available at: <https://www.justice.gov/crt/case-document/file/1495501/download>