

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.

To obtain a Contract Compliance number register at the City of Columbus Vendor Services website: <http://vendors.columbus.gov/sites/public>

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

City of Columbus Home Page: www.columbus.gov

INFORMATION FOR OFFERORS (RFP)

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (RFP)", shall take precedence over any provisions in "Information for Offerors (RFP)" to the extent inconsistent.

PERSONAL EXAMINATION

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

SUBMISSION OF RESPONSE

Refer to the "Proposal Information" section of the Specifications for instructions for submission.

All proposals and other material submitted in response to this Request for Proposal (RFP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

ACCEPTANCE AND REJECTION

This response submitted by the offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF RESPONSE PROPOSALS

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

SIGNATURE REQUIRED

The responses must be signed in ink. If the offeror is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of

the Board of Directors showing the authority of that person to bind the corporation must be furnished.

DEFAULT PROVISION

In case of default by the offeror or the contractor, the City of Columbus may procure the articles or services from other sources and hold the offeror or contractor responsible for any excess costs occasioned or incurred thereby.

CONTRACT AND BOND

The offeror to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where offerors are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of contract award, the offeror will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The offeror shall be liable for any damages or loss to the City occasioned by negligence of the offeror (or his agent) or any person the offeror has designated in the completion of his contract as a result of his response. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

The City, being a municipality, is tax exempt and will provide appropriate certificate upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

PRICING

Offerors are to quote firm or fixed prices for the duration of any contract, which may be a result of the proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the cost, the **UNIT PRICE** quoted will govern.

DELIVERY

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

INFORMATION FOR OFFERORS (RFP) (Continued)

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

QUALITY

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this RFP document.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled RFP due date. In addition, to the extent possible, a notice will be e-mailed to each person registered as having interest in the commodities selected for this RFP. Total RFP inquiry or specific item cancellations may be issued later than that time specified above.

REPUDIATION OF AGREEMENT

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

CONTRACT MODIFICATION

An agreement which may result from this request shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as

the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this RFP are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

COSTS INCURRED FOR PROPOSAL SUBMISSIONS

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

WITHDRAWAL OF PROPOSALS

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

SAFETY REQUIREMENTS

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

(INFORMATION FOR OFFERORS continued next page)

INFORMATION FOR OFFERORS (RFP) (Continued)

NON-COLLUSION AFFIDAVIT

Each respondent is required to submit with his proposal an affidavit stating that neither he nor his agents, nor any other party for it, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or regard will be hereafter paid. This affidavit must be on the form required, titled "Non-Collusion Affidavit."

ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

TERMINATION FOR CONVENIENCE

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

TERMINATION FOR DEFAULT

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

APPLICABLE LAW, REMEDIES

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

ASSIGNMENT

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

SAVE HARMLESS

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract.

Public Records

Contractor acknowledges that the City is subject to O.R.C.149.43, the State of Ohio Public Records Law.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

(INFORMATION FOR OFFERORS continued next page)

INFORMATION FOR OFFERORS (RFP) (Continued)

IN THE EVENT OF A CONTRACT (continued)

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

WITHHOLDING OF CITY INCOME TAX

Pursuant to Section 362 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 362, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income tax assessments due under said chapters for services performed under this Contract."

WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract, such liability (bodily injury and property damage) Insurance as shall protect it from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as additional insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as additional insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability:

Each Person	\$1,000,000.00
Each Accident	1,000,000.00

Property Damage Liability:

Each Person	\$1,000,000.00
All Accidents	1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct

1.0 SCOPE AND CLASSIFICATION

The City of Columbus, Ohio (hereinafter “City”) is soliciting a consultant with an extensive background in providing Executive Search Services with a proven ability to recruit highly qualified, diverse and distinguished candidates for the position of Police Chief for the City of Columbus as specified in this Request for Proposal (RFP). The following will provide a brief overview of the City of Columbus, its structure of government, the position of Police Chief, and the Division of Police.

The City of Columbus is the 14th most populous city in the United States with an estimated population of 879,170 and a geographic size of 223 square miles. Columbus is the capital city of the State of Ohio and also the state’s largest city in population. According to the Census Bureau, Columbus was the ninth fastest growing large city in the country in terms of population increase between July 1, 2016 and July 1, 2017. The Mid-Ohio Regional Planning Commission reports that by 2050 the Columbus Metropolitan Area will surpass 3 million residents.

As a fast growing city with a strong, diversified economy, Columbus has received national recognition over the past several years. For example, the New York Times named Columbus one of its top 52 places to travel in the world in 2019. In addition, according to Business.org Columbus ranked as the fifth best in its list of Best Cities for Entrepreneurs and Startups in 2018. Many entrepreneurs choose to operate in Columbus due to its favorable business environment. The city even has its own two “unicorn” companies (private startups with over \$1 billion valuations) Root Insurance and Cover My Meds. Leading national corporations also recognize the city’s growth and in 2018 Columbus was named one of Amazon’s 20 finalists in its national search for its HQ2. As the second largest city in the Midwest after Chicago, Columbus also offers an up-and-coming culinary scene with many diverse dining options and experiences.

The Ohio State University—the largest and highest ranked public university in Ohio and a leading global research entity—calls Columbus home. Columbus has world-class hospitals and health systems including the Ohio State University Wexner Medical Center, OhioHealth, and Nationwide Children’s Hospital. Columbus offers a mix of diverse neighborhoods, many within a short walk of downtown. Neighborhoods like German Village have historic charm and the Short North Arts District boasts many art galleries, boutique shopping, and outstanding nightlife. To the east of downtown is Columbus’ historic Near East Side—which is actually a collection of the Olde Towne East, Franklin Park, and King-Lincoln District neighborhoods. Here residents and visitors can enjoy the Franklin Park Conservatory and Botanical Gardens, King Lincoln Arts Complex, and leafy residential streets. Columbus also offers a variety of arts and museum options including the Columbus Museum of Art, the annual Columbus Arts Festival, and the recently opened National Veterans Museum.

The Charter of the City of Columbus is the city’s constitution and provides for home rule authority. Deriving authority and structure from the Charter, Columbus is organized as a mayor-council form of government with a strong mayor system. The Mayor is elected separate from the council, is employed full-time, and has significant administrative and budgetary authority. In overseeing the daily operations of city government, the Mayor is the chief executive who directs the administrative structure and appoints and removes department heads.

Columbus City Council has seven seats, all elected at-large. While Columbus is a strong mayor, mayor-council form of government, City Council maintains legislative authority under the classical separation of powers – Council is responsible for enacting the laws of the city and appropriating the money necessary to operate the government through its role in deliberating and taking action on the Mayor’s budget.

The Charter authorizes the Mayor to appoint the Director of Public Safety, who likewise has the authority to appoint the Police Chief. The Police Chief as appointed, serves in the classified service for an initial term of five (5) years. However, the initial 365 days of the first period is probationary. A Police Chief so appointed may be re-appointed for not more than one (1) additional term of five (5) years. There is no additional probationary period as a result of a second appointment.

The 2017 minimum qualification change for the Police Chief classification was recently upheld in an arbitration. Therefore, this is the first time the position of Police Chief may be hired externally or from outside the Division's ranks.

The Police Chief is a key member of the Mayor's leadership team. The Chief works closely with the Mayor, City Council, Public Safety Director, residents of Columbus, multiple internal and external stakeholders, and law enforcement partners at all levels of government to ensure public safety, provide visionary and innovative leadership, develop and implement 21st century policing strategies for law enforcement, better align how we police with community expectations, increase diversity among police officers, and promote police and community relations.

Established in 1816, the Columbus Division of Police has a complement of approximately 1,900 officers and 300 civilian employees. With the exception of the Police Chief and six Deputy Chiefs, all officers fall under the purview of a collective bargaining agreement with the Fraternal Order of Police, Capital City Lodge #9.

The Division covers 20 precincts across the greater Columbus metropolitan area. In 2018, the Division of Police received approximately 1.25 million calls for service of which approximately 633,510 were 911 emergency calls. With respect to the recommended 2019 budget for the Division of Police, the following are close approximations: general fund for personnel costs and general expenses \$342,359,000; capital fund for facility renovations of \$1,680,000; and vehicle purchase fund of \$5,568,237.

The Columbus Division of Police is organized into six subdivisions. The subdivisions include the Administrative, Investigative, Support Services, Homeland Security, and two Patrol subdivisions: North and South. Each subdivision is commanded by a Deputy Chief. The nature of each task to be performed determines which subdivision has responsibility and authority.

The individual subdivisions are further divided into bureaus or zones, each of which fulfills a more specific mission. Each zone or bureau is supervised by a police commander.

The zones or bureaus are subdivided into sections or watches and are commanded by a police lieutenant or civilian employee of equivalent position. The sections and watches are broken down into precincts, units, squads, or teams. Each is commanded by a police sergeant or civilian.

Since 1999, the Division of Police has maintained continuous accredited status with the Commission on Accreditation for Law Enforcement Agencies, Inc., CALEA. In 2017, the Commission awarded the Division of Police the Meritorious Award for Advanced Law Enforcement Accreditation, which is the highest level bestowed to a law enforcement agency.

1.1 Contractor Duties:

The Contractor will be expected to work with City staff to perform services as follows:

- A. Work with City administration staff, a separate, third party community engagement consultant, a community advisory panel, and Division of Police staff to obtain their perspectives on desirable Police Chief attributes. This process will culminate with the Contractor developing a detailed candidate profile

required to be a successful candidate. This process should guide the Contractor in the development of criteria that will be used to recruit and evaluate candidates.

- B. Identify pay, benefit, and other compensation considerations, in accordance with the Police Management Compensation Plan (Ordinance #2715-2013), for the Police Chief position.
- C. Design, recommend and implement an inclusive selection process and work with a community engagement consultant on robust community engagement that takes into consideration the needs and expectations of a Police Chief from a broad range of stakeholders. The Contractor will also work with a separate local community engagement consultant hired by the City.
- D. The Contractor will work with the City to conduct a broad, active, nationwide search to obtain a diverse pool of exceptional candidates who may be in the job market as well as those who may not be actively searching for a new position. Design a broad and active national marketing program for the Chief position, including but not limited to:
 - a. Contact potential exceptional candidates directly;
 - b. Engage professional associations;
 - c. Advertise in various professional journals and publications (print and digital);
 - d. Develop and distribute position brochures to appropriate audiences;
 - e. Identify and market the position and the City of Columbus to potential candidates. Contractor developed tools to promote the position, such as brochures, will be provided to City for review and approval prior to implementation.
- E. Provide timely acknowledgement and periodic updates to applicants which includes, but is not limited to, notifying non-selectees of the close of their recruitment and selection effort.
- F. Screen initial applicants to ensure only well qualified candidates who meet the minimum qualifications defined in the Police Chief classification specification—including verification of candidates' willingness to become Ohio Peace Officer Training Academy [OPOTA] certified—who closely match the developed candidate profile, and who are actively interested candidates are recommended for consideration to the City.
- G. Provide all documentation submitted by potential candidates and any related documentation from the recruitment process. The documentation of potential candidates considered for selection must demonstrate the candidate meets the minimum qualifications as reviewed by the Columbus Civil Service Commission.
- H. Assist the City in the interview/assessment process of the top qualified candidates, including, but not limited to:
 - a. Designing the most beneficial interviewing/assessment process, including assisting in the development and facilitation of a variety of valid assessment methods; and
 - b. Coordinating schedules, teleconferencing, and work with the City and candidates to make travel arrangements.
- I. Contractor developed interview questions, evaluation criteria and other assessment tools used in the screening and selection of top qualified candidates will be provided to the City for review and approval prior to implementation. Conduct thorough background and reference checks for the top candidates, as required. This includes, but is not limited to: review of resumes, verification of candidate's educational,

credential, and employment background, review of candidate's public social media and Internet profile, financial/credit history, news and social media research, driving record, and review of any criminal and civil litigation history. The documentation of the background review must demonstrate the referred candidates are not disqualified by the background removal standards provided on the Columbus Civil Service Commission's website.

- J. Assist the City with negotiating terms related to salary, and other specified benefits.
- K. Provide City staff with the status of the search via a conference call at least on a weekly basis.
- L. Handle administrative details such as correspondence and communication with candidates including requirement of completion of City application by qualified candidates, notification of receipt of resumes and at the conclusion of the process.
- M. Work in conjunction with the City and community engagement consultant to coordinate all matters necessary to promote public understanding and awareness regarding the entire selection process.
- N. Provide a detailed scheduling or Gantt Chart or project plan outlining the anticipated approach, methodology, and strategies recommended, names of staff performing the tasks and hours required to complete the scope of services required in this RFP. Please also note the nature and scope of services and information to be provided by the City.
- O. Provide a clear, complete, and detailed approximation of **both** "costs" or price of Contractor, and "reimbursable" candidate expenses due to travel, lodging and meals in order to complete the tasks identified above. With respect to costs, please provide sufficient detail of Contractor defined milestones and number of hours required to complete these milestones in order to derive a "not to exceed" price, as well as any proposed milestone payment schedules. Also, please include an approximation of expenses related to City personnel and community advisory panel member travel to two (2) finalists' communities for interviews and meetings with stakeholders within the finalists' current communities. The City shall use these figures as a basis in selection (see Section 4.5 below) and as a basis for a negotiated agreement resulting from this RFP.
- P. Please note any additional information that the Contractor wishes to bring to the attention of the City that is relevant to this RFP.
- Q. Provide a placement guarantee of the final candidate to include:
 - a) the Contractor shall agree to repeat the search, at no additional charge, if the City is not satisfied with the candidates presented.
 - b) if the selected candidate leaves for any reason other than an act of God (such as total incapacitation or death) within the first year, the Contractor shall repeat the search at no charge with the exception of direct expenses (i.e. cost of reproduction of advertisements and marketing material, travel expenses of Consultant staff and interviewing candidates).
 - c) Lastly, the Contractor shall not approach the selected individual for any other position as long as the individual is employed by the City.

1.2 City Duties:

The City will provide guidance and assist so as to help ensure a successful project.

1.3 How Contractor Submits Proposal to City:

Offerors' responses are to be submitted through the Bonfire portal in .pdf format.

Bonfire Portal - <https://columbus.bonfirehub.com/portal>

1.4 Presentation:

After the City reviews the responses to this request for proposal selected potential Contractors may be invited to give a presentation.

2.0 APPLICABLE STANDARDS AND PUBLICATIONS

A. Compliance With Laws and Regulations:

Contractor shall comply with all applicable statutes, ordinances, and rules of the Federal Government, the State of Ohio, and the City of Columbus.

B. Ohio Public Records Law:

In accordance with Ohio law, all resumes and application materials of Contractor relating to this hiring process are deemed a public record. As with any other category of Ohio public records, if an exception for home address, Social Security Number, or other specific item applies, it may be used to redact only the protected information. The City will work with Contractor to ensure strict adherence and compliance with the law regarding any public records request.

3.0 SPECIFICATIONS

3.1 General Information:

3.1.1 Term: The City anticipates signing a one year agreement as a result of this RFP. Any contract extension, if mutually agreed to by the parties, must be accomplished by a written agreement.

3.1.2 Subcontracts and Assignments: The Contractor agrees that none of the billing work will be subcontracted or assigned without approval of the City.

3.1.3 Contract Terms: Contract terms, if inconsistent with provisions included in the RFP, shall take precedence over any provisions in the RFP.

3.1.4 Submission of Response and Ownership of Materials: Refer to the "Proposal Information" section of the Specifications for instructions for submission.

All proposals and other material submitted in response to this RFP become the property of the City of Columbus. Likewise, any materials or products developed by the successful bidder under a contract with the City will become the property of the City.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

3.2 RFP Overview: The Contractor’s response to this RFP should be a clear and concise description of the Contractor’s capabilities and proposed offerings. The RFP will be evaluated using (1) the competence of the Contractor to perform under the contract as indicated by the technical training, education and experience of the Contractor's personnel who would be assigned to perform the work; (2) the quality and feasibility of the Contractor's technical proposal; (3) the ability of the Contractor to perform under the contract competently and expeditiously as indicated by the Contractor's workload and the availability of necessary personnel, equipment and facilities; (4) past performance of the Contractor as reflected by evaluations of the city agency, other city agencies and other previous clients of the Contractor with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines; and (5) the pricing or cost to the City.

3.2.1 Process Summary: The City will appoint an evaluation committee to evaluate proposals received. The committee will evaluate all Contractors and proposals received and rank the Contractors based upon the evaluation criteria specified in the RFP. The committee may then select two (2) or more of the highest qualified Contractors with which to hold additional discussions. The discussions may include, but are not limited to, presentations by the Contractors to the committee to elaborate upon their qualifications, proposals, and/or other pertinent information. Based upon the content of the proposals received including any revisions thereto, and upon any additional discussions with the Contractors the committee shall rank the remaining Contractors based upon the evaluation criteria specified in the RFP. The committee shall submit its ranking of the Contractors along with a written explanation to the Public Safety Director. The Public Safety Director shall select the Contractor(s) with which to enter into contract negotiations. If negotiations fail, negotiations with these Contractor(s) shall be terminated, and the city agency may enter into contract negotiations with other respective bidders.

3.2.2 RFP Sequence of Events: The following RFP sequence of events represents the City’s best estimate of the schedule that will be followed. Exact times for questions / answers (in Section 3.2.2.1) and due date (on the RFP cover page) are noted in this document and will be published on Vendor Services and in the City Bulletin:

- RFP Published April 11, 2019
- Deadline for written questions: April 25, 2019
- City response to questions: May 2, 2019
- RFP Due: May 16, 2019
- Notification of finalists: May 30, 2019
- Presentations to City: June 13, 2019
- Negotiations begin: June 17, 2019
- Contract signed by Vendor: June 27, 2019

- Contract Commencement: July 16, 2019 (work lasts 4-6 months until between November 2019 and January 2020)

- 3.2.2.1 Specification Questions:** Questions regarding this solicitation must be submitted to the Bonfire portal no later than 11:00 a.m. (EST) on April 25, 2019. Responses will be posted on the Bonfire portal no later than 4:00 p.m. (EST) on May 2, 2019.
- 3.2.2.2 Communications:** During the proposal and evaluation process, Contractors are strictly prohibited from communicating with any City employees or officers regarding this solicitation except through the method stated immediately above during the Question & Answer Period. Any communication from the vendor to the City after the Question & Answer period should be limited to only what is necessary. Necessary communication required by the City will be communicated clearly to Contractors. If any Contractor has a need to communicate with the City, the communication should come only to Sean Fouts—Procurement Manager, Columbus Department of Finance and Management, Purchasing Office or James Bond, Management Analyst II, Purchasing Office. If a City employee attempts to communicate with a Contractor contrary to this provision, the Contractor shall report said incident to Sean Fouts—Procurement Manager, Columbus Department of Finance and Management, Purchasing Office or James Bond, Management Analyst II, Purchasing Office. They can be reached at SSFouts@columbus.gov or 614-645-2854 or jdbond@columbus.gov or 614-645-6272. A violation of this section on the part of the Contractor will lead to disqualification.
- 3.2.2.3 Proposal Submittal Guidelines:** Submit all proposals electronically on the Bonfire portal.
- 3.2.3 Evaluation Criteria Overview:**
- 3.2.3.1 Section One – Competence (10 points):** The competence of the Contractor to perform the required service as indicated by the technical training, education and experience of the Contractor's personnel who would be assigned to perform the work.
- 3.2.3.2 Section Two – Quality and Feasibility (40 points):** The quality and feasibility of the Contractor's technical proposal. Contractor will demonstrate through the conversion of the RFP technical specifications into detailed line drawings and documents that clearly explain how the Contractor meets the operational needs expressed by the preferences of the technical specifications. The committee will give points to Contractors who clearly demonstrate their compliance with the needs defined in the technical specifications. If the Contractor does not include a specific item preferred in the technical specification, the Contractor will be scored based on its ability to demonstrate how its offer meets the high quality demands of the City and the feasibility of Contractor's proposed solution. Finally, the Contractor should clearly communicate what they understand the City's and their own duties to be throughout the entire process.

3.2.3.3 Section Three – Ability (10 points): The ability of the Contractor to perform the required service competently and expeditiously as indicated by the Contractor's workload and the availability of necessary personnel, equipment and facilities.

3.2.3.4 Section Four – Past Performance (20 points): The past performance of the Contractor as reflected by evaluations of the city agency, other city agencies and other previous clients of the Contractor with respect to such factors as quality of work, success in controlling costs, and success in meeting deadlines.

3.2.3.5 Section Five – Price (20 points)

4. Evaluation and Contractor’s Response Section: Provide the requested information in a clear, concise manner to the questions or requests below.

4.1 Competence (10 points):

- A. Provide a business history, business structure (e.g. private, for-profit, partnership, etc.), location of offices, support services sites, website, and years in business.
- B. Please provide any former name(s) of your company.
- C. Please provide the number of years in operation with a focus on Executive Search Services.
- D. Please provide your management structure which includes number of employees (full-time and part-time) and an organizational chart that demonstrates the responsibilities of the Contractor’s employees who will be implementing this contract.
- E. Please describe the experience and training of staff assigned to perform on this project and provide their resume. Please especially highlight the qualifications of the lead project manager assigned to oversee this project. Please identify and describe similar work performed in the past by the lead project manager.
- F. Describe what is distinctive about your firm and the services you offer, including any value-added services.
- G. Does your company conduct background checks on your employees?
- H. Provide a detailed explanation of your company’s hiring process.
- I. What training and certifications does your company require for its recruiters?

4.2 Quality and Feasibility (40 points):

- A. Provide a general statement or overview as to how you would recommend the Police Chief Selection process proceed including key milestones.
- B. Provide a detailed explanation as to how Contractor will meet each Contractor Duty as specified above in Section 1.1.
- C. Describe the method used to coordinate with the project team to update the implementation status and tracking of work performed on task assignments.
- D. What checks and balances will your company implement to make sure that the City's project receives a thorough evaluation?
- E. Explain how you balance quick turnaround times and deadlines while maintaining maximum efficiency.
- F. How will your company track the progress of the City's search and any City feedback throughout the process?

4.3 Ability (10 points):

- A. Please state your current workload and how you plan to incorporate this proposed increase in workload due to this contract.
- B. If any subcontractors are used please identify them.
- C. Please state the availability of necessary personnel and how you plan to incorporate the increase in workload of the City without delay.
- D. Is Contractor currently involved with any adverse or potential action, such as but not limited to: litigation, threatened litigation, investigation, unpaid judgements, audit, reorganization, receivership, strike, or any other action or situation that could adversely impact the ability to provide the required RFP needs? If so, provide the nature of the item and the potential impact.

4.4 Past Performance (20 points):

- A. How many Senior Executive Searches have you performed in the last five years? (Please provide a list of these clients)
- B. How many Police Chief Executive Searches have you performed in the last five years? (Please provide a list of these clients)
- C. What are the three largest metropolitan jurisdictions that your company has performed Senior Executive Searches for in the last five years?
- D. What are the three largest metropolitan jurisdictions that your company has performed Police Chief Executive Searches for?

- E.** Please provide a copy of your contract with the three Police Chief Jurisdictions listed above. If you are unable to provide a copy of the contract then provide a copy of the next largest contract to which public records law would permit disclosure.
- F.** Provide a list of references and specific contacts for jurisdictions in which you have recently performed executive searches for senior government positions. Please include the reference name, title, jurisdiction, address, email address, and telephone number.
- G.** Provide a list of references and specific contacts for jurisdictions in which you have recently performed searches for the position of Police Chief. Please include the reference name, title, jurisdiction, address, email address, and telephone number.
- H.** Provide examples of past materials required in Section 1.1 in order to demonstrate your expertise. This would include, but is not limited to, past stakeholder surveys, questioners, or surveys; past samples of candidate profiles; recruitment brochures; invitee letters; announcements; etc.
- I.** Describe any challenges your company faced in prior projects and how your company overcame them.
- J.** Include at least three of the attached questionnaires, provided by current or past customers.

4.5 Pricing (20 points):

- A.** Prospective Contractors must price their bid as noted in paragraph number 1.1(P) above.
- B.** If the Contractor believes that a different pricing system would be more advantageous to the City, please describe such a system.
- C.** Please note that it is the intention of the City in negotiations to have a performance incentive contract wherein Contractor is paid for reaching defined milestones.

PERFORMANCE QUESTIONNAIRE – [POLICE CHIEF SEARCH]

To:
 (Name of person completing survey)

Phone: Fax:

Subject: Past Performance Survey of:
 (Name of Company)

 (Name of individuals)

City of Columbus (the City) is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the City in the selection of firms, to perform various projects. The contractor listed above identified you as someone for whom the contractor either currently provides a service or for whom the contractor has provided this service in the past. Please take a moment to tell us about this contractor's performance.

HOW SATISFIED. Rate each of the criteria on a scale of 1 to 10, with a 10 representing highly satisfied and a 1 representing highly dissatisfied. Use a number in between to show different degrees of satisfaction. Please rate each of these criteria to the best of your knowledge. If you have no knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	YOUR SCORE
1	Ability to meet customer expectations	(1-10)	
2	Ability to financially perform in the best interest of the client and citizens	(1-10)	
3	Ability to maintain schedules and meet deadlines	(1-10)	
4	Ability to increase value	(1-10)	
5	Quality of service	(1-10)	
6	Ability to identify and minimize the users risk	(1-10)	
7	Leadership ability (minimize the need of owner/client direction)	(1-10)	
8	Your comfort level in hiring the firm/individual again based on performance	(1-10)	

 Printed Name (of Evaluator)

 Signature (of Evaluator)

Thank you for your time and effort in assisting us in this important endeavor. Please fax survey back to (Vendor enter your fax number here).