

**Professional Services Consultant/Executive Search Firm
New Orleans City Council**

**CITY OF NEW ORLEANS, LOUISIANA
REQUEST FOR PROPOSALS (“RFP”)
PROFESSIONAL SERVICES CONSULTANT/EXECUTIVE SEARCH FIRM
ISSUED November 13, 2016**

**PROFESSIONAL CONSULTANT SERVICES FOR IDENTIFICATION AND SELECTION OF
QUALIFIED CANDIDATES FOR NEW ORLEANS CITY COUNCIL CHIEF OF STAFF**

Purpose

The Chief of Staff for the Council of the City of New Orleans (“Council”) oversees all Council operations and affairs (legislative, contracts, personnel, purchasing, travel) and manages and coordinates the services performed by all Council Divisions. The Chief of Staff further provides expert professional assistance and support to the Councilmembers on a wide range of highly complex, sensitive, and confidential topics. As the Chief of Staff position is currently vacant, the Council desires to receive the advice and assistance of a professional services consultant or executive search firm to assist the Council in identifying, evaluating and selecting qualified potential candidates to perform the duties and responsibilities of the Chief of Staff. This RFP solicitation is being made pursuant to the provisions of the Home Rule Charter of the City of New Orleans and in accordance with Rule 45 of the Council’s rules regarding competitive selections for professional services contracts, and is further subject to ratification by a majority vote of the Council.

Scope of Services

It is anticipated that the consultant will be responsible for providing the following services to the Council:

- Conduct individual meetings with each Councilmember to develop a job description of the desired qualifications and experience necessary for the position of Chief of Staff.
- Review the current Chief of Staff job description and, if necessary, develop new recruiting specifications, in conjunction with the Council, that addresses the specific duties, responsibilities, operational issues, education and training, personal characteristics and traits, and other factors that are relevant for the position of Chief of Staff.
- Coordinate and undertake the necessary actions to recruit the maximum number of candidates who qualify based upon the job description. Develop an agency and recruitment profile on employment websites, and conduct search(es), with recruiting activities, as needed, including selected advertising, networking and direct inquiries and use of consultant’s knowledge of candidates from other searches.

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- The selected search firm will be required to screen and/or interview the initial pool of applicants and provide a list of 4-6 finalists to the Council within (45) forty-five days after the job description is approved by the Council.
- When the finalists list is submitted, the search firm will be required to prepare and submit a summary report explaining why it believes each finalist is most qualified to serve as Chief of Staff based upon its understanding of the Councils' needs and desires.
- The search firm should be prepared to have at least one (1) meeting with each Councilmember after the list of finalists is submitted, to discuss the finalists, guide the Councilmembers through the process, and offer any judgment it has with regard to the candidates and the selection process.
- The search firm will also be required to provide the Council with a copy of the resumes and cover letters of all applicants who composed the initial pool of applicants.

Contents of Proposal

The Council requests a proposal of services that can be provided at a cost not to exceed FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, including all fees and expenses of the consultant, including support staff. Pricing is a key consideration for selection. The proposal should include the following components:

1. A concise but detailed narrative indicating the proposed approach to providing the required services, including a description of the types and qualities of services which would be provided, a budget showing estimated number of expected work hours and hourly billing rate for each professional, and an estimate of reimbursable costs, if any.
2. A sworn affidavit listing all persons with an ownership interest in the respondent. An "ownership interest" shall not be deemed to include ownership of stock in a publicly-traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly-traded corporation. This affidavit is a public record.
3. A sworn affidavit stating that no other person holds an ownership interest in the respondent via a counter letter.
4. A list of all persons, natural or artificial, who are retained by the respondent at the time of the application and who are expected to perform work as subcontractors in connection with the respondent's work for the Council. The Council may require information on employees or subcontractors of or ownership interests in the subcontractor. This list is a public record. Additionally, the contract with the Council

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shall contain a provision that with regard to any subcontractor proposed to be retained by the respondent to perform work on the contract with the Council, the respondent must provide notice to the Council within thirty (30) days of retaining said subcontractor. The Council may require additional information on ownership interests in the subcontractor.

5. A sworn affidavit stating that the affiant is in compliance with Section 2-8(c) of the Municipal Code of the City of New Orleans and that no principal, member and/or officer of the contracting entity has within the preceding five (5) years been convicted of, or plead guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, and/or falsification or destruction of public records.
6. A comprehensive narrative detailing the respondent's plan to comply with the provisions of Section 70, Article IV, Divisions 2 and 3, of the Municipal Code of the City of New Orleans pertaining to Disadvantaged Business Enterprise (DBE) and local worker participation goals for the City of New Orleans.
7. Name, title, address, phone number, fax number and e-mail address of the firm's principal contact person and proposed principal consultant.
8. Professional experience and resumes of partners, principal(s), and employees in the firm who will be responsible for the activity(ies) involved in the provision of professional services to the Council through the term of the engagement.
9. Evidence of sufficient qualified staff to perform service in a timely manner.
10. Provide three references from clients of the applicant for whom similar projects have been performed.
11. A completed "Consulting Services Questionnaire" using the format that is attached. Any subconsultants or subcontractors proposed to be used must also submit a completed questionnaire which must be attached to the prime firm's questionnaire. If an association or joint venture is contemplated, the expertise of each individual firm should be clearly defined, as well as the level of involvement of each individual firm and the proposed means of coordination between firms. A joint venture will be considered a "firm."

ACKNOWLEDGMENT OF EXCLUSION OF WORKERS COMPENSATION COVERAGE:

Contractor must expressly agree and acknowledge that it is an independent contractor as defined in La. Rev. Stat. 23:1021(7) and, as such, it will be expressly agreed to and understood between the parties in entering into this professional services contract that the City of New

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Orleans shall not be liable to the Contractor for any benefits or coverages as provided by the Workmen's Compensation Law of the State of Louisiana and further, under the provisions of La. Rev. Stat. 23:1034, that anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Workmen's Compensation coverage.

ACKNOWLEDGEMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:

The Contractor, as an independent contractor, is being hired by the City under this agreement for hire in accordance with La. Rev. Stat. 23:1472(12)(E) and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties because:

- A. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract;
- B. Service(s) to be performed by Contractor is outside the normal course and scope of the City's usual business; and
- C. Contractor has been independently engaged in performing the service(s) listed herein prior to the date of this contract.

LOCAL AND DISADVANTAGED ENTERPRISE GOALS FOR THE CITY OF NEW ORLEANS:

Pursuant to Sections 70-460 and 70-499 of the Municipal Code of the City of New Orleans, the City of New Orleans has established an overall goal of 50% utilization of businesses that are locally owned and controlled for all public spending or private projects that utilize public funding and/or incentives. An overall goal of 30% is established for utilization of socially and economically disadvantaged businesses, particularly of those businesses located in storm damaged areas. DBE certification by the City of New Orleans Sewerage and Water Board, Louis Armstrong International Airport or the City of New Orleans will be accepted.

CONFLICTS OF INTEREST:

Any firm or individual providing a response to the RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of the Council in connection with the services to be performed hereunder. In particular, any prior or existing representation or consultation with any other governmental entities performed within the last two (2) years should be disclosed.

For any such work performed, the respondent shall indicate the scope of the engagement, the time frame, the amount of compensation received and why the respondent deems such work to be or not to be in conflict with the interests of the Council in performing the services hereunder. The Council shall make the final decision as to whether any conflict of interest exists.

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In any case in which the Council determines that there is a conflict of interest, including appeals filed by the Contractor or any of its members or employees, the Contractor shall engage a third party, subject to the approval of the Council, to administer the appeal in question.

EVALUATION CRITERIA:

Upon receipt by the due date of responses to this RFP by qualified firms, the Council's staff Selection Review Committee will evaluate all responses received based upon the criteria listed herein below and in Council Rule 45, a copy of which is attached. Particular emphasis will be placed on the following criteria:

1. Costs for services.
2. Experience of the key personnel in the New Orleans area, particularly with public officials/agencies or issues similar to those addressed by the Council.
3. Scope of services proposed and clear understanding by the applicant of work to be performed.
4. Appropriate qualifications and relevant experience of professionals to be assigned to the project.
5. Ability to provide the work in the time period required.

PROPOSAL PROCESS AND SUBMISSION:

Except as provided herein below, no written, electronic or oral communication from potential applicants regarding this RFP shall be made to any Councilmember or Council Staff person during this RFP process. Any inquiries shall be made in writing to Calvin Aguillard, Council Fiscal Office, City Hall, 1300 Perdido Street, Room 1E06, New Orleans, LA 70112 or by e-mail to cjaguillard@nola.gov.

Proposal Submission: Fifteen (15) copies of the submission, including samples of work products, must be submitted in hard copy form to Calvin Aguillard, Council Fiscal Office, City Hall, 1300 Perdido Street, Room 1E06, New Orleans, LA 70112, no later than 4:00 p.m. Central Standard Time on Tuesday, December 6, 2016. Where possible, an electronic version of the proposal should also be submitted within the same deadline to cjaguillard@nola.gov.

Selection Process: A staff Selection Review Committee composed of the Council Research Officer, the Council Fiscal Officer, the Council Utilities Regulatory Officer and/or additional knowledgeable persons appointed by the Council or Chief of Staff pursuant to Council Rule 45

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will review and evaluate the submissions, and select qualified proposals for referral to the Council.

DURATION OF AGREEMENT:

The services to be provided under the terms of any contract shall begin on such date and shall end on such date as the parties will negotiate after selection of the contractor, but shall be for the contract period as set forth below. It is understood and acknowledged by all signers to any contract that the work described is to be accomplished during the time period specified therein. The terms, conditions and duration of any contract may be modified by an executed written amendment to any contract, as set forth below.

The contract period will be for six (6) months from the date of execution, subject to extensions based upon project status, availability of funding and contract performance. In the event that a contract extension is considered and if the contract is extended, the terms including the scope of services and compensation rate and maximum payment shall be negotiated and will be subject to revision by the mutual negotiated agreement of the Council and the Contractor. Notwithstanding anything to the contrary herein, the Council reserves the right to refuse contract extensions without cause.

CANCELLATION:

Either party to any contract may terminate said contract at any time during the term of the contract by giving the other party written notice of said intention to termination at least thirty (30) days before the date of termination.

INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the Council against any and all claims, demands, suits, judgments of sums of money to any party accruing against the Council for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission of the operation of the Contractor, its agents, services or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder, and shall also hold the Council harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligations under this contract.

GOVERNING LAW AND VENUE:

The contract between the parties will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

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QUESTIONS:

All questions relating to this RFP shall be in writing and must be received to the attention of Calvin Aguillard, Council Fiscal Office, City Hall, 1300 Perdido Street, Room 1E06, New Orleans, LA 70112 or by e-mail to cjaguillard@nola.gov by no later than seven (7) days prior to the due date of the RFP, Tuesday, December 6, 2016. All responses will be provided in writing. During this selection process, no other written or oral communications from potential respondents regarding this RFP shall be made to any Councilmember or City Council staff members other than as provided for herein.

INSPECTOR GENERAL:

Section 9-1120, Chapter 2, of the Municipal Code of the City of New Orleans, relative to the Office of Inspector General, provides in part as follows:

“Every city contract and every budget, proposal, application, or solicitation for a city contract, and every application for certification of eligibility for a city contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.”

The Inspector General shall be notified in writing prior to any meeting of a selection or negotiation committee relating to the procurement of goods or services by the city, including meetings involving thirty party transactions. The notice required shall be given to the Inspector General as soon as possible after a meeting has been scheduled, but in no event later than twenty-four (24) hours prior to the scheduled meeting. The Inspector General may attend all city meetings relating to the procurement of goods or services as provided herein, and may pose questions and raise concerns consistent with the functions, authority, and powers of the Inspector General. An audio recorder or court stenographer may be utilized to record all selection or negotiation committee meetings attended by the Office of the Inspector General.

ADDITIONAL INFORMATION:

The City of New Orleans is not liable for any costs incurred prior to entering into a formal written contract. Any costs incurred in the preparation of the statement, interview, or other pre-contract activity are the responsibility of the respondent. All submissions become the property of the City and, as such, are public information pursuant to the terms, conditions and guidelines set forth in the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq. It is the responsibility of the respondent to identify any and all confidential and proprietary information in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.

The contract shall contain a provision that any subcontractor proposed to be retained by the respondent to perform work on the contract with the Council must be approved in advance of

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such retention by Motion of the Council. The Council may require information on ownership interests in the subcontractor prior to approval of the subcontractor's retention, as previously set forth herein.

The contract shall invoice the Council according to a schedule set forth in the contract when billable activities have occurred.

The Council reserves the right to accept or reject any and all responses submitted and to cancel the RFP, in whole or in part, for any reason, in its sole judgment.