

## REQUEST FOR PROPOSALS (“RFP”)

### Property Tax Assessment Appeal Hearings Management Services

#### Purpose

The Council of the City of New Orleans (“Council”) sits as the Board of Review (“Board”) for property tax appeals for Orleans Parish. Due to the volume of appeals expected for the upcoming assessment year, the Board desires to engage a private firm to administer the hearing process on the Board’s behalf. This 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 subject to ratification by a majority vote of the City Council.

#### Scope of Services

It is anticipated that duties of consultant will manage all phases of the Board of Review appeal process, including:

1. Review all appeals (including residential, commercial, and personal property) submitted to the Board of Review. It is estimated that up to six thousand five hundred (6,500) appeals may be received.
2. Secure hearing examiners, real estate consultants, and/or appraisers as necessary, and other professional staff as may be required in order to conduct the appeal hearings in an efficient manner so as not to place an undue burden on appellants.
3. Begin appeal hearings no later than September 15, 2011, and conclude hearings no later than October 7, 2011.
4. Arrange venue for all appeal hearings, in a location that is accessible by public transportation and is accessible to handicapped persons.
5. Perform data entry; schedule appeal hearings; notify appellants in writing of date, time, and location of hearings, providing notification of the agenda(s) in advance to the Board; and provide schedule in electronic format for posting on Council's website.
6. Provide written summaries of appeal hearings and provide written recommendations to the Board on each appeal, by week, by Wednesday in the week following the week in which the appeals are heard.
7. When possible, schedule and report appeals by assessment district.

8. Appear before the Board to present findings and recommendations.
9. Prepare resolutions for the Board to consider in disposition of appeals (format will be provided).
10. Notify appellants in writing of the Board's action, and provide notice of subsequent rights of appeal if necessary.
11. Provide telephone contact ("help desk") for appellants throughout appeal process.
12. Draft communication and education plan to inform the public of the hearing process.
13. Notify the Orleans Assessor's Office of the hearing schedule and location.

### **Contents of Proposal**

The Proposal should include the following components.

A concise but detailed narrative indicating the proposed approach to providing the required services, including a description of the types and qualities of service which would be provided, and a budget showing estimated number of expected work hours and hourly billing rate for each professional, and an estimate of reimbursable costs if any.

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.

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~~A sworn affidavit stating that no other person holds an ownership interest in the respondent via a counter letter.~~

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 sub-contractors in connection with the respondent's work for the City Council. The Council may require information on employees or sub-contractors of or

ownership interests in the sub-contractor. This list is a public record. The contract with the City Council shall contain a provision that in regard to any sub-contractor proposed to be retained by the respondent to perform work on the contract with the City Council, the respondent must provide notice to the Budget/Audit/Board of Review Committee within thirty (30) days of retaining said sub-contractor. The Council may require information on ownership interests in the sub-contractor.

A sworn affidavit stating that the affiant is in compliance with Section 2-8 (c) of the City Code 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.

A comprehensive narrative detailing the respondent's plan to comply with the provisions of Section 70-432.1 of the Code of the City of New Orleans pertaining to local and disadvantaged business enterprise (DBE) goals for the City of New Orleans. (See # 1below)

Name, title, address, phone number, fax number, and e-mail address of the firm's principal contact person and proposed principal consultant.

Professional experience and resumes of partners, principal(s), and employees in the firm who will be responsible for the activity involved in the provision of professional services to the Council through the term of the engagement

Evidence of sufficient qualified staff to perform service in a timely manner.

Provide references from clients of the applicant for whom similar projects have been performed.

A Completed "Consulting Services Questionnaire" using the format that is attached. Any sub-consultants 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."

## **Schedule of Costs and Expenses**

Proposals are to include a schedule of estimated costs and expenses, including:

1. Cost for the first five hundred (500) appeals, and cost for additional appeals in increments of five hundred (500).
2. Hourly rate for each level of staff anticipated, or an alternative flat rate for total work to be performed.
3. Estimated expenses, including rental of venue if applicable, retention of other consultants and support staff, mailing, advertising, etc.

## **ACKNOWLEDGEMENT OF EXCLUSION OF WORKERS – COMPENSATION COVERAGE:**

Contractor must expressly agree and acknowledge that he is an independent Contractor as defined in R.S. 23:1021 (6) and as such, it will be expressly agreed and understood between the parties in entering into this professional services contract, that the City of New 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 R.S. 23:1034 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:**

Contractor must expressly declare and acknowledge that he is an independent Contractor, and as such is being hired by the City under this contract of hire as noted and defined in R.S. 23:1472 (E), and therefore, it will be expressly declared and understood between the parties in entering into this professional services contract, or contract for hire, and in connection with unemployment compensation coverage only, that:

- 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; and
- 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. Consequently, neither Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

1. **Local and Disadvantage Enterprise Goals for the City of New Orleans:**

Pursuant to Section 70-432.1 of the 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 35% is established for utilization of socially and economically disadvantaged businesses, particularly of those businesses located in storm damaged areas. DBE certification by the Sewerage and Water Board, Louis Armstrong International Airport or the City of New Orleans will be accepted.

2. **Conflict 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 Board of Review. In particular, any prior or existing representation or consultation with any other governmental entities or potential sub-grantees performed within the last 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 advising or representing the Board. The Board shall make the final decision as to whether any conflict of interest exists.

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In any case in which the Board 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 the approval of the Board, to administer the appeal in question.

### 3. 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. Appropriate qualifications and relevant experience of professionals to be assigned to the project;
2. Ability to provide sufficient qualified staff to provide adequate coverage;
3. Quality of written documents submitted;
4. Involvement of members of disadvantaged groups at the professional level.
5. Billing rate.

### 4. Proposal Process and Submission

Except as provided herein below, no written, electronic or oral communications from potential applicants regarding this RFP shall be made to any Councilmember or Council Staff person during this Request for Proposal process. Any inquiries shall be made in writing to the Council Fiscal Office, City Hall, 1300 Perdido Street, Room 1E06, New Orleans, LA 70112 or by e-mail to [btavalos@nola.gov](mailto:btavalos@nola.gov) or [cjaquillard@nola.gov](mailto:cjaquillard@nola.gov)

Fifteen (15) copies of the submission, including samples of work products, must be submitted in hard copy form by 4:00 p.m. on Tuesday July 5, 2011 to the City Council Chief of Staff Office, Room 1E06 City Hall, 1300 Perdido Street, New Orleans, LA 70112. Where possible, an electronic version of the proposal should also be submitted to [btavalos@nola.gov](mailto:btavalos@nola.gov) or [cjaquillard@nola.gov](mailto:cjaquillard@nola.gov)

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A Selection Review Committee composed of the Council Chief of Staff, the Council Research Officer, the Council Fiscal Officer, and/or Council Utility Regulatory Officer will review and evaluate the submissions, and select qualified proposals for referral to the Budget/Audit/Board of Review Committee. If more than five (5) responses are received, the Selection Review Committee shall review all responses, but it is authorized to eliminate from consideration, if it deems doing so appropriate, all but the five (5) most qualified and responsive respondents. For each submission selected for referral, the staff committee will contact one or more of the persons suggested as references.

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 third 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 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.

#### **5. Selection Process**

The report of the Selection Review Committee will be provided to the Budget/Audit/Board of Review Committee. The Budget/Audit/Board of Review Committee may interview one or more of the respondents selected by the evaluation committee, and may then make a recommendation to the City Council. The Council, by a majority vote of its entire membership and by motion, may accept or reject the Committee's recommendation and choose one of the other firms/individuals submitted by the Selection Review Committee to the Council Committee. If a proposed contract cannot be negotiated with the firm/individual initially chosen, one of the other firms/individuals submitted by the Selection Review Committee may be chosen; and a proposed contract negotiated. If the Council does not choose one of the firms/individuals submitted by the Selection Review Committee, the Council may choose to begin the selection process again.

It is anticipated that the selection process will be completed during July 2011 and that the Council will retain the successful respondent prior to July 29, 2011.

#### **6. Duration of Agreement**

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

The Contract period will be for one year from date of execution, subject to extensions based upon project status, availability of funding and contract performance. If the contract is extended, the terms including the scope of services and compensation rate and maximum payment, will be subject to revision by mutual, negotiated agreement of the parties. In the event that a contract extension is considered, the rate of

compensation, the scope of services, and maximum compensation shall be negotiated between the City Council and the Contractor. However, the City Council reserves the right to refuse contract extensions without cause.

#### **7. Cancellation**

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

#### **8. Indemnification**

The Contractor shall indemnify and hold harmless the City Council against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City 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, his agents, servants 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 harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of his obligations under this agreement.

#### **9. Questions**

All questions relating to this RFP shall be in writing and must be received to the attention of Council Fiscal Office, City Hall, Room 1E06, 1300 Perdido Street, New Orleans, LA 70112 (fax 504-658-1089) by no later than seven (7) days prior to the Due Date of July 5, 2011. 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 employee other than as provided for herein.

#### **10. 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 person submitting the statement.

All submissions become the property of the City and as such are public information. The City will assert ownership of all work products.

The contractor will invoice the City Council on a monthly basis during the term of the contract. Work shall be detailed in increments of one-tenth of an hour.