

# **REQUEST FOR PROPOSALS (RFP)**

No. CC-23-03

PUBLIC SAFETY ANALYST SERVICES

ISSUED AUGUST 7, 2023

The Council of the City of New Orleans (“Council”) seeks a highly qualified and experienced persons or firms versed in data, trends, and policy issues related to providing expertise and assessing the level of service and efficiency opportunities related to public safety and criminal justice reform and represent the Council.

## **Purpose**

In accordance with Section 6-108 of the Home Rule Charter of the City of New Orleans, and Rule 42 of the Rules and Regulations of the City Council, and pursuant to the provisions of Council Motion M-23-229, the Council of the City of New Orleans is soliciting proposals from professional persons or firms with expertise in the review and assessment of efficiency opportunities relating to criminal justice and legal services, as well as new issues which the Council may confront as it addresses city-wide public safety issues.

## **Scope of Services**

The selected respondent will work with the Council to provide an assessment of, and recommendations for:

1. Levels of service (“LOS”) and statistical analysis for each of the five (5) service areas listed below.
2. Identification of alternative methods of criminal justice and legal service delivery that can realize service improvements, new efficiencies, and long-term financial sustainability, such as regionalization and partnerships.
3. Strategies to expand understanding, trust, and partnerships with the community, City officials, City departments, the judicial branch of government, and other entities.
4. Viable strategies to mature the cultural competence of the City, and to expand the ethnic and racial diversity within these service areas to better represent that of the New Orleans community.
5. Catalog re-entry services available to men and women in New Orleans and strategies to

strengthen and improve re-entry services.

The selected respondent's responsibilities will include a review of the following service areas:

1. Police
2. Jail (corrections)
3. Criminal District Court
4. Municipal Court
5. Legal
  - a. Public defense
  - b. District Attorney
  - c. City Attorney
6. Re-entry Services

The Council may commission the selected respondent to create report(s), conduct evaluation(s) and study(ies) related to critical issues the Council undertakes.

### **Desired Qualifications and Experience**

Respondent must:

1. Have a minimum of five years continuous experience in providing public sector analyst or consulting services within the applicable service area, including operations and management analysis of the service area functions.
2. Have an understanding of the purpose and responsibilities of courts and the need for an impartial and independent judiciary. In addition, the respondent should demonstrate familiarity with the court's core structure and competencies.
3. Demonstrate public sector management experience, and have experience evaluating the trade-offs of public safety and criminal justice budget pressures versus pressures to maintain funding for other local government services, and the relationship between service standards and service costs.
4. Demonstrate substantial expertise in providing public sector analysis or consulting services, including substantial experience in law enforcement consulting.
5. Demonstrate significant experience and expertise in data analysis and information systems such as Computer Aided Dispatch ("CAD") and Records Management System ("RMS").
6. Possess significant experience and expertise in data-based staffing and deployment modeling, i.e. the creation of a model which matches staffing levels and deployment to workload.

### **Qualification Statement Contents**

Respondent shall include in its response:

1. Professional experience and resumes of partners, principals and employees in the firm who will be responsible for, and actively involved in, the provision of professional services for the Council ("Key Personnel"), including the appropriate evidence of accreditation, certification or licensing in the stated profession.
2. A description of three or more assignments which best illustrates the respondent's current qualifications relevant to the areas requested in this RFQ, including samples of work product.

3. Demonstrated ability to provide coverage for Council matters when the principal analyst is unavailable because of other assignments, illness, vacation or similar conflicting demands.
4. 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 hold an interest in a publicly traded corporation. The affidavit is a public record.
5. A sworn affidavit\* that no other person holds an ownership interest in the respondent via a counter letter.
6. A list of all persons, natural or artificial, who are retained by the respondent at the time of the response and/or who are expected to perform work as sub-contractors in connection with respondent’s work. The Council may require information on employees or sub-contractors of or ownership interest in the sub-respondent. This is a public record.
7. A sworn affidavit stating that the affiant is in compliance with Section 2-8(c) of the New Orleans City Code such 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 fund, bribery, and/or falsification or destruction of public records.
8. A comprehensive narrative detailing the respondent’s plan to comply with the provisions of Article IV of Chapter 70 of the New Orleans City Code pertaining to local and disadvantaged business enterprises (DBE) utilization goals for the city of New Orleans.
9. A list of professional labor fees for all personnel included in the respondent’s response to this RFQ and a clear and concise statement that such professional labor fees throughout the contract term will be the most cost efficient and will not exceed the lowest professional labor fee for similarly situated clients of the firm.

\*Respondent is free to submit the sworn affidavit in the format of its choice.

### **Fee Proposal**

Respondent shall express its fees as an hourly rate.

The hourly rate should include the rates of all individuals who will be a part of any billing.

The fee response should also include any costs that may be billed that cannot be expressed as an hourly rate (e.g., travel, printing, computer research related cost, etc.).

### **Performance**

A. **Factors**. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. **Failure to Perform**. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available

under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as the following:

1. Professional Liability (Errors and Omissions): with limits no less than \$1,000,000 per claim.

#### Primary Coverage

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to Contractor's coverage.

#### Claims Made Policies

1. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
2. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of five (5) years after the termination of this agreement.

#### Waiver of Subrogation

Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 30 days.

Acceptability of Insurers Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

1. The Contractor will provide the City with the following documents within ten (10) calendar days of this Agreement's effective date and at any other time at the City's request:
  - a. Proof of coverage for each policy of insurance required by this Agreement;
2. Without notice from the City, the Contractor will:
  - a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
  - b. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

Notify the City's Risk Manager in writing within ten (10) days of its receipt of any notice of non-

renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

### **Potential Conflict of Interest**

Any person or entity providing a response to this RFQ shall provide a clear and unambiguous indication of any perceived, real or potential conflicts of interest it may have with respect to performing work on behalf of the Council for, at a minimum, the following:

1. Work performed for or on behalf of any entity listed in for review under “Scope of Services” (above) or any parent, partner, or affiliate thereof.
2. Any prior or existing services provided to any government entity within the last five years.
3. Any work performed (whether compensated or not) on behalf of any Councilmember, the Council or the City within the past five years.

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 be in conflict with the interests of advising or representing the Council in public safety related matters.

The Council shall make the final decision as to whether any conflict exists.

### **Evaluation criteria**

Upon receipt by the due date of responses to this RFQ by qualified firms, the Council’s staff Selection Review Committee will evaluate all responses received based upon the criteria listed herein below.

Particular emphasis will be placed on the following criteria:

1. Quality of work samples presented;
2. Clear understanding by the applicant of work to be performed.
3. Capability of providing consistent, timely services, as determined by information requested from references or actual experience performing such services for the City Council;
4. Experience working with or for governmental entities in the areas listed under “Purpose,” above;
5. Cost based on hourly rates of analysts at various levels of expertise and experience; and
6. Involvement at the professional level of certified disadvantaged business enterprises as evidenced by government-issued certification thereof, in compliance with City Code Section 70-458. Those individuals/firms who are certified as disadvantaged business enterprises must submit proof of such certification. Certification must be by the City, the New Orleans Sewerage and Water Board, or the New Orleans Aviation Board.

### **Proposal Submission**

Except as provided herein below, no written, electronic, or oral communications from any actual

or potential respondent to this RFP or anyone acting as agent or representative for such person shall be made to any Councilmember, city employee, or Council staff person from the time this RFP is posted until a final decision is made by the Council ("Blackout Period") except as provided herein. All communications during the Blackout Period to and from any actual or potential respondent must be submitted by email to the Paul Harang at paul.harang@nola.gov. Any such communication and the response shall be available to the public.

RFP submissions, including samples of work products, **must be submitted electronically to Paul Harang at paul.harang@nola.gov by 5:00 PM CST on Friday, September 1, 2023.** All responses submitted will be public records. Late proposals will not be considered.

### **Selection Process**

A committee composed of Council staff will review and evaluate the submissions for responsiveness using the Evaluation Criteria. The evaluation committee will determine if the responses received are complete and will submit its determination to the City Council. Selection of consultant(s) is made by Motion of the City Council.

### **Inspector General**

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 (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 post 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.

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

[E]very bid, proposal, application or solicitation for a city contract, and every application for certification of eligibility for a city contract or program shall contain the following statement: "It is agreed that the respondent or applicant will abide by all provisions of City Code § 2-1120, including, but not limited to, City Code § 2-1120(12), which requires the respondent to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the respondent agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena."

### **Additional Information**

The City of New Orleans is not liable for any costs incurred by the respondent prior to entering into a formal written contract. Any costs incurred in the preparation of the proposals, 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 records.

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

It is anticipated that the respondent will invoice the City Council monthly during the term of the contract.

The contract with the City Council shall contain a provision that regarding any sub-contractor proposed to be retained by the respondent to perform work on the contract with the City Council the respondent must notify the appropriate Council committee within thirty (30) days of retaining said sub-contractor. The Council may require information on ownership interests in the sub-contractor.