

K14-425

PROFESSIONAL SERVICES AGREEMENT  
CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL  
AND  
VERA INSTITUTE OF JUSTICE, INC.

CONSULTING SERVICES/JUSTICE SYSTEM FUNDING EVALUATION/ BCM GRANT  
RFP No. 7101-01613

THIS AGREEMENT (the "Agreement") is made and entered into this 30th day of JUNE, 2014 (the "Effective Date"), by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "City"), and Vera Institute of Justice, Inc., represented by Nicholas Turner, President and Director (the "Consultant").

WHEREAS, on February 25, 2014, the Office of Inspector General (OIG) issued a request for proposals No. 7101-01613 seeking qualified persons to provide professional services including technical assistance and other consulting services regarding the OIG's evaluation of funding of the criminal justice system in Orleans Parish (the "RFP");

WHEREAS, the Consultant responded to the RFP on March 18, 2014, and the OIG selected the Consultant based on their proposal to perform the professional services described in the RFP;

NOW THEREFORE, the City and the Consultant agree as follows:

I. CONSULTANT'S OBLIGATIONS.

A. Services. Consultant will, in accordance with the schedule approved by the OIG:

1. Perform all services as set forth in any of the following documents, the terms and conditions of which documents are incorporated fully into this Agreement:
  - a. RFP No. 7101-01613 (Exhibit "A")
  - b. Consultant's proposal submitted to OIG (Exhibit "B")
2. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain applicable insurance, and perform all other obligations of the Contractor set forth in this Agreement;
3. Promptly correct any errors or omissions of any work deemed unsatisfactory or unacceptable by the OIG, at no additional compensation;
4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
5. Cooperate with the OIG and any person performing work for the OIG.

OIG officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

**B. Standards.** The Consultant, and any person performing work on its behalf, will:

1. Perform all work under this Agreement in accordance with the standards outlined in the *Principles and Standards for Offices of Inspector General for Inspections, Evaluations, and Reviews* published by the Association of Inspectors General, 2004.

2. Return all OIG phone calls and/or email communication within 48 hours. OIG and Consultant will develop mutually agreed upon deadlines and penalties for specific deliverables or technical assistance as appropriate. Failure to meet any deadline must be explained in writing within three (3) business days; said notice must include a plan of corrective action and an updated timeline. When possible, any foreseeable delays should be communicated to the OIG before deadlines. All delays are subject to OIG approval and unacceptable delay may be ground for financial penalties and/or termination of the contract. Consultant's failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice.

**C. Key Personnel.** The only Consultant personnel who will perform work pursuant to this Agreement are listed in the Consultant's proposal submitted in response to the RFP, attached hereto as Exhibit B and made a part of this Agreement. The Consultant's personnel assigned to this Contract may not be replaced without the written consent of the OIG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Consultant must provide a resume demonstrating adequate qualifications, prior to work commencement, of any personnel substitutions.

**D. Compliance with Laws.** The Consultant, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

**E. Schedule.**

1. The OIG has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

2. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

**F. Invoices.**

1. The Consultant will submit invoices for work performed under this Agreement to the OIG no later than ten (10) calendar days following the end of the month for ongoing hourly consultation. Invoices for allowable expenses incurred for on-site workshops should be submitted within 5 days of completion of the workshop.

2. Untimely invoices may result in delayed payment for which the City/OIG is not liable. At a minimum, each invoice must include the following information and supporting documentation:

a. Invoices should contain the following information: inclusive dates covered by the invoice, descriptive summary of each task including the name of project staff

person and the amount of time for each task in 1/10 hour increments, total hours billed, hourly rates for each staff completing work, and invoice number.

b. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

3. The OIG has the sole right to approve or require changes to the form of the invoice. The OIG may require additional supporting documentation to be submitted with invoices.

**G. Records and Reporting.**

1. The Consultant will maintain all documents (in any form, whether written or electronic) relating or pertaining to this Agreement, including without limitation all ledgers, books, invoices, reports, correspondence, lists, notes, and memoranda, for the duration of this contract or agreement. All documents relating to this Agreement will be provided to the OIG at the conclusion of this Agreement.

2. The Consultant is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the OIG.

**H. Audit and Inspection.**

1. The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant 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. The Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

**I. Indemnity.**

1. To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Consultant, its agents, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement.

2. The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

## II. REPRESENTATIONS AND WARRANTIES.

### A. The Consultant represents and warrants to the City that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;
2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;
3. The Consultant is fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant or its employees in the performance of this Agreement;
4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair its performance of this Agreement;
5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement;
6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;
7. Any rate of compensation established for the performance of services under this Agreement is no higher than that charged to the Consultant's most favored customer for the same or substantially similar services;
8. The Consultant has read and fully understands this Agreement, including the RFP, and is executing this Agreement willingly and voluntarily; and
9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

**B. Convicted Felon Statement.** The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

**C. Non-Solicitation Statement.** The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

**D.** The Consultant acknowledges that the City/OIG is relying on these representations and warranties and the Consultant's expertise, skill, and knowledge and that Consultant's obligations and liabilities will not be diminished by reason of any approval by the City/OIG.

### III. THE CITY'S OBLIGATIONS.

#### A. Administration. The City will:

1. Administer this Agreement through the Office of Inspector General (OIG), which will assign or authorize work under this Agreement;
2. Provide the Consultant any documents deemed necessary for the Consultant's performance of any work required under this Agreement;
3. Provide the Consultant with project oversight, including developing evaluation objectives, reviewing and approving the Consultant's evaluation plan, determining milestones; and
4. Provide access to personnel to discuss the required services during normal working hours, as requested by the Consultant.

**B. Payment.** The City will make payments to the Consultant at the rate of compensation established in this Agreement within thirty (30) days of the receipt of the Consultant's certified invoices, except:

1. The City's obligation to pay is contingent upon the Consultant's: (a) submission of a complete and accurate invoice, including all required information and documents; (b) satisfactory performance of the services and conditions required by this Agreement;
2. The OIG, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
3. All compensation owed to the Consultant under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement.
4. The OIG is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the correction of errors or omissions of the Consultant; or the OIG is not expressly obligated to pay under this Agreement.
5. If this Agreement is terminated for any reason, the OIG will pay the Consultant only for the work requested by the OIG and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

### IV. COMPENSATION.

#### A. Rate of Compensation.

1. The Consultant shall charge the OIG at the rates outlined in their proposal to the OIG (Exhibit B).
2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the OIG in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Consultant's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The OIG will not consider or be obligated to pay or reimburse the Consultant any other charges or fees and the Consultant will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

4. The Consultant immediately will notify the OIG in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

**B. Maximum Amount.** The maximum amount payable under this Agreement in the initial term is THIRTY THREE THOUSAND DOLLARS (\$33,000); The maximum aggregate amount payable under this Agreement is ONE HUNDRED FOURTEEN THOUSAND Dollars (\$114,000).

## **V. DURATION AND TERMINATION.**

**A. Initial Term.** The initial term of this Agreement covers the effective date of the Agreement through December 31, 2014.

**B. Extension.** The OIG may extend the term this Agreement for no more than two (2) one (1) year periods pursuant to validly executed amendments, provided that:

1. Any extension of this Agreement is subject to and contingent upon the encumbrance of funds;

2. The OIG determines that the extension facilitates the continuity of services provided under this Agreement; and

3. The total duration of the Agreement, including the original term and any extensions, shall not exceed three (3) years.

**C. Termination for Convenience.** The OIG may terminate this Agreement at any time during the term of the Agreement by giving the Consultant written notice of the termination at least thirty (30) calendar days before the intended date of termination.

**D. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

**E. Termination for Cause.** The OIG may terminate this Agreement immediately for cause by sending written notice to the Consultant. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party

prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

**F. Suspension.** The OIG may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Consultant. The Consultant will resume work upon five (5) business day's written notice from the OIG.

## **VI. NON-DISCRIMINATION.**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of the Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C. Subcontracts.** There will be no subcontracts under this Agreement.

**D.** The OIG may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

## **VII. INDEPENDENT CONTRACTOR.**

**A. Independent Contractor Status.** The Consultant is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

**B. Exclusion of Worker's Compensation Coverage.** The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant 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) the Consultant 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) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

#### **VIII. NOTICE.**

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the OIG:

Nadiene Van Dyke  
Assistant Inspector General for Inspections & Evaluations  
Office of Inspector General  
City of New Orleans  
525 St. Charles Ave.  
New Orleans, LA 70130

2. To Vera Institute of Justice, Inc.:

Nicholas Turner  
President  
Vera Institute of Justice, Inc.  
233 Broadway, 12<sup>th</sup> Floor  
New York, NY 10279

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first

attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

## **IX. ADDITIONAL PROVISIONS.**

**A. Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**B. Order of Documents.** In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: this Agreement; RFP No. 7101-01613 (Exhibit A); the Consultant's proposal (Exhibit B).

**C. Ownership Interest Disclosure.** The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes of this provision, 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. If the Consultant fails to submit the required affidavits, the OIG may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**D. Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's otherwise satisfactory performance of the Agreement.

**E. Subcontractor Reporting.** There will be no subcontracts under this Agreement.

**F. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**G. Conflicting Employment.** To ensure that the Consultant's efforts do not conflict with the OIG's interests, and in recognition of the Consultant's obligations to the OIG, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the OIG in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The OIG will make the final determination whether the Consultant may accept the other employment.

**H. Non-Exclusivity.** This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the OIG's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**I. Assignment.** This Agreement and any part of the Consultant interest in it are not assignable or transferable without the OIG's prior written consent.

**J. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

**K. Jurisdiction.** The Consultant 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 Consultant.

**L. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**M. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**N. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

**O. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**P. No Third Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**Q. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**R. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such

noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**S. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**IN WITNESS WHEREOF**, the City and the Consultant, through their duly authorized representatives, execute this Agreement.

**CITY OF NEW ORLEANS**

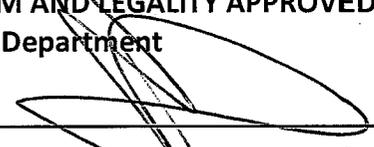
BY: 

MITCHELL J. LANDRIEU, MAYOR

6/30/14

**FORM AND LEGALITY APPROVED:**

Law Department

By: 

Printed Name: Julie P. Meyer

**VERA INSTITUTE OF JUSTICE, INC.**

BY: 

NICHOLAS TURNER, PRESIDENT AND DIRECTOR

13-1941027

CORPORATE TAX I.D.



## **EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL  
AND VERA INSTITUTE OF JUSTICE, INC.**

**RE: CONSULTING SERVICES FOR JUSTICE SYSTEM FUNDING EVALUATION**

**RFP NO. 7101- 01613**

**Request for Proposals**

**REQUEST FOR PROPOSALS  
CONSULTING SERVICES FOR JUSTICE SYSTEM FUNDING EVALUATION**

**RFP NO. 7101-01613**

**OFFICE OF INSPECTOR GENERAL  
CITY OF NEW ORLEANS**

## GENERAL INFORMATION

The Office of Inspector General (OIG) is New Orleans's sole governmental agency providing oversight. The OIG mission is to prevent and detect fraud and abuse and to promote efficiency and effectiveness in City of New Orleans (City) programs and operations.

The OIG exercises unlimited access to all documents and financial information pertaining to the functions, activities, processes, and operations conducted by City government. The OIG audits, evaluates, and inspects City programs and issues its findings in public reports that identify opportunities for improved performance and practical recommendations for change.

### 1. ADMINISTRATIVE INFORMATION

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#### 1.1 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the OIG Chief Procurement Officer as listed below.<sup>1</sup>

Mr. Devang Panchal  
Office of Inspector General  
525 St. Charles Avenue  
New Orleans, LA 70130  
[dpanchal@nolaoig.org](mailto:dpanchal@nolaoig.org)

The OIG will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Verbal inquiries are not permitted. Written inquiries must be received by **March 11, 2014 at 4:00 p.m. CDT**. The OIG reserves the right to modify the RFP should a change be identified that is in the best interest of the OIG. Official responses to all questions submitted by potential proposers will be posted by close of business on **March 13, 2014 at 4:00 p.m. CDT**:

<http://www.nolaoig.org/rfp>

Only the OIG Chief Procurement Officer has the authority to respond to proposer's questions. Communications with any other OIG staff regarding this RFP are prohibited and not binding.

#### 1.2 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	February 25, 2014
Deadline for receipt of written inquiries	March 11, 2014

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<sup>1</sup> All questions regarding this RFP should be sent to Mr. Devang Panchal and all proposal submissions must be sent to the City's Bureau of Purchasing (see Section 3.14 for additional details).

3. Name of the Primary Expert and summary of the expected assignments of any other staff who will provide services to the OIG
4. **TAB A** – Respondents shall submit a Statement of Expected Activity. This narrative description should summarize the expected activities and demonstrate a clear understanding of the issues directly relevant to the objectives of the project.
5. **TAB B** – Detailed resumes or curriculum vitae of Primary Expert and any additional staff assigned to this project
6. **TAB C** – Title and summaries of **three (3)** previous projects of a similar nature to that which is being solicited in this RFP
7. **TAB D** – **Two (2)** work products of a similar project produced by the Primary Expert.<sup>2</sup> This document will be considered public record unless it meets exceptions as defined by the Louisiana Public Records Law.<sup>3</sup>
8. **TAB E** – Contact information for **three (3)** project supervisors or managers of previous similar projects
9. **TAB F** – Respondents should submit completed versions of the following forms:
  - Completed Form A, “Certification Statement”
  - Completed Form B, “DBE Participation Plan”
  - Completed Form C, “Identification of Subcontractors”
  - Completed Form D, “Conflict of Interest Disclosure Affidavit”
  - Completed Form E, “Tax Clearance Authorization”
  - Completed Form F, “Fee Proposal”

### **2.3 RFP Addenda**

OIG reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. It is the responsibility of the proposer to check the website for addenda to the RFP, if any. Addenda, if any, will be posted **no later than March 13, 2014 at 4:00 p.m. CDT** at:

<http://www.nolaoig.org/rfp>

### **2.4 Waiver of Administrative Informalities**

The OIG reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

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<sup>2</sup> Tab D submissions may be omitted from the hard copy submission and included in the digital version only.

<sup>3</sup> La. R.S. 44:1 et seq.

### **2.11 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity that can officially rule on ethics issues.

### **2.12 Equal Employment Opportunity and Disadvantaged Business Enterprise (DBE) Participation.**

In all hiring or employment made possible by, or resulting from this Agreement, the consultant (1) will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

It is policy of the Office of Inspector General for the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation must submit with proposals a statement as to their agreement to abide by this nondiscrimination policy, and agreement not to discriminate based on social and economic disadvantage, race, color, sex, gender, disability or national origin. DBE status will be considered as one of the factors when proposals are evaluated. **If there are any subcontractors who will participate in this contract, the prospective Prime contractor must agree to use good faith efforts to provide an opportunity for duly qualified DBE firms to participate.** Good faith effort will be satisfied by notification of the subcontract opportunity to all DBE qualified vendors registered with the City of New Orleans who provide services sought by the Prime contractor.

### **2.13 Non-Discrimination.**

The consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS or HIV-status against (1) any employee of the City working with the consultant in any of consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the consultant. The consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

### 3. EVALUATION AND SELECTION

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#### 3.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, designated by the OIG, which will determine the proposal most advantageous to the OIG, taking into consideration the evaluation factors set forth in the RFP as well as price. The evaluation team will consist of **three (3)** OIG staff members.

#### 3.2 *Administrative and Mandatory Screening*

The OIG Chief Procurement Officer will open the proposals in the presence of at least one witness. At the opening of proposals, the OIG Chief Procurement Officer will prepare a register of proposals, including the name of each offeror.

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

#### 3.3 *Evaluation and Review*

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

The OIG selection committee shall convene an open meeting in the Department of Purchasing (1300 Perdido Street, Ste. 4W07, New Orleans, LA 70112), consistent with the requirements of La. R.S.42:4:1 et seq., to evaluate proposals and determine the most advantageous proposal.

Upon receipt by the due date of responses to this RFP by qualified firms, the selection committee will evaluate all responses received based upon the criteria listed herein below:

#### Quality – 75%

- *First Importance* – Soundness of approach: comprehensive, efficient, and methodologically sound proposal for completing work outlined in Scope of Services in the Statement of Expected Activity (**Tab A**);
- *Second Importance* – Specialized experience of Primary Expert and affiliated entity conducting similar analyses of justice operations/funding issues and relevant experience as a professional serving in the justice system;
- *Third Importance* – Quality of work samples based on **two (2)** work products produced by the Primary Expert;
- *Fourth Importance* – Capability of providing consistent, timely, high-quality services, as determined by information requested from **three (3)** references;
- *Fifth Importance* – DBE participation.

## ATTACHMENT I: SCOPE OF SERVICES

In a recent study of the New Orleans criminal justice system, the Public Financial Management Group (PFM) noted that “approximately \$300 million annually [is] expended in local, state, federal, grant and self-generated dollars on a system that employs more than 3,200 full-time employees or equivalents.” PFM further noted that these numbers did not include all revenues and expenditures, and even the readily accessible financial information they examined has not been “reflected in any ... single source document.” Indeed, City officials and citizens do not know exactly what the system costs, and they have very little information about how these tax dollars are spent.

The Office of Inspector General (OIG) has received funding from a private foundation to conduct a Justice System Funding (JSF) Evaluation. The funding provided OIG with the ability to obtain assistance from outside consultants with expertise related to justice system funding issues. **Funding for the 2014 contracted period of the consulting services contract shall not exceed \$33,000.<sup>6</sup> The contract may be renewed for up to two additional years, subject to review of the selected contractor’s performance. The total grant funding available for consulting services shall not exceed \$114,000 over a three-year period.**

The OIG’s JSF Evaluation includes financial inspections of all New Orleans and Orleans Parish criminal justice agencies that receive financial and/or in-kind support from the City of New Orleans. OIG staff will inspect each agency and will document all available sources of revenue and expenditures for at least one fiscal year. The evaluation will include funding inspections of the following agencies: Orleans Parish Sheriff’s Office, New Orleans Police Department, Municipal Court, Traffic Court, Civil District Court, Criminal District Court, Clerk of Criminal District Court, First and Second City Courts, Constables of First and Second City Courts, Clerks of First and Second City Courts, District Attorney’s Office, City Attorney’s Office, Orleans Public Defenders, Coroner’s Office, Juvenile Court, and the Youth Study Center.<sup>7</sup>

After completing the inspections, the OIG will produce a compendium of findings and recommendations that includes strategies and procedures for system-wide justice funding, planning, and opportunities for cost-effective collaborative decision making and best practices.

The OIG seeks proposals from experts in judicial systems operations and administration, analysis, and funding. The scope of services to be provided by the responding individual or firm includes, but is not necessarily limited to, the following:

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<sup>6</sup> The first period of the consulting service contract expires on December 31, 2014. The duration of any subsequent contract renewals will be one year.

<sup>7</sup> To date, I&E staff have completed an inspection of the Orleans Parish Sheriff’s Office. Inspections of the New Orleans Police Department, Municipal Court, and Traffic Court are currently in progress.

wide evaluation of justice system funding in New Orleans.<sup>9</sup> The resulting work plan will be written by OIG personnel at the conclusion of the collaborative process and will outline the overall evaluation project's scope, goals and objectives, and describe the methodologies I&E staff will use for conducting the analyses of the New Orleans justice system agencies.

**2. Ongoing consulting services to I&E staff.** The consultant(s) will provide expert advice and feedback on individual agency funding inspections and provide guidance and advice to I&E staff in their efforts to complete the work plan. The workload will vary throughout the project, and the consultant's time commitment will vary accordingly, averaging 5-10 hours per week. **The selected consultant will be compensated for these services on an hourly basis; however, all time billed must be in increments of 1/10 hour.**

**I. Work Products to be attached as appendices to the OIG report**

No documents, workpapers, analyses, reports, etc. produced by the consultant shall be attributed to or used in any publicly released document without written approval from the selected consultant.

**II. Payment Schedule**

Invoices for payment should be submitted upon completion of an on-site consultation in New Orleans or for hourly consultation on a monthly basis. Invoices should include descriptive detail of the consultative work completed, the number of hours devoted to specific consulting activities, the hourly rate, the person(s) completing the work, the total number of hours, and the total cost.

**III. Evaluation and Performance Measures**

The selected consultant's performance will be monitored and evaluated based on the following performance criteria:

**Timeliness and Responsiveness** – The selected consultant will be expected to return all OIG phone calls and/or email communication within forty-eight (48) hours. OIG and consultant will develop mutually agreed upon deadlines and penalties for specific deliverables or technical assistance as appropriate. Consultant's failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice.

**Technical Competence and Expertise** – The individuals assigned to this project and their associated rates of pay listed on invoices must be consistent with the proposal as submitted and agreed to by OIG in advance.

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<sup>9</sup> Minimum of one (1) two-day meeting with OIG staff in New Orleans to develop work plan; additional on-site visits are optional and subject to mutual agreement between OIG and the selected consultant.

5. Cooperate with the OIG and any person performing work for the OIG.

OIG officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

**B. Standards.** The Consultant, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the Quality Standards for Inspections, Evaluations, and Reviews by Offices of Inspector General as outlined in the *Principles and Standards for Offices of Inspector General for Inspections, Evaluations, and Reviews* published by the Association of Inspectors General, 2004.

**C. Compliance with Laws.** The Consultant, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

**D. Schedule.**

1. The Consultant will perform all work under this Agreement according to the schedule outlined in **RFP No. 7101-01613.**

2. The OIG has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.
3. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement.

**E. Invoices.**

1. The Consultant will submit invoices for work performed under this Agreement to the OIG no later than ten (10) calendar days following the completion of the end of the month. Untimely invoices may result in delayed payment for which the City/OIG is not liable. At a minimum, each invoice must include the following information:

- a. Description of the work completed, the hours spent, the hourly rate, total amount invoiced to date;
- b. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

2. Invoices will be processed upon OIG's written acknowledgement of receipt of the satisfactory work products.

3. The OIG has the sole right to approve or require changes to the form of the invoice. The OIG may require additional supporting documentation to be submitted with invoices.

4. The selected consultant will be expected to return all OIG phone calls and/or email communication within forty-eight (48) hours. OIG and consultant will develop mutually agreed upon deadlines and penalties for specific deliverables or technical assistance as appropriate. Failure to meet any deadline must be explained in writing within 3 business days; said notice must include a plan of corrective action and an updated timeline. When possible, any foreseeable delays should be communicated to the OIG before deadlines. All delays are subject

Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

## II. REPRESENTATIONS AND WARRANTIES.

A. The Consultant represents and warrants to the City that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Consultant is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, its employees, or its subcontractors in the performance of this Agreement;

4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;

5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City/OIG and incorporated into this Agreement;

6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;

8. The Consultant has read and fully understands this Agreement, including the RFP, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

B. **Convicted Felon Statement.** The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding five years, been

**B. Payment.** The City will make payments to the Consultant at the rate of compensation established in this Agreement within thirty (30) days of the receipt of the Consultant's certified invoices, except:

1. If any payment is withheld according to the payment schedule as outlined in "**Section I - E. Invoices**" described above;

2. The City's obligation to make any payment is contingent upon the Reference's: (a) submission of a complete and accurate invoice, including all required information and documents; (b) satisfactory performance of the services and conditions required by this Agreement, including, without limitation, satisfactory deliverables, reports, affidavits, and insurance;

3. Unless specifically authorized by a validly executed amendment, the City/OIG is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that:

- a) Exceed the maximum aggregate amount payable established by this Agreement;
- b) Are beyond the scope or duration of this Agreement;
- c) Arise from or relate to the any change order within the scope of the Agreement;
- d) Arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or
- e) The City is not expressly obligated to pay under this Agreement.

4. The OIG, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.

5. If this Agreement is terminated for any reason, the City will pay the Consultant only for the work requested by the OIG and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

#### **IV. COMPENSATION.**

##### **A. Rate of Compensation.**

The Consultant's compensation for the performance of work under this Agreement will be \$\_\_\_\_\_.

This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the OIG in accordance with the terms and conditions of this Agreement. The stated compensation is inclusive, and includes no additional amounts for, the Consultant's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement.

or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Disadvantaged Business Enterprise (DBE) Participation.** It is policy of the Office of Inspector General for the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation must submit with proposals a statement as to their agreement to abide by this nondiscrimination policy, and agreement not to discriminate based on social and economic disadvantage, race, color, sex, gender, disability or national origin. DBE status will be considered as one of the factors when proposals are evaluated. **If there are any subcontractors who will participate in this contract, the prospective Prime contractor must agree to use good faith efforts to provide an opportunity for duly qualified DBE firms to participate.** Good faith effort will be satisfied by notification of the subcontract opportunity to all DBE qualified vendors registered with the City of New Orleans who provide services sought by the Prime contractor.

**C. Non-Discrimination.** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**D. Incorporation into Subcontracts.** The Consultant will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**E.** The OIG may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

All changes of address or recipient(s) must be provided to each party in a writing that specifically identifies this Agreement. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OIG and the Consultant.

**B. Receipt of Notices.** Notices are effective upon receipt at the address specified above. Any notice sent but not received by or delivered to the intended recipient because of any refusal or evasion of delivery shall be deemed effective on the date of the first attempted delivery.

## **IX. ADDITIONAL PROVISIONS.**

**A. Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**B. Order of Documents.** In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the Request for Proposals (RFP).

**C. Ownership Interest Disclosure.** The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes of this provision, 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. If the Consultant fails to submit the required affidavits, the OIG may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**D. Subcontractor Reporting.** The Consultant will provide a list of all natural or artificial persons who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the OIG. For any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the OIG, the Consultant must provide notice to the OIG within 30 days of retaining that subcontractor. If the Consultant fails to submit the required lists and notices, the OIG may, after 30 days' written notice to the Consultant, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

**E. Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Consultant pursuant to this Agreement without regard to Consultant's

unenforceable provision was never a part the Agreement.

**O. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**P. No Third Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**Q. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**R. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**S. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

[SIGNATURES MAY BE CONTINUED ON NEXT PAGE]

## CERTIFICATION STATEMENT

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The OIG requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (    ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the OIG to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
3. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. Date of execution can be extended by mutual agreement of contractor and OIG.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

SIGNATURE of Proposer's Authorized Representative	DATE
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## Section II. DBE Participation Plan

The following goals are established for the term of the proposed contract. Percentages may be rounded to nearest percent.

1. a. Total Contract Value \$ \_\_\_\_\_ (Estimate if necessary)
- b. Total Subcontracted \$ \_\_\_\_\_ % of 1.a.  
(Inclusive of all planned subcontracting to all businesses, regardless of size)

2. The following dollars and percentage goals are applicable to the contract cited above.

- a. Certified SLDBE \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are certified as a State & Local Disadvantaged Business Enterprise (SLDBE) through the City of New Orleans, Sewerage & Water Board of New Orleans, Harrah's Jazz Casino or the New Orleans Aviation Board. You can find the most recent list of certified SLDBE firms at <http://new.nola.gov/economic-development/supplier-diversity/primes/>. You may also contact the Office of Supplier Diversity via e-mail at [supplierdiversity@nola.gov](mailto:supplierdiversity@nola.gov) to request a copy of the list.

- b. Certified LAUCP DBE \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are certified as a DBE through the Louisiana Department of Transportation's Unified Certification Program. You can search for certified LAUCP DBE firms at <http://www8.dotd.louisiana.gov/ucp/>.

- c. Local \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who have a significant local presence. Significant local presence is defined as Maintenance of a business office in Orleans Parish, St. Bernard Parish, Plaquemines Parish, or Jefferson Parish with one or more of the business's employees regularly based therein. A location used solely as a post office box or mail center and/or telephone message center, with no substantial work function, shall not be construed to be a significant local presence.

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ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED

**CITY OF NEW ORLEANS OFFICE OF INSPECTOR GENERAL**  
**IDENTIFICATION OF SUBCONTRACTORS**

STATE OF \_\_\_\_\_

PARISH / COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, came and appeared \_\_\_\_\_, who, being first duly sworn, deposed and said that:

1. He/She is the \_\_\_\_\_ and authorized representative of \_\_\_\_\_, hereafter called "Contractor."

2. The Respondent submits the attached proposal in response to City of New Orleans Proposal # \_\_\_\_\_.

3. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Respondent's work for the City. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project they must be promptly identified to the City User Department within 48 hours of the change. The official change may not take place unless and until the City provides its written approval.

\_\_\_\_\_  
Person(s) and Company Name (if applicable)

\_\_\_\_\_  
Contractor Representative (Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Address)

Sworn to and subscribed before me, in \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Identification/Bar Roll Number

# CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

REAL ESTATE TAX NUMBER:

PERSONAL PROPERTY TAX NUMBER:

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

**BUREAU OF REVENUE (Room 1W15)**

This clearance covers Occupational License and Sales/Use taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer IS NOT delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20\_\_\_\_. The above clearance may be revoked for failure to pay sales tax.

**BUREAU OF TREASURY (Room 1W37)**

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer IS NOT delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20\_\_\_\_.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE

DATE

## **EXHIBIT B**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL  
AND VERA INSTITUTE OF JUSTICE, INC.**

**RE: CONSULTING SERVICES FOR JUSTICE SYSTEM FUNDING EVALUATION**

**RFP NO. 7101- 01613**

**Proposal Submitted by Vera Institute Of Justice, Inc.**

**RFP Number 7101-01613**

**Vera New Orleans**

**Proposal Information**

**1. Respondent's Name**

**The Vera Institute of Justice**

233 Broadway, 12<sup>th</sup> Floor

New York, NY 10279

Tel: (212) 344-1300

**2. Assigned staff office**

**Vera New Orleans**

546 Carondelet St.

New Orleans, LA 70126

Tel: (504) 593-0937

**3. a. Primary Expert**

**Jon Wool, Director**

**Vera New Orleans**

Mr. Wool, with nearly 19 years of experience working with criminal justice systems, will provide supervision, direction, and focus for this project. In addition to supervising the other staff, Mr. Wool will directly provide expertise on justice system funding best practices, evidence-based practices on case process and case flow, advising on rational and constitutional justice system funding practices, performance measurement, defining areas of investigation for each justice system actor, local justice system intricacies, developing a compendium of recommendations, and advising staff of the Office of the Inspector General on encouraging system actors to fully participate in the creation and implementation of new funding practices.

**RFP Number 7101-01613**

**Vera New Orleans**

**Tab A - Statement of Expected Activity**

**Executive Summary**

The New Orleans Office of the Vera Institute (Vera/NOLA) is pleased to offer this proposal in response to the Office of Inspector General's request for Consulting Services for Justice System Funding Evaluation. Our experience will be used to (1) provide technical assistance in the area of justice system funding (JSF) assessment, (2) assist with the design of a compendium of recommendations about New Orleans JSF, and (3) assist with the development of goals and a strategic plan that will facilitate an efficient evaluation project. These three goals will be met through in-person workshops, memos providing specific guidance on a range of topics, weekly in-person scheduled consultations, and telephone or in-person check-ins as needed by the Office of the Inspector General (OIG). Vera/NOLA director Jon Wool, the Primary Expert (PE) for the services to be provided, has nearly 19 years of professional experience in the field of criminal justice and will supervise a strong team of staff members with a combined experience of more than 20 years in criminal justice system analysis, finance, data collection, and performance management.

**Overview of Expertise**

Our consultation team has an expertise in criminal justice system funding that is both national and local in scope, as illustrated through the resumes provided in Tab B of this proposal. PE Jon Wool has worked in the field of criminal justice for nearly 19 years, with a strong background in policy research, system evaluation, and, most importantly, New Orleans JSF. He is widely respected as a local criminal justice expert, consulting with the City of New Orleans, the Office of the Inspector General, the District Attorney's Office, the Orleans Public Defenders, with external consultants performing analyses of system activities, and with various community-based organizations. He will be supported by Johnetta Pressley, Senior Program Associate, who has six years of experience working within the New Orleans Criminal Justice system, specifically with performance management, system and program planning and design, and fundraising for innovative problem-solving strategies. Christian Henrichson, Senior Policy

courts—often cut across a variety of departmental budgets, while funding comes from many different sources as well. Additionally, one system actor may have information that is relevant for another actor. In Los Angeles County, the District Attorney’s Office had the best procedural information for analyzing the Court’s effectiveness and efficiency. Our experience on case process and case flow will lead to any number of recommendations based on local context, for example, limiting continuances or one judge for all cases with one defendant. Our experience working through difficulties with data in terms of sources, cross-referencing, accuracy, quality controls, and general analysis will be instrumental in meeting our objectives for this goal area.

### Goal 1: Methodology

Vera’s approach to collecting information about costs is to develop a framework to identify the necessary data and sources, and use structured quality assurance protocols that we have developed to ensure accuracy as the data are collected. First, we verify that the cost and case flow data are internally consistent. For instance, we will check whether an agency’s total salary and benefits costs align with expectations based on their Full Time Equivalents or we might cross reference police arrest register data with information from the Clerk of Court. Second, we benchmark the data with other published sources for the subject jurisdiction, data for prior years, or with analogous comparison jurisdictions. Although variances with other published data, or comparable jurisdictions, do not definitively indicate that the data are inaccurate, this method can be used to flag areas for follow-up. Third, we solicit the input of government stakeholders on our draft analyses; this enhances the quality of the product because it provides yet another opportunity to catch errors. Furthermore, seeking the deeper involvement of government stakeholders may enhance their ownership of the analysis.

We take a similarly structured approach when analyzing funding and expense data. The key task when interpreting these data is to determine the factors that drive costs and study how these trends align with the related performance and workload metrics. For instance, should the cost of incarceration outpace growth in the inmate population, it is necessary to identify how the new resources were being spent.

It is generally advisable to study costs and case flow over a multi-year period because the costs in a single year may be misleading—if they happen to be driven by, for example, a large one-time payment or, from the case flow perspective, a unique set of circumstances in staffing or

## **Goal Area 2: Assist with the design of a compendium of recommendations about New Orleans justice system funding**

### Goal 2: Objectives

This goal area focuses on the provision of advice and expertise throughout the process of developing a compendium of recommendations. Our objectives will be to advise the OIG on rational and constitutional JSF practices, to assist with the development of strategies and procedures for system-wide funding, to assist with the development of budget models based on best practices, and to assist with conducting an analysis of return on investment.

### Goal 2: Methodology

Vera/NOLA recommends beginning with background research on constitutional and rational JSF practices, including governing US and Louisiana Constitutional law and state and local statutes. Next, it is recommended that these principals be applied to the analysis of JSF through the assessment process, developing procedures to maintain benefits and reduce costs while ensuring quality checks against laws and best practices. As they develop, recommendations should be grouped by phases of change and then also grouped by responsible actor. Cross-referencing these groupings and studying the interaction across actors may reveal new recommendations or procedures to improve the compendium overall.

Mr. Wool's experience with providing background research on constitutional and rational practices for the Orleans Parish District Attorney's Office and the Orleans Public Defenders has been instrumental in guiding how justice system actors make changes to JSF in New Orleans. Additionally, Mr. Henrichson will be able to assist with the interpretation of information from Vera's online Cost-Benefit Analysis (CBA) Knowledge Bank; provide valuable insight into the process of developing such an analysis in the New Orleans context; and make recommendations about budget models based on his seven years of experience in the New York Office of Management and Budget.

### Goal 2: Expected Activities

The initial workshop to take place at the beginning of the consultation period will review these general principals and provide case studies for discussion. Still, we expect that another

Vera/NOLA has, with a great degree of success, created an alliance of justice system actors to foster ownership and help institutionalize change over time.

We will use several principles of applied systems theory to guide this process, including mapping of processes with contingencies and timelines, an analysis of sequencing, identification of patterns and trends, determining root causes of events and processes, and techniques for identifying potential errors or inefficiencies in procedures. To facilitate the development of an inclusive process, we will work to identify opportunities for collaboration at all phases of work plans, providing messaging and outreach strategies consistent with standard communication practices. As director of the New Orleans Office, the PE has overseen the process from development to implementation of all of these initiatives and has valuable insights into troubleshooting implementation difficulties and ensuring the integrity of products while adjusting for local realities. In addition to her current portfolio of projects at Vera/NOLA, Ms. Pressley has managed the development, design, and implementation processes of several criminal justice-based initiatives, including projects at the Orleans Public Defenders and the Office of Criminal Justice Coordination for the City of New Orleans. Their combined experience with criminal justice system improvement implementation will be a valuable asset in this goal area of consultation.

### Goal 3: Expected Activities

A core part of the second day of the initial workshop will be to review templates and organizational strategies with OIG staff, helping to review components that ensure efficiency, timeliness, and team quality checks for the work to be performed. During this process, Vera/NOLA will assist the OIG team with developing work plan templates and design formats that suit the unique skills, talents, and working patterns of OIG team members while maintaining the rigor and attention to detail that is required for all planning and assessment processes. The resulting work plans will be both uniform to ensure quality over time and flexible so that any unforeseen events, procedures, and difficulties may be incorporated into the planning process. This portion of the workshop will also provide information about engagement strategies and ways to ensure meaningful actor ownership and assistance. Our more than 10 years of combined experience with implementing innovative strategies in a challenging environment will be used to

### **Scheduled Weekly Meetings**

Vera/NOLA firmly believes in the productivity of regular meetings to facilitate a long and complicated development, design, and implementation process. Brief, regularly scheduled weekly meetings between OIG team members and Vera/NOLA staff will be essential to increasing the effectiveness of communication between the consulting team and the client, decreasing the likelihood of errors or required adjustments, and maintaining discipline and timeliness in the work products of both entities to ensure quality products. Discursively, such meetings also facilitate the work process by acclimating a working team to each others' strengths and areas of support and providing observation opportunities for our team to better understand how to assist the OIG with this endeavor.

### **Ongoing Consulting Services**

Although we are confident that the three expected activities above will greatly increase the efficiency and productivity of the consultation process, we are aware of the need to be available for smaller information requests or conversations in a timely manner. As we have in the past for the Office of the Inspector General and other agencies requiring rapid turnover for analysis and consultation services, Vera/NOLA will make use of our team approach and wealth of background information already available to respond within 48 hours to information requests from the OIG, either with the information requested or with a timetable for a more in-depth response. Vera/NOLA will also provide memos and other written documentation as required to describe background information, provide analysis, and track progress of the evaluation project and consultation services.

### **Hourly Consulting**

We have divided our hourly consulting into three general goal areas for work. Following this description, there will be tables describing the hourly cost by staff member. We are offering 200 hours of consulting services over the course of 8 months at a cost of approximately \$113/hour and 25 hours per month.

- Goal Area 1 - Provide technical assistance in the area of justice system funding assessment

Vera New Orleans is offering a total of 100 hours of consultation services for this, the most intensive goal area.

- Goal Area 2 - Assist with the design of a compendium of recommendations about New Orleans justice system funding

Because of the addition of a second workshop, we are anticipating that the amount of hourly consulting will be much less for this goal area and so we have estimated 45 hours of consulting.

- Goal Area 3 - Assist the OIG with the development of goals and a strategic plan that will facilitate an efficient evaluation project

The substance of this goal area will be a significant portion of the second day of the first workshop offered. Additionally, much of this work is process facilitation and we expect to be able to assist quickly and efficiently. We have allotted 55 hours total for this goal area.

<b>Jon Wool</b>	Hours	\$155.11/hr
Goal Area 1	25	\$3,877.75
Goal Area 2	15	\$2,326.65
Goal Area 3	10	\$1,551.10
<b>Johnetta Pressley</b>	Hours	\$80.18/hr
Goal Area 1	30	\$2,405.40
Goal Area 2	10	\$801.80
Goal Area 3	45	\$3,608.10
<b>Christian Henrichson</b>	Hours	\$134.21/hr
Goal Area 1	35	\$4,697.35
Goal Area 2	20	\$2,684.20
Goal Area 3	0	\$0.00

Consulting Services for Justice System Funding EvaluationFee Proposal

ACTIVITY	Primary Expert Rate	Additional Staff Rate
Preparation for initial two day on-site consultation with OIG Inspections and Evaluation staff	\$155.11 / hr 5 hrs \$775.55	\$89.19 / hr 18 hrs \$1605.33
Hourly rate for ongoing consulting services	\$155.11 / hr 62 hrs, \$9616.82	\$99.59 / hr 166 hrs, \$16,532.27
Total cost for two day on-site consultation in New Orleans, including all travel expenses (Two days).  Please submit an itemized breakdown of how this cost proposal was calculated.	\$155.11 / hr 10 hrs \$1,551.10	\$98.19 / hr. 15 hrs. \$1,350.50 travel \$ 2,823.35

- The fees in this proposal include all firm overhead and profit and all costs except specific expenses allowable under this contract.
- All activities eligible for payment must be itemized and documented on invoices. Only reasonable costs as allowed under the terms of the contract will be paid by the OIG.
- All time must be billed in increments of 1/10 hour and detailed by date/time/task/rate/total cost on the invoice submitted to OIG.

K14-1045

**AMENDMENT NO. 1 PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL  
AND  
VERA INSTITUTE OF JUSTICE, INC.**

**CONSULTING SERVICES/JUSTICE SYSTEM FUNDING EVALUATION/ BCM GRANT  
RFP No. 7101-01613**

THIS AMENDMENT is made and entered into this 10th day of December, 2014, by and between the City of New Orleans, through the office of the Inspector General, represented by its Mayor, Mitchell J. Landrieu (the "City") and the Vera Institute of Justice, Inc. represented by Nicholas Turner, its President (the "Contractor").

WHEREAS, the City and Contractor entered into a professional services agreement (K14-425) on June 30, 2014, for Contractor to render professional services including technical assistance and other consulting services regarding the OIG's evaluation of funding of the criminal justice system in Orleans Parish (the "Agreement");

WHEREAS, the City and Contractor, each having authority to do so, now desire to amend the Agreement for the first time to extend the term of the Agreement, as contemplated by Section V(B) of the Agreement.

NOW THEREFORE, the City and Contractor, for the consideration and under the conditions set forth, agree as follows:

1. **Extension.** The Agreement is extended for one year, through December 31, 2015.
2. **Compensation.** The Agreement is amended to provide that the City shall pay the Contractor up to \$50,000 (Fifty Thousand Dollars and Zero Cents) in 2015 during the term of this Amendment. The Maximum aggregate compensation payable under this agreement remains unchanged.
3. **Convicted Felon Statement.** Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement.** Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Contractor has not paid or agreed to pay any person, other

Page 1 of 2

than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. **Audit and Oversight.** Contractor agrees to be bound by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Contractor 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 Contractor agrees that he is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. **Non-Waiver.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

**CITY OF NEW ORLEANS**

BY: \_\_\_\_\_

MITCHELL J. LANDRIEU, MAYOR 12/10/14

FORM AND LEGALITY APPROVED:

Law Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*Julie P. Meyer*

**VERA INSTITUTE OF JUSTICE, INC.**

BY: \_\_\_\_\_

*Karen Goldstein*

CTOR

KAREN GOLDSTEIN, VICE PRESIDENT / GENERAL COUNSEL

K15-1097

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
THE CITY OF NEW ORLEANS  
OFFICE OF INSPECTOR GENERAL  
AND  
VERA INSTITUTE OF JUSTICE, INC.  
CONSULTING SERVICES/JUSTICE SYSTEM FUNDING EVALUATION/ BCM GRANT  
RFP No. 7101-01613

THIS AMENDMENT is made and entered into this 14 day of ~~DECEMBER~~ 2015, by and between the City of New Orleans ("City")/Office of Inspector General and the Vera Institute of Justice, Inc. (the "Contractor").

WHEREAS, the City and Contractor entered into a professional services agreement (K14-425) on June 30, 2014, for Contractor to render professional services including technical assistance and other consulting services regarding the OIG's evaluation of funding of the criminal justice system in Orleans Parish (the "Agreement");

WHEREAS, the City and Contractor extended the Agreement for one year through December 2015 (K14-1045);

WHEREAS, the City and Contractor, each having authority to do so, now desire to amend the Agreement for the second time to extend the term of the Agreement, as contemplated by Section V(B) of the Agreement.

NOW THEREFORE, the City and Contractor, for the consideration and under the conditions set forth, agree as follows:

1. **Extension.** The Agreement is extended for one year, through December 31, 2016.
2. **Maximum Compensation.** The maximum aggregate compensation payable remains unchanged.
3. **Convicted Felon Statement.** Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement.** Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Contractor has not paid or agreed to pay any person, other

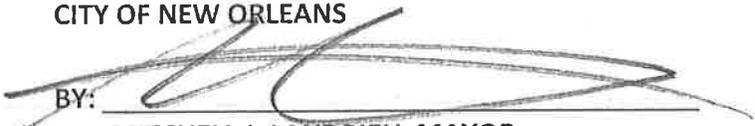
than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. **Audit and Oversight.** Contractor agrees to be bound by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Contractor 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 Contractor agrees that he is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

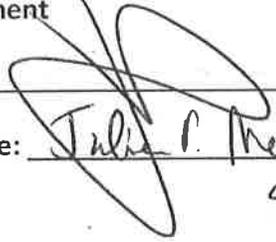
6. **Non-Waiver.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

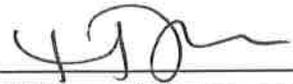
CITY OF NEW ORLEANS

BY:   
MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:  
Law Department

By:   
Printed Name: Julie P. Meyer

VERA INSTITUTE OF JUSTICE, INC.

BY:   
NICHOLAS TURNER, PRESIDENT AND DIRECTOR

