

City's response to EFIT RFLI Questions from Jeffrey Schlanger

Statement of Work

1. Can the City provide exemplars of acceptable redacted investigative files in each of the categories called out for pricing, if possible broken down by the categories delineated on the pricing sheet?

The City is currently revising the investigative process and forms, and thus the requested data would not be helpful.

2. Can the City provide the number of Level 2 investigations conducted by APD IA in 2019 and 2020?

In 2019, force was not defined by level, so the data is only available for 2020. (TA = Tactical Activation)

Row Labels	Active	Active / Forwarded	Completed	Forwarded	Suspended	Grand Total
Level 2	216	1	216	9	1	443
Level 2 TA	14		11			25
Grand Total	230	1	227	9	1	468

3. Can the City provide the number of Level 3 investigations conducted by APD AI in 2019 and 2020?

In 2019, force was not defined by level, so the data is only available for 2020. . (TA = Tactical Activation)

Row Labels	Active	Completed	Forwarded	Suspended	Grand Total
Level 3	50	64	7	1	122
Level 3 TA	9	10			19
Grand Total	59	74	7	1	141

4. Can the City provide the days to completion for a Level 2 investigation in 2019 and 2020?

See the table for 2020 data. Different policies controlled in 2019, making the 2019 data irrelevant.

The table below includes data for all Level 2 and Level 3 Cases, including TAs, ERTs, and OISs. The data do NOT include the date of the call-out. Standard Deviation is included to demonstrate the high amount of variability in these measures.

Row Labels	Average Calendar Days	Standard Deviation of Calendar Days (measure of variability)	Average Actual Days Worked	Standard Deviation of Actual Days Worked (Measure of Variability)
Level 2	15.71	17.77	9.31	5.06
Level 3	19.52	19.58	10.10	6.37
Grand Total	16.64	18.22	9.50	5.39

“Calendar Days” is the total number of days that passed between the date on which the detective began working on a case and the date on which the detective routed the case up the chain of command for review.

“Actual days” is the number of *distinct dates* the detective indicated as having done any amount of work on a case. For example, if the detective indicated that he worked on case 20-1234567 for two hours on 3/15, and again on 3/18 for eight hours, that counts as two actual days.

- Can the City provide the days to completion for a Level 3 investigation in 2019 and 2020?

See the above table for 2020 data.

- Can the City provide the approximate number of manhours for investigation of a Level 2 investigation in 2019 and 2020, if possible, broken down by the categories delineated on the pricing sheet?

Although we provide the data below, we request candidates use their expertise in investigations to determine an appropriate number of hours for completing these investigations.

Data are only available for investigations conducted in 2020. These hours do NOT include time on the original call-out.

Row Labels	Average Total Hours	Standard Deviation (measure of variability)	Sample Size
ERT	121		1
TA	86.98	57.28	5
Other Level 2	61.25	35.98	83
Grand Total	63.37	37.80	89

- Can the City provide the approximate number of manhours for supervisory time of a Level 2 investigation in 2019 and 2020, if possible, broken down by the categories delineated on the pricing sheet?

This data is unavailable. We request candidates use their expertise in investigations to determine the appropriate number of hours for completing these investigations.

8. Can the City provide the approximate number of manhours for investigation of a Level 3 investigation in 2019 and 2020, if possible, broken down by the categories delineated on the pricing sheet?

Although we provide the data below, we request candidates use their expertise in investigations to determine an appropriate number of hours for completing these investigations.

Data are only available for investigations conducted in 2020. These hours do NOT include time on the original call-out.

Row Labels	Average Hours	Total	Standard Deviation (measure of variability)	Sample Size
ERT	147.75			1
OIS	119		55.15	2
OIS&TA	145			1
TA	45.28		36.41	3
Other Level 3	60.73		42.80	22
Grand Total	69.06		47.94	29

9. Can the City provide the approximate number of manhours for supervisory time of a Level 3 investigation in 2019 and 2020, if possible, broken down by the categories delineated on the pricing sheet?

This data is unavailable. We request candidates use their expertise in investigations to determine the appropriate number of hours for completing these investigations.

10. What is the backlog of Level 2 and Level 3 cases currently in APD IA?

The EFIT contractor will not be working on the backlog, so this data will not be provided.

11. Does the City anticipate that because of any backlog APD IA investigators will be working on the backlog as opposed to current cases, thereby making it more likely that the provisions of Exhibit A Paragraph 18 would be invoked?

No.

12. How will EFIT responding investigators be notified of a call out?

Either by the Emergency Control Center or by the IAFD supervisor.

13. Will transportation to and from scenes of Level 2 and Level 3 uses of force be provided by APD, assuming responding EFIT investigators are within City limits?

EFIT personnel will be responsible for their own transportation to and from scenes.

14. How will body worn camera video, 911 calls and dispatch tapes and transcripts be shared with

EFIT.

The Administrator and APD can agree to protocols for sharing information once the Administrator is selected.

15. Will the EFIT team have remote access to instances of evidence.com, IA Pro, and BlueTeam?

Yes, as necessary, agreed, and set forth in a protocol once the Administrator is selected.

16. In the case of EFIT being the primary investigator will body worn recording equipment be provided to EFIT personnel?

Yes, as necessary, agreed, and set forth in a protocol once the Administrator is selected.

17. Will direct access to an officer's prior use of force history and training be accessible, or otherwise provided?

Yes, as necessary, agreed, and set forth in a protocol once the Administrator is selected.

18. Can you confirm my understanding that the only misconduct cases referred to in paragraph 4 of the RFLI, are those arising directly out of use of force cases and pertaining only to misconduct of an APD IA investigator or supervisor?

In addition to the circumstances set forth in the question, there is a potential for investigation by EFIT of misconduct by other officers on-scene at the time of the use of force.

19. Can the City clarify what "misconduct investigations" are being referred to in Exhibit A paragraph 17?

The misconduct investigations are those referenced in the Stipulated Order and in response to question 18.

20. Does the City expect that interviews with civilian witnesses will, in circumstances where the EFIT is acting as primary investigator, be conducted by the EFIT Investigator?

Yes.

21. Will credentials of some sort be issued to EFIT personnel?

Yes, as necessary, agreed, and set forth in a protocol once the Administrator is selected.

Pricing

22. Can you confirm my understanding that there are two basic scenarios under which the EFIT Administrator and team can be involved in a specific Level 2 or Level 3 use of force case:

- a. As what I would term an "Advisor," under paragraphs 12 and 13 of Exhibit A to the RFLI in which, as described in paragraph 15, "EFIT investigators shall advise, guide, direct, mentor and conduct a written assessment of APD IA personnel's performance," and
- b. As what I would term the "Primary Investigator" under paragraph 18 where misconduct

is likely to undermine the continued participation by APD IA investigators, or where deficiencies in the tactics or work product likely to prevent the investigation from being completed in a timely manner.

Yes.

23. Given the difference in these two roles and the level of effort required for each, would the City consider a separate flat rate quote on each of the two types of efforts, for each of the categories on the pricing sheet?

Please provide any alternative pricing you would like the City to consider.

24. Can the City clarify which elements of the requirements and underlying contractor expenses are to be included in the monthly administrative fee and which are to be part of the flat rate per investigation?

Based on the requirements of the Contract, Stipulated Order and the CASA, please determine the costs that you wish to be considered in the Administrator's monthly fee and the other costs, and/or provide any alternative pricing you would like the City to consider, including an hourly rate if appropriate.

25. Can the city indicate the approximate average number of civilian interviews in each of the categories called out for pricing?

The number of civilians varies greatly within each category. Please provide a quote based on your experience of the needs for a high-quality investigation.

26. Can the city indicate the approximate average number of interviews of sworn personnel in each of the categories called out for pricing?

The number of officers involves varies greatly within each category. Please provide a quote based on your experience of the needs for a high-quality investigation.

27. Are the following requirements elements of the monthly fee?
- a. Paragraph 5 of Exhibit A relative to participation in meetings, trainings, etc.
 - b. Paragraph 7 of Exhibit A relative to the development of the protocols
 - c. Paragraph 9 of Exhibit A relative to remedial action plan

Please provide any alternative pricing you would like the City to consider, including an hourly rate if appropriate.

28. If so, can the city provide an estimate of the number of hours required for each of these activities as the bidder would have no basis for estimating the requirement? If no estimate can be given, would the City consider establishing hourly rates for work conducted beyond the investigations covered on the pricing sheet?

Please determine whether these costs can be covered in the Administrator's monthly fee and the other costs, and/or provide any alternative pricing you would like the City to consider,

including an hourly rate if appropriate.

Contract

29. In the draft agreement Paragraph 3.A., how would the total value of the contract be determined?

This will be negotiated and consideration will be given to the cost proposal.

30. Is the end date of May 1, 2022 firm or if award is delayed will that be adjusted accordingly?

If necessary, a contract extension may be considered.