

THE FINANCE AUTHORITY OF NEW ORLEANS
Request for Qualifications (RFQ)

*General Counsel,
Bond Counsel on Single-family, and Multifamily,
Special Counsel on Payment In Lieu of Taxes (PILOTS),
Special Counsel on the Sustainable Energy Program and
Low-Income Housing Tax Credit (LIHTC) Counsel*

RFQ:002-2020

February 28, 2020

Submittals due by: 4:00 pm (CST) on March 16, 2020

Request for Qualifications: The Finance Authority of New Orleans (FANO), a public trust created by the City Council of New Orleans under the provisions of the Louisiana Public Trust Code, is seeking to obtain Specific Legal Services as detailed in Attachment “A” hereto. As provided below, and incident to the FANO’s Procurement Policies and Procedures, it requests proposals from experienced firms to provide the needed services.

Instructions: Respondents shall submit the following to The Finance Authority of New Orleans, via email at procurement@financeauthority.org, not later than **MONDAY, March 16, 2020 by 4:00 PM (CST)**. **Hard copies or other electronic forms of submissions will not be accepted.**

- a. Offeror shall provide a digitally signed proposal as a PDF file, marked with the “**Specific Legal Services (002-2020)**”.
- b. Offeror shall also provide (as a PDF file) a signed cover letter including the company’s name, address and primary contact for the qualification proposal. The primary contact information shall include submitter’s name, telephone, and email address.

Proposals should clearly demonstrate the applicant’s qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from the FANO’s website at <http://www.financeauthority.org>.

FANO will not accept proposals submitted by fax. All proposals **must be received** by FANO on or before the Delivery Deadline. FANO will not accept proposals delivered after the deadline. FANO will not credit delivery claims not clearly documented by original receipt.

Anticipated Proposal Timetable

RFQ Release	February 28, 2020
Questions/Clarifications Due	March 9, 2020
Responses to Questions/Clarifications Posted	March 11, 2020
Proposal Submission Due	March 16, 2020
Selection Committee Meeting	TBD
Award Notification	TBD

If FANO identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract. The contract will contain the standard FANO provisions shown in Attachment “B”.

- END OF SECTION -

Proposals MUST contain the following statement signed by the applicant or its authorized representative, **“By responding to this RFQ, respondent agrees to FANO’s Required Contract Provisions as provided in Attachment “B” and therefore waives any future right to contest the required provisions.”**

1. **Scope of Services:** Attachment “A” describes the needed services.
2. **Submission Information:** Responses must be submitted in accordance with Attachment “B” of this RFQ.
3. **Evaluation and Selection:** FANO will select the successful respondent(s) according to the procedures described in Attachment “C”.
4. **Contracting:** FANO reserves the right to select multiple vendors to perform any and/or all of the services requested herein. If FANO identifies a likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services contract. This contract will stipulate the terms and conditions of the services to be provided and will contain the standard FANO provisions shown in Attachment” D”.
5. **Ownership:** All responses and all documentation submitted therewith are FANO property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

FANO will not credit any blanket exemption claims lacking specific justification. FANO does not guarantee the confidentiality of submissions.

6. **Public Access to Information/Confidentiality:** All information submitted in response to a solicitation issued by FANO shall remain confidential until after final approval and award is made.

Furthermore, The Finance Authority of New Orleans shall not disclose information submitted to FANO in confidence in response to a solicitation, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

7. **Effect:** This Request for Qualifications and any related discussions or evaluations by anyone create no rights or obligations whatsoever. FANO may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services contract executed by FANO and the selected respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation.
8. **Additional Requirements:** FANO reserves the right to amend the instructions, requirements, general and special conditions, scope of work, and specifications of this RFQ. In the event it becomes necessary to revise any part of the RFQ, addenda will be provided to all potential respondents who receive the RFQ.
9. **Proprietary Information:** Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed propriety or confidential. Any material within a proposal identified as such must be clearly marked as CONFIDENTIAL in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.

10. **Cost of Preparing Responses:** FANO shall not be liable for any costs incurred by respondents prior to entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFQ are entirely the responsibility of the respondent and shall not be reimbursed in any manner by FANO.
11. **Errors and Omissions in Proposal:** FANO shall not be liable for any errors in responses. FANO, at its option, has the right to request clarification or additional information from the respondents.
12. **Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work in the State of Louisiana.
13. **Compliance with All Applicable Laws:** Any work completed pursuant to a response to this RFQ shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana. At the time of respondent's submission of its RFQ response and at all times during the performance of any work pursuant to this RFQ, the respondent shall be in compliance with all applicable laws of the State of Louisiana, the United States and local ordinances, including licensure requirements.
14. **Insurance:** The selected respondent(s) will be required to provide:
 - I. Requirements
 - 1) Basic:
 - (a) The Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by FANO shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.
 - (b) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for general liability but are acceptable for professional liability policies.
 - (c) The Executive Director & Chief Executive Officer and The Finance Authority of New Orleans (FANO) are hereby named as an Additional Insured.
 - (d) If the Contractor's liability insurance program does not contain the standard ISO separation of insureds provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.
 - (e) The Contractor shall endorse their policies (as applicable) to provide Waiver of Subrogation Endorsement to include written contracts in favor of FANO, its elected and appointed Officials, Board, Committees, agents, directors, servants, employees and volunteers.
 - II. Types and Amounts
 - 2) General Liability:
 - (a) Commercial General Liability Form CG 00 01, or pre-approved alternative providing at least

as broad coverage, insurance shall be written on an “occurrence” basis; with a minimal acceptable limit of not less than \$500,000 per occurrence; \$1,000,000 aggregate;

- (b) The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

Note: The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.

III. General Specifications:

- (a) Contractor’s Liability Insurance: If applicable, the Contractor shall require all sub-contractors to maintain, in limits equal to or greater than the Contractor’s, the same insurance coverage for Work performed or materials provided for the Work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage. In the event of a sub-contractor’s non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the sub-contractor’s work, actions, or inactions.
- (b) General Requirements:
 - (i) Qualifications of Insurers:
 1. All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A-VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296) as of the most current edition of A.M. Best’s Key Rating Guide.
 2. If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to FANO. FANO reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.
 - (c) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership shall also be furnished.
 - (d) Certificates of Insurance: The Contractor shall furnish to FANO Certificates of Insurance effecting coverages required in this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms that are to be received and approved by FANO. FANO reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
 - (e) Objection by FANO: If FANO has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, FANO shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to FANO’s objections within ten (10) days from the date of the letter request.
 - (f) The Contractor’s Failure: Upon failure of the Contractor or his subcontractor to purchase,

furnish, deliver or maintain such insurance as required herein, at the election of FANO, the Contract, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the obligations of the Contractor concerning indemnification.

- (g) No Waiver of Liability: Acceptance of evidence of the insurance requirements by FANO in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract.
- (h) The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any insurance coverage maintained by FANO is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.
- (i) No Recourse Against FANO: The insurance companies issuing the policies shall have no recourse against FANO for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.
- (j) FANO's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, FANO, at its option, may purchase and maintain at FANO's expense its own liability insurance as will protect FANO against claims which may arise from operations under the Contract.

Point of Contact: All correspondence and other communications regarding this procurement should be directed to the attention of: The Finance Authority of New Orleans, Attention: Procurement Team, 201 St. Charles Ave, Suite 4444., New Orleans, Louisiana 70170. Substantive questions must be submitted by proposers in writing via email only to the Procurement Team at procurement@financeauthority.org no later than (7) days before submittal deadline. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

FANO will issue a response to any inquiry if it deems it necessary, by written addendum to the Solicitation, posted on FANO's website, and issued prior to the Solicitation Due Date & Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addendums issued. Where there appears to be a conflict between this Solicitation and any addendum issued, the last addendum issued will prevail.

From the time of advertising, and until the final award, there is a prohibition on communication by Proposers (or anyone on their behalf) with FANO's staff and Board of Trustees. This does not apply to contract negotiations, or communications in writing at any time with any FANO employee regarding matters not concerning this Solicitation.

Breaking the established prohibition on communication may result in a disqualification of your proposal.

- END OF SECTION -

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Attachment “A”

SCOPE OF SERVICES

The General Counsel, Bond Counsel on Single Family, and Multi- Family, Special Counsel on Payments in Lieu of Taxes (PILOTS), Sustainable Energy Program and Low-Income Housing Tax Credit (LIHTC) Counsel for the specified legal services mentioned above will be generally expected to provide the following services as appropriate to the specific legal services area involved:

Firms may submit proposals relating to one or more of the following areas of expertise set forth below. Please note that the specific legal services described below will be required to comport with branding and other guidelines already established for FANO.

The services to be provided may include, but are not limited to, the following:

General Counsel

1. Advise FANO regarding state laws related to the authority and programs of the Authority.
2. Advise FANO in delivery of loans and transfers of ownership and other real estate matters;
3. Advise the Authority regarding amendments to federal tax law, state law and indentures;
4. Advise the Authority regarding state administrative law and procedures;
5. Provide such other legal services as requested by the Authority.

Bond Counsel on Single-family and Multifamily Programs

1. Advise the Authority concerning legal requirements applicable to the issuance and sale of bonds;
2. Prepare the necessary proceedings, notices and other documents for the issuance and sale of bonds;
3. Advise the Authority concerning the requirements of state and federal securities laws relating to the necessary disclosure of factual and legal information with respect to such sales;
4. Prepare all necessary closing documents;
5. Consult with underwriters and financial advisors in the preparation of official statements in connection with the sale of the bonds;
6. Assemble transcripts concerning all proceedings and actions taken in connection with the issuance and sale of the bonds;
7. Provide the bond purchases with legal opinions concerning the nature of the bonds;
8. Advise on current regulations and legal tax code requirements regarding low-income set-asides;

9. Advise on IRS code rulings that may affect Authority policies, programs, or processes regarding bond issuance and post-bond issuance;
10. Advise the Authority regarding amendments to federal tax law, state law and indentures;
11. Provide support and advice on cost efficiencies that may be achieved by less complex institutionally-placed bond issues; and
12. Provide such other legal services as requested by the Authority.

Special Counsel - Payments In Lieu Of Taxes (PILOT)

Proposers for Special Counsel roles for the Authority programs such as Payment In Lieu Of Taxes may be considered in addition to the Bond Counsel roles. The services to be provided as special counsel would correspond to the specific set of legal services to be provided by the specific counsel role.

Special Counsel on Sustainable Energy Program

Special Counsel on the Sustainable Energy Program submissions may be considered in addition to Bond Counsel roles. The services to be provided as special counsel would correspond to the specific set of legal services to be provided by the specific special counsel role.

1. Assist the Authority with organizational due diligence review, and bond issuance oversight for any bonds or financing tools that may be used for financing energy efficiency or energy renewables; e.g., QECCBs, 501(c)(3)s;
2. Prepare loan documents;
3. Provide legal advice;
4. Advise staff on programmatic issues; and
5. Assist the Authority in analyzing state and federal legislation, including writing of desirable legislation or developing amendments to existing or proposed legislation.

Low-Income Housing Tax Credit (LIHTC) Counsel

1. Advise the Authority concerning the legal and tax code requirements for the allocation of low-income housing tax credits including advising on policy and other programmatic recommendations as needed;
2. Advise the Commission concerning the legal and tax code requirements for the Authority's compliance program for the recipients of tax credits;
3. Advise on IRS code of rulings that may affect Compliance policies, programs, or processes including research and advise on technical compliance issues;
4. Advise the Authority in the delivery of loans and transfers or ownership and other real estate matters; and
5. Provide such other legal services as requested by the Authority.

- END OF SECTION -

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Attachment “B”

SUBMISSION OF INFORMATION

This section should serve to introduce the firm and acknowledge the scope of the proposal. It should include administrative information including, at a minimum, response date, firm contact name and telephone number. The firm should describe itself by providing its full legal name, date of establishment, license number(s), federal tax identification number, type of entity and business enterprise, short history, current ownership structure and any recent or materially significant proposed change in ownership. The firm should also include the stipulation that the proposal is valid for a time period of ninety (90) days from the date of submission.

This section **MUST** contain the following statement signed by the applicant or its authorized representative,

“By responding to this RFQ, respondent agrees to FANO’s Required Contract Provisions as provided in Attachment “D” and therefore waives any future right to contest the required provisions.”

All Respondents must submit the following:

1. Indicate in the first paragraph of your response to the RFQ which services you are proposing to provide and wish to be considered for, including but not limited to: general counsel, bond counsel (multifamily, single family, nonprofit etc.), tax credit counsel.
2. Indicate the number and identify the attorneys specializing in municipal finance, tax credit or special counsel legal work expressed as an absolute number and as a percentage of the total number of attorneys in the firm.
3. Indicate the absolute number and percentage of attorneys specializing in each practice area for which you are applying.
4. List the individual attorneys in each practice area for which you are applying who would be assigned to work for the Authority and the preferred role of each. State the approximate percentage of time that each attorney would contribute to the total work provided for the Authority, and where each attorney is located. Include for each attorney listed a brief resume of that attorney’s experience.

5. List three references for the firm's specializing in each practice area for which you are applying, except in the case of Low-Income Housing Tax Credits where you should list at least two references.

Note: Proposed fees should be valid for a minimum of 90 days upon receipt.

6. Describe the fee structure upon which your firm would base its charges to the Authority. Separately state the fees for each practice area for which you are applying. Note any fee efficiencies that may be offered for a single bank purchase bond, or less complex financing structures. For large bond transactions, please indicate if a different fee structure would be used. If the fee structure would be different in the event the firm is retained as counsel for some of the other practice areas, describe the differences. Please provide hourly rates for each attorney for other projects that might be assigned.

Note: Proposed fees should be valid for a minimum of 90 days upon receipt

7. FANO seeks to extend subcontracting opportunities to City of New Orleans DBE Certified Disadvantage Business Enterprises (DBE's) in order to promote their economic growth. A DBE contract goal of ten (10) percent has been established for this contract. All firms should complete and submit the DBE participation form (Attachment G) and address the following:
 - a. The names and address of all DBE firms that will participate in the contract;
 - b. The commitment of the participation of each DBE firm participating in the contract on a basis of the percentage of the total dollar value of the contract;
 - c. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and
 - d. If the contract goal is not met, evidence of best efforts.
8. Insurance – The proposer shall provide evidence of insurance coverage and minimum required limits by completing and submitting Attachment E, Certificate of Insurance Coverage, as a part of their proposal.
9. Conflict of Interest Form – The proposer shall disclose any direct or indirect, current or future, conflicts of interest between themselves and FANO and their respective employees in the attached Conflict of Interest Disclosure Affidavit (Attachment F). If questions arise about potential conflicts of interests, please contact FANO prior to submitting proposal.

General Counsel:

For application to serve as General Counsel, please indicate as such in your response to the “All Respondent’s” questions listed previously. In addition, please respond to the following additional questions:

1. Describe your firm's experience acting as general counsel to a public entity similar to FANO.
2. Please indicate what you believe are the most important attributes of a legal firm when acting as general counsel to a public agency such as FANO.
3. Describe the philosophy of your firm with the regard to the general counsel's role in the development of the Authority's programs and guidelines.

Bond Counsel on Single-family, Multifamily, Nonprofit Facility and Beginning Farmer/Rancher Programs:

1. Describe specifically the scope of services the firm would provide as bond counsel if a second firm is selected for other legal services.
2. State what costs are included in the bond counsel services fee (for example, printing and reproduction) and any additional costs that might be assessed.
3. What do you see as the biggest challenge to housing bond issuers in the next two (2) years?
4. State whether your firm would charge for bond counsel services in the event that a proposed bond issue or other financing were not successfully sold.
5. Describe your experience with nonprofit bond issuance and include: (1) the unique issues/challenges your firm has resolved; (2) post-bond issuance compliance issues and how they have been addressed; (3) how you work with nonprofit mission-focused developers.
6. Large unrated bond issuances: please describe your firm's experience, how you would assess each possible issuance and its risk to the Authority.

Special Counsel (Tax, Underwriter's and/or Disclosure Counsel) on Single-family Programs:

For the Single-family Programs, application for Special Counsel roles such as Tax Counsel, Underwriter's Counsel and/or Disclosure Counsel may be considered in addition to Bond Counsel roles. Please indicate as such in your response to the "All respondent's" questions listed previously. In addition, please respond to the following questions:

1. Describe your firm's experience and expertise when acting as special counsel for a public agency similar to the Authority.
2. Please indicate what you believe are the most important attributes of a legal firm when acting as special counsel to a public agency such as FANO.

Special Counsel on Sustainable Energy Program:

Special Counsel on the Sustainable Energy Program applications may be considered in addition to Bond Counsel roles. Please indicate as such in your response to the "All Respondent's" questions listed previously. In addition, please respond to the following questions:

1. Describe your firm's experience and expertise when acting as special counsel for a public agency similar to FANO.
2. Please indicate what you believe are the most important attributes of a legal firm when acting as special counsel to a public agency such as the Authority.
3. Describe your firm's willingness to work with the current Program, the Sustainable Energy, and the role the Program and Sustainable Energy may have with other Commission programs and other State initiatives. Please provide a separate fee schedule for this program to include both bond issuance and Sustainable Energy loan document advice and development.

Low Income Housing Tax Credit (LIHTC) Counsel

1. Describe your firm's experience with the IRS and state agency allocation policies, procedures and guidelines during the development and implementation of a Tax Credit program.
2. Describe your firm's experience with IRS and state agency compliance policies, procedures and

- enforcement issues during extended use periods for multifamily bond and tax credit projects.
3. Describe your experience in advising on Compliance issues, include examples of advising on technical issues.
 4. What do you see as the biggest challenge for state agencies in compliance and preservation of affordable housing in the next two to four years?

Performance

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

Termination - The individual or firm contracted will be subject to audit/monitoring, by FANO, if it is determined that the individual or firm has misrepresented themselves and is not competent to perform the task, in which case, this may result in a termination of the contract.

Termination may also be for serious misconduct, habitual neglect of duty or incompetence, conduct incompatible with FANO’s mission, policies, procedures or any applicable local, state or federal law.

-END OF SECTION-

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Attachment “C”

EVALUATION AND SELECTION

This RFQ is being issued to provide specific legal services for The Finance Authority of New Orleans (“FANO”).

The Executive Director & Chief Executive Officer of FANO will establish the Selection Committee with relevant subject-matter expertise in reviewing and evaluating responses to a solicitation.

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (pass/fail basis), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms included in the competitive range only and will be the basis for ultimate contract award. Scoring will be based upon how well the proposal meets the criteria established in this RFQ.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion are shown above. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process may entail interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of FANO’s requirements with respect to this RFQ, promote the understanding of the respondents’ proposals, and to arrive at agreeable contract terms.

FANO will award a contract(s) resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous, technical, price and other factors specified herein considered. FANO reserves the right to make contract award without negotiations, and to make no award or decline to enter negotiations should it believe that no respondent to this RFQ will be capable of delivering the necessary level of services within an acceptable price range and/or time period. FANO further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process. FANO may exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process, where a contract award may be based on initial proposals received.

Technical Criteria

- (45%) Relevant Experience: Specialized experience and technical competence directly related to provision of public and housing finance law.
- (25%) Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;
- (20%) Staff Qualifications assigned to project, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines.
- (10%) Willingness to promote full and equal business opportunities in accordance with the City's State-Local Disadvantaged Business Enterprise Program.

During the review of any Submission, the Evaluation Committee may:

- conduct reference checks relevant to the Project with any or all of the references cited in a Submission to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Submissions;
- seek clarification of a Submission from any or all Respondents and consider such supplementary information in the evaluation of Submissions; and
- request interviews/presentations with any, some or all Respondents or Team Members to clarify any questions or considerations based on the information included in Submissions during the evaluation process and consider any supplementary information from interviews/presentations in the evaluation.

- END OF SECTION -

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Attachment "D"

CONTRACT TERMS AND CONDITIONS

- NON-DISCRIMINATION.** In the performance of this Contract, the Contractor 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 FANO working with the Contractor in any of Contractor'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 Contractor. The Contractor 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.
- EQUAL EMPLOYMENT OPPORTUNITY.** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination 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, affirmative action will be taken to ensure that the Contractor'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.
- INDEMNIFICATION.** The Contractor shall indemnify and hold FANO harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against FANO for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold FANO harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligations under this Contract.

4. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.

Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in LA. R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that The Finance Authority of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of LA. R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of FANO for the purpose of Worker's Compensation coverage.

5. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and, as such, is being hired by FANO under this Contract for Hire as noted and defined in LA. R.S. 23:1472(E), and, therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by FANO over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of FANO's usual business; and
- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

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

6. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from The Finance Authority of New Orleans.

7. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Agreement, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

8. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

9. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

10. EXTENSION. This Contract may be extended at the option of FANO, and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by FANO for two (2) additional one-year terms.

11. **TERMINATION FOR CONVENIENCE**. FANO may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of FANO's intention to terminate at least thirty (30) days before the date of termination.
12. **TERMINATION FOR NON-APPROPRIATION**. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and FANO will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.
13. **TERMINATION FOR CAUSE**. FANO and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Contract or the failure of any representation or warranty in this Contract.
14. **SUSPENSION**. FANO may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from FANO.
15. **CONFLICT OF INTEREST**. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of FANO, and in recognition of the Contractor's responsibility to FANO, the Contractor agrees to decline any offer of employment if its independent work on behalf of FANO is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify FANO and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of FANO. Final decision on any disputed offers of other employment for the Contractor shall rest with FANO.
16. **NON-SOLICITATION**. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.
17. **AUDIT AND INSPECTION**. The Contractor will submit to any FANO audit, inspection, and review and, at FANO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for FANO.
18. **OWNERSHIP INTEREST DISCLOSURE**. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor 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 Contractor fails to submit the required affidavits, FANO may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

- 19. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.** No elected official or employee of FANO shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by FANO and shall entitle FANO to recover, in addition to any other rights and remedies available to FANO, all monies paid by FANO to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.
- 20. PROHIBITION ON POLITICAL ACTIVITY.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 21. SUBCONTRACTOR REPORTING.** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for FANO. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with FANO, the Contractor must provide notice to FANO within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, FANO may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.
- 22. NON-EXCLUSIVITY.** This Contract is non-exclusive and the Contractor may provide services to other clients, subject to FANO's approval of any potential conflicts with the performance of this Contract and FANO may engage the services of others for the provision of some or all of the work to be performed under this Contract.
- 23. CONVICTED FELON STATEMENT.** No principal, member, or officer of the Contractor 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.
- 24. ASSIGNABILITY.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of FANO.
- 25. TERMS BINDING.** The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.
- 26. AMENDMENT.** The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.
- 27. NO THIRD-PARTY BENEFICIARIES.** The Contract is entered into for the exclusive benefit of FANO and the Contractor, and FANO and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.
- 28. SEVERABILITY.** If a court of competent jurisdiction finds any provision of the Contract 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 will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

29. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will 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 the Contract will be construed or resolved in favor of or against FANO or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural and neutral words and words of any gender include the neutral and other gender.

30. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

31. NON-WAIVER. The failure of FANO to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor 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 FANO'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.

32. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

33. MANDATORY LANGUAGE. All contracts and subcontracts shall have the following language inserted:

“All members of the Board of Trustees and all of the officers and employees of The Finance Authority of New Orleans (FANO) are subject to the provisions of the Louisiana Code of Governmental Ethics (See LSA-R.S. 42:1101, et seq.). The LA Code of Governmental Ethics contains broad prohibitions covering potential conflicts of interest.

If you have any questions or concerns about any aspect of the LA Ethics Code you should contact immediately either:

1. FANO staff; or
2. The staff of The Commission on Ethics for Public Employees at (504) 765-2308.

Contractors and parties to sub-agreements shall notify FANO in writing of any request or solicitation by a Board member or employee which violates or is contrary to the LA State Code of Governmental Ethics, FANO's Procurement Policy or otherwise has the appearance of undo influence.”

34. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

-END OF SECTION-

THE FINANCE AUTHORITY OF NEW ORLEANS
Request for Qualifications (RFQ)

*General Counsel,
Bond Counsel on Single-family, and Multifamily,
Special Counsel on Payment In Lieu of Taxes (PILOTS),
Special Counsel on the Sustainable Energy Program and
Low-Income Housing Tax Credit (LIHTC) Counsel*

RFQ:002-2020

February 28, 2020

Submittals due by: 4:00 pm (CST) on March 16, 2020
Attachment "E"

CERTIFICATE OF INSURANCE COVERAGE

**Application Submitted By
(Name of Firm):** _____

Name of Surety Company: _____

Name of Surety Agent: _____

Surety Agent's Phone: _____

The below signed hereby certifies the following information to be true and correct.

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Professional Liability/ \$500,000 Occurrence; \$1,000,000 Aggregate			

Check the appropriate box(es)
below:

- Limits on above policy will be increased
- Above policy now in effect
- Policy will be obtained before contract signed

The following additional clauses shall be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Executive Director & Chief Executive Officer and The Finance Authority of New Orleans (FANO) are hereby named as an Additional Insured.
2. The Policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to FANO.
3. The insurance company is prohibited from pleading government function in the absence of any specified written authority from FANO.
4. The Policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera, which are normally covered while performing work under the above contract, whether

specifically written therein or not.

FANO is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. FANO bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to FANO. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

Authorized Agent's Signature

Date

-END OF SECTION-

THE FINANCE AUTHORITY OF NEW ORLEANS

Request for Qualifications (RFQ)
*General Counsel,
Bond Counsel on Single-family, and Multifamily,
Special Counsel on Payment In Lieu of Taxes (PILOTS),
Special Counsel on the Sustainable Energy Program and
Low-Income Housing Tax Credit (LIHTC) Counsel*

RFQ:002-2020

February 28, 2020

Submittals due by: 4:00 pm (CST) on March 16, 2020

Attachment "F"

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH 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 "Respondent."

2. The Respondent submits the attached RFQ Response in response to the (insert name of solicitation).

3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with FANO Trustees, officers and employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____, 20__

Notary Public (signature) Notary ID#/Bar Roll #

-END OF SECTION-

**THE FINANCE AUTHORITY OF NEW ORLEANS
Request for Qualifications (RFQ)**

*General Counsel,
Bond Counsel on Single-family, and Multifamily,
Special Counsel on Payment In Lieu of Taxes (PILOTS),
Special Counsel on the Sustainable Energy Program and
Low-Income Housing Tax Credit (LIHTC) Counsel*

RFQ:002-2020

February 28, 2020

Submittals due by: 4:00 pm (CST) on March 16, 2020

Attachment "G"

DBE Participation Form

Complete the following and submit with your proposal to confirm your level of DBE participation.

Please check the appropriate space:

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror, if unable to meet the DBE goal of _____ %, is committed to a minimum of _____ % DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of Bidder/Offer Firm:

Telephone: _____ Fax: _____

Email: _____

By: _____,

_____ / _____ / _____

(Signature) (Title) (Date)

The bidder/offeror is committed to utilizing DBE participation on the project in the following manner.

Please check the appropriate space:

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror, if unable to meet the DBE goal of _____% is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of DBE Firm:

DBE Firm Owner or Contract:

Telephone: _____ Fax: _____

Email: _____

DBE Type: _____ SLDBE Certified: _____ DOTD/LAUCP Certified: _____ Other:

_____ Scope of Work Attached. Proposed DBE% _____

Scope of Work: Describe the work to be performed by the DBE firm.

-END OF SECTION-