

**THE FINANCE AUTHORITY OF NEW ORLEANS (“FNO”)**

**Open 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,*

*Special Counsel – Sales Tax Exemption*

*Low-Income Housing Tax Credit (LIHTC) Counsel,*

*Municipal Advisors,*

*Marketing and Public Relations, and*

*Compliance and Monitoring*

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**Request for Qualifications:** The Finance Authority of New Orleans (“Finance New Orleans” or “FNO”), 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 Service Providers as detailed in Attachment “A” hereto. As provided below, and incident to FNO’s Procurement Policies and Procedures, it requests proposals from experienced firms to provide the needed services.

**Instructions:** Respondents shall submit the following to Finance New Orleans, via email at [procurement@financeauthority.org](mailto:procurement@financeauthority.org), not later than **December 31, 2024, 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 Services provided;
- 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 FNO’s website at <http://www.financeauthority.org>.

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

## Anticipated Proposal Timetable

RFQ Release	April 9, 2024
Questions/Clarifications Due	No definitive date; Ongoing basis
Responses to Questions/Clarifications Posted	No definitive date; Ongoing basis
Proposal Submission Due	No definitive date; Ongoing basis
Selection Committee Meeting	No definitive date; Ongoing basis
Award Notification	No definitive date; Ongoing basis

If FNO 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 FNO 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 FNO’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:** FNO will select the successful respondent(s) according to the procedures described in Attachment “C”.
4. **Contracting:** FNO reserves the right to select multiple Contractors to perform any and/or all of the services requested herein. If FNO 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 FNO provisions shown in Attachment” D”.
5. **Ownership:** All responses and all documentation submitted therewith are FNO property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

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

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

Furthermore, FNO shall not disclose information submitted to FNO 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. FNO 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 FNO and the selected respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation.
8. **Additional Requirements:** FNO 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:** FNO 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 FNO.
11. **Errors and Omissions in Proposal:** FNO shall not be liable for any errors in responses. FNO, 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**
    - (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 FNO 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 (FNO) 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 FNO, its elected and appointed Officials, Board, Committees, agents, directors, servants, employees and volunteers.

## **II. Types and Amounts**

### **1) *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 FNO. FNO 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 FNO 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 FNO. FNO reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
- (e) Objection by FNO: If FNO 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, FNO shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to FNO'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 FNO, 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 FNO 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 FNO 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 FNO: The insurance companies issuing the policies shall have no recourse against FNO 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) FNO's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, FNO, at its option, may purchase and maintain at FNO's expense its own liability insurance as will protect FNO 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](mailto: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.

FNO will issue a response to any inquiry if it deems it necessary, by written addendum to the Solicitation, posted on FNO'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 FNO's staff and Board of Trustees. This does not apply to contract negotiations, or communications in writing at any time with any FNO employee regarding matters not concerning this Solicitation.

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

**- END OF SECTION -**

**THE FINANCE AUTHORITY OF NEW ORLEANS (“FNO”)  
Open 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,  
Special Counsel – Sales Tax Exemption  
Low-Income Housing Tax Credit (LIHTC) Counsel,  
Municipal Advisors,  
Marketing and Public Relations, and  
Compliance and Monitoring**

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**Attachment “A”**

**SCOPE OF SERVICES**

***About Finance New Orleans***

Finance New Orleans is a quasi-governmental financial institution with a mission to improve the quality of life in the City of New Orleans by investing in affordable housing, economic development, and climate resilience projects that produce quality jobs and wealth for residents. The City Council of New Orleans created Finance New Orleans in 1978 under the Louisiana Public Trust Code (La. Revised Statutes 9:2341-47). FNO was initially called the New Orleans Home Mortgage Authority but changed its brand in 1999. Finance New Orleans was recently adopted as a brand name in 2020 to reflect its future direction. Finance New Orleans is not a department or division of the City of New Orleans, but the City Council of New Orleans appoints its seven-member Board of Trustees. Since 1978, Finance New Orleans has financed more than \$630 million worth of mortgages and down payment grants for more than 7,800 first-time homebuyers and low to moderate-income families throughout Orleans Parish. Of considerable importance to FNO is to achieve leverage of private capital with its limited public resources as we seek to act in furtherance of the City of New Orleans’ ambitious environmental goals set forth in its Climate Resilience Plan. We are targeting a \$1 billion community investment by 2037 in the form of public financing that will physically transform housing and infrastructure in New Orleans. For more information about FNO, please visit [www.financenola.org](http://www.financenola.org).

***Scopes of Services***

The General Counsel, Bond Counsel on Single-family and Multifamily, Special Counsel on Payment In Lieu of Taxes (PILOTS), Special Counsel on Sale Tax Exemption Programs, Special Counsel on the Sustainable Energy Program, Low-Income Housing Tax Credit (LIHTC) Counsel, Municipal Advisors, PR and Marketing, and Compliance Monitoring for the specified services mentioned above will be generally expected to provide the following services as appropriate to the specific services area involved. Respondents may submit proposals relating to one or more of the following areas of expertise set forth below. Please note



that the specific services described below will be required to comport with branding and other guidelines already established for FNO.

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

- **General Counsel**
  1. Advise FNO regarding state laws related to FNO and programs of FNO.
  2. Advise FNO in delivery of loans and transfers of ownership and other real estate matters;
  3. Advise the Commission regarding amendments to federal tax law, state law and indentures;
  4. Advise the Commission regarding state administrative law and procedures;
  5. Provide such other legal services as requested by FNO.
  
- **Bond Counsel on Single-family and Multifamily Programs**
  1. Advise FNO 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 FNO 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 FNO's policies, programs, or processes regarding bond issuance and post-bond issuance.
  10. Advise FNO 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;
  12. Provide such other legal services as requested by FNO.
  
- **Special Counsel - Payments In Lieu Of Taxes (PILOT)**

Proposers for Special Counsel roles for FNO 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 – Sales Tax Exemption**

Proposers for Special Counsel roles for FNO programs such as a Sales Tax Exemption 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. The services to be provided

may include, but are not limited to, the following:

1. Advise FNO concerning legal requirements applicable to the issuance and sale of bonds, affordable housing, green banking, real estate, and/or the implementation of Environmental, Social, and Governance (ESG) policies and standards;
  2. Prepare the necessary proceedings, notices and other documents for the issuance and sale of bonds, affordable housing, green banking, real estate, and/or the implementation of (ESG) policies and standards;
  3. Advise FNO concerning the requirements of state and federal laws, including federal security laws, relating to the necessary disclosure of factual and legal information with respect to the issuance and sale of bonds, affordable housing, green banking, real estate, and/or the implementation of (ESG) policies and standards;
  4. Prepare all necessary closing documents;
  5. Assist FNO 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., Qualified Energy Conservation Bonds (QECCBs, 501(c)(3)s
  6. Consult with underwriters and financial advisors in the preparation of official statements in connection with the sale of the bonds;
  7. Assemble transcripts concerning all proceedings and actions taken in connection with the issuance and sale of the bonds;
  8. Provide the bond purchases with legal opinions concerning the nature of the bonds;
  9. Advise on current regulations and legal tax code requirements regarding low-income set-asides;
  10. Advise on IRS code rulings that may affect FNO policies, programs, or processes regarding bond issuance and post-bond issuance;
  11. Advise FNO regarding amendments to federal tax law, state law and indentures;
  12. Provide support and advice on cost efficiencies that may be achieved by less complex institutionally-placed bond issues; and
  13. Provide such other legal services as requested by FNO.
  14. Assist FNO in analyzing state and federal legislation, including writing of desirable legislation or developing amendments to existing or proposed legislation.
- **Low-Income Housing Tax Credits**
    1. Advise FNO 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 FNO'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 FNO in the delivery of loans and transfers or ownership and other real estate matters;
    5. Provide such other legal services as requested by FNO.
  - **Municipal and Financial Advisors** –  
Qualified investment banking firms, brokers, dealers, and financial services entities or financial advisory firms that can provide design, financing, implementation and analytical support and guidance to FNO regarding issuance of municipal securities and/or municipal financial products.

Specifically:

1. Structure green finance initiatives and products, including the issuance of municipal bonds with a focus on sustainability bonds, infrastructure bonds and long-term financial model development.
  2. Structure transactions that aim to facilitate deployment of clean energy and sustainable infrastructure projects in New Orleans and reduce clean energy financing market gaps and barriers, consistent with FNO's objectives and investment considerations, and advance the City of New Orleans' climate action goals, public health outcomes, green job creation, and economic development.
  3. Provide comprehensive and cost effective analytical and advisory services on matters of financial planning, investment advisory services, money policies, and management; financial risk management; debt issuance and management; and other special project analyses to foster FNO's financial interests, to promote FNO's long-term financial strength, and to support providing decent, safe, and sanitary affordable housing to low- to moderate-income citizens.
  4. Structure and achieve funding for its general capital needs and funding programs on an ongoing basis; this includes assisting FNO's management team in designing a strategy for allocation, deployment and sourcing of capital.
- **Marketing and Public Relations**
    1. Develop a strategic marketing plan that will complement FNO's overall purpose, programs, and initiatives, and increase public awareness of the agency.
    2. Establish streamlined FNO brand standards and templates which will be utilized for FNO's website, social media pages, public notices, press releases, and communications.
    3. Redesign and improve the user and mobile friendly interface of FNO's website and social media pages to effectively disseminate data to the public and should apply to all form factors, including desktop, mobile, and tablet. The redesign of the website and social media pages should be easily updatable by FNO staff. The redesign should split programs into individual program awareness pages. Updated analytics of website/page traffic should be provided.
    4. Provide public relations counsel, assistance, and execution. The Contractor will aid in promotion of FNO to respective audiences. The Contractor will commit to being available for any potential future crisis management plan with fees for that to be determined.
    5. Develop and implement awareness campaigns to educate the public of FNO's programs for public safety, quality of life, supplemental sanitation, and any other potential programs that may be created. Examples of these programs include:
      - PILOT Program
      - Single-family and Multifamily Programs
      - Bond Financing Program
      - Resilience
    6. Amplify public awareness of FNO to generate exposure and community engagement.
  - **Compliance and Monitoring**

FNO is seeking a consultant to provide compliance and monitoring assistance to support FNO's compliance with its various programs, regulations, guidelines, and policies for programs including but not limited to: (1) Payment in Lieu of Tax (PILOT) Program, (2) Disadvantage Business Enterprise Program and related requirements, and (3) Affordable Housing covenants and related

requirements. Assistance will include:

1. Meeting with departmental staff to assess concerns and confirm methods for selecting files and conducting file audits.
2. Reviewing and updating FNO related agreements, policies, program guidelines, and regulations.
3. Reviewing, auditing and updating program/project files connected with FNO-funded projects.
4. Comparing content of departmental files with designated program checklists and other applicable federal regulations to determine completeness and compliance with requirements.
5. Make annual site visits to FNO projects to ensure compliance with program documents.
6. Preparing a final summary report of findings including recommendations to improve file completeness and enhance overall programmatic compliance.

**- END OF SECTION -**

**THE FINANCE AUTHORITY OF NEW ORLEANS (“FNO”)**  
**Open 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,*  
*Special Counsel – Sales Tax Exemption*  
*Low-Income Housing Tax Credit (LIHTC) Counsel,*  
*Municipal Advisors,*  
*Marketing and Public Relations, and*  
*Compliance and Monitoring*

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**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 FNO’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 on Single-family and Multifamily, Special Counsel on Payment In Lieu of Taxes (PILOTS), Special Counsel on the Sustainable Energy Program, Low-Income Housing Tax Credit (LIHTC) Counsel, Municipal Advisors, Marketing and Public Relations, and Compliance and

Monitoring.

2. The proposal should describe your or your respondent's overall approach, plans, and qualifications, including relevant expertise and experience, for accomplishing the specific services described in **Attachment A** of this RFQ.
3. Please provide the names of the key staff (yourself and/or other staff from your firm) who would provide services to FNO, give a description of each staff member's experience and qualifications, indicate probable areas of responsibility in providing services to FNO. While it is recognized that there could be substitutions and changes to staff assigned to FNO over time, the respondent should suggest the key staff member(s) who will lead the relationship for the firm.
4. List three references for the firm's specializing in each area for which you are applying.
5. Describe the fee structure upon which your firm would base its charges to FNO. Separately state the fees for each area for which you are applying. 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 for some of the other areas, describe the differences. Please provide hourly rates for each team member for other projects that might be assigned.

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

6. FNO 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 thirty-five percent (35%) 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.
7. **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.
8. **Conflict of Interest Form** – The proposer shall disclose any direct or indirect, current or future, conflicts of interest between themselves and FNO and their respective employees in the attached Conflict of Interest Disclosure Affidavit (**Attachment F**). If questions arise about potential conflicts of interests, please contact FNO prior to submitting proposal.

**-END OF SECTION-**

**THE FINANCE AUTHORITY OF NEW ORLEANS (“FNO”)**

**Open 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,*

*Special Counsel – Sales Tax Exemption*

*Low-Income Housing Tax Credit (LIHTC) Counsel,*

*Municipal Advisors,*

*Marketing and Public Relations, and*

*Compliance and Monitoring*

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**Attachment “C”**

**EVALUATION AND SELECTION**

This RFQ is being issued to provide the following services:

- 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,
- Special Counsel – Sales Tax Exemption
- Low-Income Housing Tax Credit (LIHTC) Counsel,
- Municipal Advisors,
- Marketing and Public Relations, and
- Compliance and Monitoring

The Executive Director & Chief Executive Officer of FNO 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 FNO's requirements with respect to this RFQ, promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms.

FNO 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. FNO 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. FNO 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. FNO 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 -**

**THE FINANCE AUTHORITY OF NEW ORLEANS (“FNO”)  
Open 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,  
Special Counsel – Sales Tax Exemption  
Low-Income Housing Tax Credit (LIHTC) Counsel,  
Municipal Advisors,  
Marketing and Public Relations, and  
Compliance and Monitoring*

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**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 FNO 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 FNO harmless against any and all

claims, demands, suits, judgments of sums of money to any party accruing against FNO 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 FNO 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 FNO 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 FNO 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 FNO 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 FNO'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 FNO 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 FNO, and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by FNO for two (2) additional one-year terms.

**11. TERMINATION FOR CONVENIENCE.** FNO may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of FNO'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 FNO will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

**13. TERMINATION FOR CAUSE.** FNO 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.** FNO 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 FNO.

**15. CONFLICT OF INTEREST.** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of FNO, and in recognition of the Contractor's responsibility to FNO, the Contractor agrees to decline any offer of employment if its independent work on behalf of FNO 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 FNO and provide full disclosure of the possible effects of such employment on the Contractor's independent work on behalf of FNO. Final decision on any disputed offers of other employment for the Contractor shall rest with FNO.

**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 FNO audit, inspection, and review and, at FNO'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 FNO.

**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, FNO 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 FNO 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 FNO and shall entitle FNO to recover, in addition to any other rights and remedies available to FNO, all monies paid by FNO 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 FNO. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with FNO, the Contractor must provide notice to FNO within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, FNO 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 FNO’s approval of any potential conflicts with the performance of this Contract and FNO 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 FNO.

**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 FNO and the Contractor, and FNO 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 FNO 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 FNO 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 FNO'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 (FNO) 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. FNO 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 FNO 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,

FNO’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 (“FNO”)**  
**Open 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,*  
*Special Counsel – Sales Tax Exemption*  
*Low-Income Housing Tax Credit (LIHTC) Counsel,*  
*Municipal Advisors,*  
*Marketing and Public Relations, and*  
*Compliance and Monitoring*

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**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.

<b>Type of Coverage/ Minimum Required Limits</b>	<b>Policy or Binder #</b>	<b>Actual Limits</b>	<b>Expiration Date</b>
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 (FNO) 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 FNO.
3. The insurance company is prohibited from pleading government function in the absence of any specified written authority from FNO.
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.

*FNO is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. FNO 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 FNO. 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 (“FNO”)**  
**Open 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,*  
*Special Counsel – Sales Tax Exemption*  
*Low-Income Housing Tax Credit (LIHTC) Counsel,*  
*Municipal Advisors,*  
*Marketing and Public Relations, and*  
*Compliance and Monitoring*

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**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 FNO 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 #

**THE FINANCE AUTHORITY OF NEW ORLEANS (“FNO”)  
Open 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,  
Special Counsel – Sales Tax Exemption  
Low-Income Housing Tax Credit (LIHTC) Counsel,  
Municipal Advisors,  
Marketing and Public Relations, and  
Compliance and Monitoring**

**RFQ: \_001-04-2024**

**April 9, 2024**

**Submittals due by:**

**Responses will be accepted on an ongoing basis through December 31, 2024**

**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-**