

**REQUEST FOR QUALIFICATIONS AND FEES FOR
LEGAL AND FEDERAL GOVERNMENT AFFAIRS SERVICES
FOR THE NEW ORLEANS REDEVELOPMENT AUTHORITY**

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I. BACKGROUND and BASIC REQUIREMENTS

The New Orleans Redevelopment Authority (NORA) promotes and manages redevelopment of residential and commercial properties throughout the City of New Orleans. NORA's goal is to facilitate neighborhood redevelopment that supports and creates vibrant city neighborhoods. To meet this goal and to pursue the full range of development opportunities available to it, NORA is seeking law firms or solo practitioners to assist with the broad range of legal matters that may impact NORA's commercial and residential development mission, including but not limited to real estate acquisition and disposition, public records, environmental, contract, finance, bankruptcy, tort liability, and federal government affairs matters.

A general scope of work is presented below, along with conventional contract requirements and contract appendices. A complete proposal should include a response to the scope of work as well as any proposed changes to the standard contractual requirements and appendices. Respondents should also present significant detail on their past experience on similar matters and qualifications to perform the relevant legal or government affairs services. Proposals shall be delivered or mailed to: NORA, 1340 Poydras Street, Suite 600, New Orleans, Louisiana, 70112 Attn: # COUNSEL & FEDERAL GOVERNMENT AFFAIRS 10-24-08. Proposals may also be submitted as email attachments and should be sent to jtmarshall@cityofno.com.

Pursuant a September 2008 RFQ for Legal Counsel, NORA has already begun reviewing responses for legal services and will continue to review those responses on rolling basis. Although there is no deadline for submittal of proposals to this RFQ for Legal and Government Affairs, NORA will begin reviewing proposals and, if necessary, interviewing respondents immediately and then on a rolling basis until it has identified the appropriate firm or individual for a particular matter or matters.

II. SCOPE OF WORK & EVALUATION

A. GENERAL SCOPE OF WORK

NORA requests that the proposing firms or individuals provide federal government affairs services focusing on, but not limited to, representation of the agency on federal legislative matters, as well as legal services relating to all aspects of NORA's day-to-day operations. NORA shall retain the individuals or

law firm(s) as independent contractor(s) to serve as outside adviser to NORA on a range of legal and/or federal affairs matters.

Counsel and federal government affairs professionals selected by NORA will be assigned matters on a case-by-case basis in order to supplement those services already being provided by NORA's staff counsel and other contract legal counsel. In order to provide NORA with the maximum flexibility and breadth of legal and federal government affairs expertise, NORA reserves the right to award work to more than one firm or individual as a result of this RFQ. Through RFQs previously issued, NORA has selected counsel to assist with real estate acquisition and disposition matters as well as employee benefits matters. NORA will consider RFQ responses from firms qualified to provide real estate acquisition and disposition services as well as employee benefit services.

Given tight budgetary constraints, NORA will give special consideration to responses that provide details on an efficient and economical plan for furnishing legal services.

The respondent should structure its response mindful that NORA is seeking a range of services, while being particularly interested in professional assistance to address the following specific issues:

1. Advising NORA regarding its powers as set forth in NORA's enabling legislation, La. R.S. 33:4720.51 through 4720.71 and other statutes, ordinances, and regulations applicable to NORA's goals and mission;
2. Commercial and residential real estate transactions, including contract and finance matters related to development projects;
3. Bankruptcy matters related to real estate transactions and development;
4. Environmental matters related to acquisition and disposition of residential and commercial properties;
5. Tort liability defense matters that may arise in the context of NORA's day-to-day operations, including liability relating to properties owned by NORA;
6. Public records matters related to, among other things, requests for NORA to disclose confidential and proprietary information

obtained from third parties regarding proposed development projects;

7. Preparing and filing pleadings and motions with the Orleans Parish District Court and other local courts and state or local agencies, as necessary;
8. Preparing letters to opposing counsel and parties, required notices, and other papers;
9. Conducting legal research;
10. Appearing at meetings, trials, and hearings;
11. Rendering legal opinions relating to the expropriation of blighted properties;
12. Federal government affairs services, specializing in representing political subdivisions and municipalities in legislative and regulatory matters before Congress and federal administrative agencies. Additionally, respondent shall provide NORA with a representative client list and specific examples of appropriations / earmarks secured for those clients; and
13. Other legal services related to property acquisition and property disposition, as may be requested.

Firms or individuals may be selected to provide legal services in one or more specialty areas. More than one firm may be awarded a contract to provide legal or federal government affairs services in a specialty area. NORA cannot estimate, at this time, the number of hours of legal or federal government affairs services that it may require annually in a particular specialty area.

B. QUALIFICATIONS TO BE EVALUATED

Award of this contract shall be made based both on proposed rates and overall qualification levels. Respondents shall be evaluated on the following metrics:

- a. Rates for the service contemplated above. Rates are expected to be expressed in hourly increments and to include all expected staff that will be utilized for these functions. NORA will also consider maximum price caps and other fixed fee arrangements;

- b. Experience in providing legal and federal government affairs services, including NORA's specific needs as described in the Scope of Work;
- c. Availability to begin work immediately and complete deliverables on a rapid timeline;
- d. Adequate facilities and personnel to perform the services properly and expeditiously; and
- e. Recommendations from prior clients and, if desired, evaluations submitted by experts in the field.

III. GENERAL INSTRUCTIONS

1. DEFINITIONS

- A. "RFQ" shall refer to the entire set of documents associated with this Request for Qualifications and Fees including but not limited to these Specifications, the Respondent's Guarantees, and Respondent's Warranties for Consulting Services as well as any addenda to the aforementioned.
- B. NORA shall refer to the entity known as the New Orleans Redevelopment Authority, which is a public authority created under the laws of the State of Louisiana and, where the context speaks of approval of NORA, such approval is understood to be manifested by authorization of New Orleans Redevelopment Authority or its duly authorized representatives.
- C. "Contractor" shall refer to the respondent selected by NORA to provide the services set forth herein.
- D. "Contract" shall refer to the contract for services as executed between the Contractor and NORA pursuant to the RFQ and the Contractor's proposal.
- E. "Change Order" shall refer to any written modification of the Contract signed by NORA and the Contractor.

F. "Rate" shall refer to a standard rate for the performance (by category such as preparation and filing of applications with the City of New Orleans, the State of Louisiana, HUD, and other local, state and federal agencies; preparation of letter, notices, and other papers; research, and appearances at meetings and hearings) of the scope of services described above in section II. As noted above in Section II(B), NORA will also consider maximum price caps and other fixed fee arrangements.

2. PROPOSALS

Proposals will be received at NORA's offices, 1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112, beginning immediately and continuing on a rolling basis until a firm or firms have been selected to provide the requested professional services.

3. QUOTATION PERIOD

All quotations or proposals must remain valid until NORA executes the Contract for the services herein, but this period shall not exceed 120 days from the proposal's due date.

4. GUARANTEE

Each respondent must submit a fully completed and executed Respondent's Guarantee, attached hereto as Appendix "A".

5. BILLING DETAILS:

Billing shall be done on a monthly basis. The respondent shall explain the hourly rates for partners / principals, associates, and other staff, if applicable. The response shall also detail the basis for miscellaneous changes such as mileage or copying.

6. RESPONSIBLE FOR PROPOSAL

Respondents shall carefully examine all of the requirements of the RFQ, and shall evaluate all the circumstances and conditions affecting their proposals.

Failure on the part of any respondent to make such examination and to investigate thoroughly such areas shall not be grounds for any declaration that the respondent did not understand the conditions and requirements of the RFQ.

7. EXPLANATIONS WRITTEN AND ORAL

Should a respondent find a discrepancy in, or an omission from, this RFQ or should he or she be in doubt as to any meaning therein, the respondent shall at once notify in writing NORA, who will send written instructions to all respondents. Any such notice from a potential respondent must be received by NORA on or before October 31, 2008. NORA will not be responsible for any oral instructions. In order to obtain any clarifications or interpretations of those specifications, contact John Marshall at NORA: jtmarshall@cityofno.com; 1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112, (504) 658-4400 (phone) and (504) 658-4551 (fax).

8. ADDENDA

NORA reserves the right to amend the instructions, general and special conditions, scope of work, and specifications of this RFQ up to the time set for proposal opening. Copies of such amendments shall be furnished to all prospective respondents who have been issued a bid package. Where such amendments require significant changes in the scope of work, the date set for opening proposals may be postponed by such number of days as in the opinion of NORA shall enable prospective respondents to revise proposals; provided however, that, if the necessity arises to issue an addendum modifying the scope of work or specifications within the seven (7) calendar day period prior to the advertised time for the opening of proposals, the opening of proposal shall be extended by one (1) week. Addenda shall be part of the RFQ and the Contract, and receipt of all addenda shall be acknowledged in the Proposal Form by each respondent.

9. ANALYSIS OF PROPOSALS RECEIVED

NORA reserves the right to: (A) analyze the proposals submitted on the basis of the Hourly Rate or Rate and the services to be rendered, and (B) to investigate thoroughly the financial status, minority and woman owned business participation and hiring practices, experience, and record of each respondent, with the award being based upon the comparative qualities above-mentioned, as well as the prices and other information provided by each respondent.

If only one proposal is received in response to this RFQ, a detailed cost proposal may be requested of the single respondent. A cost/price analysis and evaluation may be performed in order to determine if the price is fair and reasonable.

10. REJECTION OR ACCEPTANCE OF PROPOSALS

The right is reserved by NORA to waive any irregularities in any proposal, to reject any or all proposals, to cancel this RFQ in whole or in part at any time, and to accept the proposal which, in the judgment of NORA, even though it does not offer the lowest dollar cost, so deemed the most advantageous for NORA. Any bid Proposal which is incomplete, conditional or obscure, or which contains irregularities of any kind, may be rejected. In the event of default of the successful respondent, or the successful respondent's refusal to enter into the Contract with NORA, NORA reserves the right to accept the proposal of any other respondent. Conditional proposals, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

11. UNACCEPTABLE PROPOSALS

NORA reserves the right to reject any proposal from a person, firm or corporation which is in arrears or is in default to NORA, on any debt or contract, or which has defaulted as surety or otherwise, upon any obligation to NORA, or has failed to perform faithfully the obligations of any previous contract with NORA.

12. CONTRACT REQUIRED

The successful respondent shall be prepared to enter into a contract with NORA within twenty (20) days after being advised of award.

13. COOPERATION WITH ALL PARTIES

Respondents are hereby made aware of the necessity for the successful respondent to cooperate in all ways possible with NORA and its representatives, with the City of New Orleans and its various departments.

14. PROPOSAL WITHDRAWAL

Prior to October 31, 2008, proposals may be modified or withdrawn by the respondent's authorized representative in person or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received at NORA's office no later than October 31st. After October 31st, proposals may not be withdrawn for a period of ninety (90) calendar days.

EXHIBIT A: STANDARD CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

The following documents shall be part of the Contract to be executed between the Contractor and NORA:

- A. Specifications,
- B. Respondent's Guarantees (Appendix "A")
- C. Respondent Warranties (Appendix "B"); and
- D. Non- Collusion Statement (Appendix "C").

2. CONTRACT TERM

The contact term shall commence on November 1, 2008, and shall terminate October 31, 2009.

3. CANCELLATION FOR CONVENIENCE BY MUTUAL AGREEMENT

The performance of services under this contract may be terminated by NORA in whole or in part, whenever NORA shall determine that such termination is in the interest of NORA. Any such termination shall be effected by delivery to the respondent of a notice of termination specifying the extent to which performance of services under the contract is terminated and the date upon which such termination becomes effective.

This contact may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other acts of termination shall be in accordance with the termination by default or convenience provisions contained herein.

4. DEFAULT/TERMINATION

NORA shall have the right to cancel this Contract upon fifteen (15) days written notice if the Contractor fails to fulfill any of the requirements, terms, or conditions of this Contract as determined by NORA.

NORA may, by written notice of default to the respondent, terminate the whole or any part of this contract if the respondent fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as NORA may authorize in writing) after receipt of notice from NORA specifying such failure.

If the contract is terminated in whole or in part for default, NORA may procure similar services upon such terms and in such manner as herein specified. The respondent shall be liable to NORA for any excess costs for such similar services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Upon the termination of this Contract, through expiration or otherwise, the Contractor shall aid NORA in all ways possible for continuing to furnish the services covered by this Contract on the same terms and conditions until a new contract takes effect, if NORA desires such a continuance.

5. INSURANCE AND INDEMNITY

The Contractor shall defend, indemnify and save harmless, NORA against any and all claims, demands, suits, and judgments made or owing to any parties, as well as the costs, attorneys fees, legal interest, and any other expenses associated therewith, resulting from, or by reason of any negligent or intentional act or omission or negligent or intentional operation of work of the Contractor, its agents, servants, subcontractors or employees, while engaged upon or in connection with services required of or performed by the contractor under the terms of this Contract, and thereafter. Further, Contractor shall maintain professional liability insurance to cover any negligent acts, errors, or omissions arising out of the work performed by Contractor, its agents, servants, or employees, while

engaged upon or in connection with services required of or performed by the Contractor under the terms of this Contract, and thereafter. Contractor also represents and warrants that it carries professional liability insurance in the amount usual and customary for firms of its size and practice area, subject to normal deductibles, and agrees that it will maintain this coverage throughout its representation of NORA.

The Contractor shall defend, indemnify, and save harmless NORA against any and all claims, demands, suits and judgments made or owing to any parties, as well as the costs, attorneys fees, legal interest, and any other expenses associated therewith, resulting from or by reason of, or arising out of any contract, agency arrangement, joint venture, employment relationship, or any other obligation or contractual relationship, whether expressed, implied, written, or otherwise between the Contractor and any other person or entity, engaged upon or in connection with services required or performed by the Contractor under the terms of this Contract, and thereafter.

The Contractor shall maintain, with insurance underwriters satisfactory to NORA, a standard form policy or policies of insurance in such amounts as to protect the Contractor and NORA against public liability for personal injury and property damage, and Workmen's Compensation and Employer's Liability.

To ensure that the selected respondent will be able to furnish the required insurance at the signing of this Contract, it is hereby required that all respondents must have these coverages currently in force for their present business operations and proof of this present coverage must be provided to NORA with any proposal that is submitted.

6. ASSIGNMENT OF CONTRACT

No portion of this contract may be assigned, transferred, or subcontracted without the prior written approval of NORA. If allowed to subcontract, no subcontractor may be replaced without the prior written approval of NORA.

7. PAYMENTS FOR SERVICES

NORA will pay for services rendered under this contract in accordance with its normal accounting procedures. In essence, all payments will be made after the services have been rendered.

To be paid under this Contract, the Contractor shall at the end of each month send a detailed bill for the services rendered during the previous month to: New Orleans Redevelopment Authority, 1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112.

Under no circumstances shall any delays in payments by NORA be considered as just cause for the Contractor not to furnish the services required herein.

8. TAXES

Contractor shall pay any charges or taxes assessed and/or levied upon this Contract, upon the performance of these services by the Contractor.

9. NON-WAIVER

Any waiver or any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent NORA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

10. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

To NORA: Executive Director
New Orleans Redevelopment Authority
1340 Poydras Street
Suite 600
New Orleans, LA 70112

To Contractor: _____

Communications in connection with this contract shall be in writing and shall be delivered personally, by facsimile or by regular, registered or certified mail addressed to NORA and the respondent. Telephone calls may be used to expedite communications but shall not be official unless confirmed in writing.

Communications shall be considered received at the time actually received by the designated representative of NORA and/or the respondent.

11. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought to enforce compliance with the Contract or for failure to observe any of the covenants of the Contract, Contractor agrees to pay NORA such sums as are reasonable and necessary as attorney's fees and costs to pursue said suit, action or proceeding.

12. EQUAL EMPLOYMENT OPPORTUNITY

In connection with this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, handicap, color or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, color, handicap, sex, or national origin. Such action shall include, but not be limited to the following: recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

13. CONFLICT OF INTEREST

No employee, officer or agent of NORA shall participate in the selection or in the award or administration of this contract if a conflict of interest, real or apparent, is involved. See Appendix "C" Non- Collusion Statement.

14. STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes, the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (6), and as such, NORA shall not be liable to the respondent for benefits or coverage provided by Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.) and, further, under the provisions of R.S. 23:1034, no person employed by the respondent shall be considered an employee of NORA for the purpose of workers' compensation coverage.

15. APPLICABLE LAW

This contract shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana. The respondent shall comply with all applicable laws of the State of Louisiana, the United States and local ordinances.

16. AUDIT AND INSPECTION OF RECORDS

The respondent agrees that NORA, or any of its duly authorized representatives, shall, for the purpose of an audit and examination, be permitted to inspect all work, materials, payrolls, and other data records with regard to the work, and to audit the books, records, and accounts with regard to work. Further, respondent agrees to maintain all required records for at least three (3) years after NORA has made final payment and all other pending matters are closed.

17. CONFIDENTIALITY

Respondent further agrees that any and all information, in oral or written form, whether from NORA, its agent or assigns, or other sources, or generated by respondent pursuant to this Contract shall

not be used for any purpose other than fulfilling the requirements of this Contract. Respondent further agrees to keep in absolute confidence all data relative to the business of NORA, its agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial and confirmation of any part of work hereunder shall be made by respondent without the prior written approval of NORA.

EXHIBIT B: STANDARD CONTRACT APPENDICES

APPENDIX "A" - RESPONDENT GUARANTEES

The Respondent certifies it can and will provide and make available all services set forth in Scope of Work and Time Requirements.

Signature of Official: _____
Name (typed): _____
Title: _____
Firm: _____
Date: _____

APPENDIX "B" - RESPONDENT WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Louisiana laws with respect to foreign (non-State of Louisiana) corporations.
- B. Respondent warrants that it will not delegate or subcontract its responsibilities under the contract without the prior written permission of the New Orleans Redevelopment Authority.
- C. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____
Name: _____
(Print or type)
Title: _____
Firm: _____
Date: _____

APPENDIX "C" - NON-COLLUSION STATEMENT

State of Louisiana _____

Parish of Orleans _____

_____, states that he/she _____ (a partner of the firm, officer of the corporation, or individual making the foregoing proposal or proposal), that said proposal is genuine and not collusive or sham; that-said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person to put in a sham proposal or to refrain from bidding, collusion, or communication or conference, with any person, to fix the proposal price or affiant or any other respondent information or to fix any overhead, profit or cost element, of any other respondent, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said proposal are true.

EXHIBIT C - PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS AND FEES FOR LEGAL AND FEDERAL GOVERNMENT AFFAIRS SERVICES FOR NEW ORLEANS REDEVELOPMENT AUTHORITY

Notice is hereby given that responses to a Request for Qualifications and Fees for Legal and Federal Government Affairs Services will be received immediately by the New Orleans Redevelopment Authority (NORA) at 1340 Poydras Street, Suite 600; New Orleans, LA 70112. NORA is currently reviewing proposal for legal services pursuant to a September 2008 RFQ. It will begin reviewing proposals for federal government affairs services immediately and begin interviewing prospective candidates on a rolling basis until a firm or firms have been selected.

Copies of the Request for Qualifications and Fees for Legal Services may be obtained from NORA's website, which is www.noraworks.org.

NORA reserves the right to accept or reject any and all proposals and/or any portions of proposals.

Joseph E. Williams
Executive Director