

GREATER NEW ORLEANS EXPRESSWAY COMMISSION



REQUEST FOR QUALIFICATIONS:

Bond Legal Counsel

R.F.P. No. 2021-002B

Qualifications Due Date: December 6, 2021

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
3939 N Causeway Blvd #400, Metairie, LA 70002
(504) 835-3118
www.thecauseway.us**

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**REQUEST FOR QUALIFICATIONS
TO PROVIDE BOND LEGAL COUNSEL SERVICES TO THE GNOEC**

PART I ADMINISTRATION AND GENERAL INFORMATION

1.1 Purpose

To facilitate debt service savings, the Greater New Orleans Expressway Commission (GNOEC) desires to explore refunding opportunities on one or more of its previously issued revenue bonds. The purpose of this Request for Qualifications (RFQ) is to obtain statements of qualification from qualified professionals to provide special legal counsel in connection with the potential issuance of bonds (“Bond Counsel”).

1.2 Goals and Objectives

The GNOEC seeks qualified professionals to serve as a special legal counsel to assist in any bond refunding opportunities, that comport with the RFQ Scope contained in Section II.

1.3 Schedule of Events

	<u>Time (CST)</u>
1. RFQ Published	November 5, 2021
2. Deadline to receive written inquiries	November 17, 2021
3. Deadline to answer written inquiries	November 19, 2021
4. Qualifications Due Date	December 6, 2021
5. Selection	TBD
6. Contract Execution	30 days after selection

NOTE: The GNOEC, at its sole discretion, reserves the right to deviate from this schedule.

1.4 Qualifications Submittal

All qualifications shall be received by the GNOEC no later than 12:00 p.m. (CST) on December 6, 2021.

Important - Clearly mark outside of envelop, box, or package with the following information and format:

- Proposal Name: Bond Counsel
- Proposal No: 2021-002B
- Proposal Due Date: December 6, 2021

Proposals will be received at:

Greater New Orleans Express Commission
3939 North Causeway Blvd., Suite 400
Metairie, LA 70002
Attn: Melissa Phillipott

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. GNOEC is not responsible for any delays caused by the Proposer's chosen means of qualifications delivery.

Proposer is solely responsible for the timely delivery of its qualifications. Failure to meet the qualification opening date and time shall result in rejection of the applicant.

1.5 Proposal Response Format

Qualifications submitted for consideration should follow the format and order of presentation described below:

- Cover Letter: Containing a summary of the Proposer's ability to provide and perform the services described in the RFQ and confirms that the Proposer is willing to perform those services and enter into a contract with the GNOEC. The letter shall be signed by a person having authority to commit the Proposer to a contract. If the Proposer is an agency, corporation, partnership or other legal entity, satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the qualifications submission.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- Table of Contents: Organized in the order cited in the format contained herein.
- Proposer Qualifications and Experience: History and background of Proposer, financial strength, and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- Scope of Work/Services Proposal: Illustrating and describing compliance with the RFQ requirements.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) copies of the qualifications and one (1) digital copy. The digital copy shall contain a single printable .pdf file which consists of the entire submitted package.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Qualifications prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFQ are also desired. Each Proposer is solely responsible for the accuracy and completeness of its qualifications.

1.6 Confidentiality

All documents submitted to the GNOEC are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted under this RFQ contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the GNOEC.

- (1) If the GNOEC receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;
- (2) Provided, however, that if any action is commenced against the GNOEC under the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives harmless from any costs, damages, penalties or other consequences of the GNOEC's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the GNOEC to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The GNOEC assumes no liability for disclosure or use of any document or portion of this RFQ that has not been clearly marked as "confidential" or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
- (4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the GNOEC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the GNOEC’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.” Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL.**”

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the GNOEC shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the GNOEC from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other agency, person or organization for the sole purpose of assisting the GNOEC in its evaluation of the proposal. The GNOEC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.7 Proposal Clarifications Prior to Submittal - Inquiry Periods

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFQ documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events in Section 1.3. Initial inquiries shall not be entertained thereafter.

The GNOEC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The GNOEC reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the GNOEC’s addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period may be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any GNOEC employee or GNOEC consultant. The GNOEC shall only consider written and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the GNOEC. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this solicitation must be in writing and may be delivered by mail, express courier, e-mail, or hand delivery to:

Greater New Orleans Expressway Commission
3939 North Causeway Blvd, Suite 400
Metairie, Louisiana 70002
504-835-3118
melissa@gnoec.org

1.8 Proposal Guarantee – Not required for this RFQ

1.9 Performance Bond – See the Bond and Insurance Requirements in the Appendix herein.

1.10 Changes, Addenda, Withdrawals

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the qualifications. If the Proposer chooses to withdraw his qualifications response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.11 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFQ and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.12 Non-negotiable Contract Terms

Non-negotiable contract terms include, but are not limited to: taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.13 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.14 Proposal Validity

All qualifications shall be considered valid for acceptance until such a time an award is made, unless the Proposer provides for a different time and period within its proposal response. However, the GNOEC reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.15 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his qualifications whether or not he produces or provides them. The GNOEC shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all changes resulting from the contract.

1.16 Written and Oral Discussions/Presentations

Written or oral discussions may be conducted with the Proposer(s) who submit qualifications determined to be reasonably susceptible of being selected for an award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may be formally recorded in the final contract.

1.17 Acceptance of Proposal Content

The mandatory RFQ requirements shall be contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.18 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the GNOEC's needs, price and other evaluation factors set forth in the RFQ considered, does not agree to a contract, those qualifications shall be rejected and the GNOEC may negotiate with another responsive Proposer. Negotiation may include revision of non-mandatory terms,

conditions, and requirements. The GNOEC must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.19 Cancellation of RFQ or Rejection of Qualifications

GNOEC reserves the right, in its sole discretion, to reject any or all qualifications received in response to this RFQ, or to cancel this RFQ if it is in the best interest of GNOEC to do so.

1.20 Evaluation and Selection

All responses received as a result of this RFQ are subject to evaluation by the GNOEC for the purpose of selecting the Proposer with whom the GNOEC shall contract.

The GNOEC will evaluate all qualifications and determine which qualifications are reasonably susceptible of being selected for Bond Counsel. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendations shall be made to the GNOEC for the Proposer(s) whose proposal(s), conforming to the RFQ, will be the most advantageous to the GNOEC, price and other factors considered.

The GNOEC may reject any or all statements of qualifications if none are considered in the best interest of the GNOEC.

1.21 Award

Selection(s) shall be made to the Proposer(s) whose statement of qualifications, conforming to the RFQ, are the most advantageous to the GNOEC, considering price and other factors.

The selection(s) may be made on the basis of the initial offer or as noted in Part 1.16.

1.22 Notice of Intent to Award

The GNOEC recommendation for Bond Counsel shall be forwarded to the Commission for selection.

After selection, the GNOEC will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.23 Insurance Requirements

Proposer shall have the coverage(s) required as stated in the Appendix, and shall furnish the GNOEC with certificates of insurance for affecting the required coverage(s).

1.24 Indemnification

Notwithstanding the above, the successful Proposer shall protect, defend, including the payment of attorney's fees and costs, indemnify, save and hold harmless the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives from and against any and all claims, expense and liability, arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful Proposer, its agents, servants, and employees, and any and all costs, expense and/or attorney's fees incurred by the successful Proposer as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives. The successful Proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false, or fraudulent.

1.25 Fidelity Bond Requirements – Not required for this RFQ

1.26 Payment for Services

Proposer shall charge the GNOEC in accordance with the terms of the contract.

1.27 Termination

The GNOEC may terminate any contract entered into as a result of this RFQ for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the contract; provided that the GNOEC shall give the Proposer written notice specifying the Proposer's failure. If within ten (10) days after receipt of such notice, the Proposer shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the GNOEC may, at its option, place the Proposer in default and the contract shall terminate on the date specified in such notice. The Proposer may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the GNOEC to comply with the terms and conditions of this contract; provided that the Proposer shall give the GNOEC written notice specifying the GNOEC's failure.

1.27.1 The GNOEC may terminate any contract entered into as a result of this RFQ at any time by giving thirty (30) days written notice to the Proposer.

1.27.2 The continuance of any contract entered into as a result of this RFQ is contingent upon the appropriation of funds to fulfill the requirements of the contract by the GNOEC. If the GNOEC fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced to prevent total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of

such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.28 Assignment

Assignment of any contract, or any payment under a contract, requires the advanced written approval of GNOEC in accordance with the contract terms.

1.29 No Guarantee of Quantities

The GNOEC does not guaranty that the items or requirements in this RFQ will provide a complete scope of services. The GNOEC, at its sole discretion, reserves the right to amend the items or services requirements. Additionally, the Proposer shall provide all material information related to the services proposed, whether specified or not, to provide a complete scope of work/services. The selection of a Proposer shall not be construed as a guarantee that the GNOEC will exercise an option to refund any of its previously issued bonds, and the GNOEC shall retain, in its sole discretion, the authority to determine whether to refund any of its bonds.

1.30 Audit of Records

The monitoring and auditing of the selected Proposer's records shall be allowed to the GNOEC and any of its employees and/or representatives.

1.31 EEOC and ADA Compliance

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Age Discrimination in Employment Act of 1972, and the Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

The Proposer shall keep informed of and comply with all federal, state, and local laws, ordinances, and regulations, which affect his employees or prospective employees.

Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Proposer shall maintain all records in relation to the RFQ and contract for a period of at least three (3) years following the termination of the contract.

1.33 Record Ownership

All records, reports, documents, or other materials related to any contract resulting from this RFQ and/or obtained or prepared by Proposer in connection with the performance of the services described for herein shall become the property of GNOEC, and shall, upon request, be returned to GNOEC, at the Proposer's expense, upon termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Qualifications (RFQ) and addenda (if any); and 3) the Proposer's proposal.

1.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of the GNOEC.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Proposer change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.36 Substitution of Personnel

The GNOEC intends to include in any contract resulting from this RFQ the following condition:

Substitution of Personnel: If, during the term of the contract, the Proposer or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the GNOEC for approval prior to any personnel substitution. It shall be acknowledged by the Proposer that every responsible attempt shall be made to assign the personnel listed in the Proposer's proposal.

1.37 Force Majeure

The Proposer or the GNOEC shall be exempted from performance under the contract for any period that the Proposer or the GNOEC is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Proposer or the GNOEC has prudently and promptly acted to take any and all corrective steps that the Proposer or the GNOEC can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination of the contract.

1.38 Governing Law

All activities associated with this RFQ process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; the purchasing rules and regulations when applicable; the GNOEC's Articles of Incorporation and Bylaws; and the standard terms and conditions, including the specifications listed in this RFQ.

1.39 Claims or Controversies

Proposer does, by signing a contract pursuant to this RFQ with the GNOEC, agree that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Proposer hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to the contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Compliance with the Specifications and Requirements

The Proposer shall certify and document that the proposal complies with all the specifications and requirements detailed herein.

2.2 Period of Agreement

The term of any contract shall be provided within the contract agreement by negotiation of the parties.

2.3 Price Schedule

Proposer shall provide a price schedule for all fees and interest rate schedules, including information as to whether any of their fees will be payable from the bonds when and if issued.

2.4 Qualifications

The Proposer must be qualified to perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of any bonds approved for refunding by the GNOEC.

2.5 Required Services

If selected, upon request of the GNOEC, the Proposer shall handle all legal proceedings required for the authorization, issuance, sale and delivery of bonds and provide advice to the GNOEC of a traditional legal nature as to the issuance and sale of the Bonds. The Proposer shall prepare all resolutions for adoption by the bond issuer and all related financing documents; attend meetings of the bond issuer and the GNOEC as related to the bond issuance; prepare all legal documents for application of approval of the bonds; prepare closing documents; prepare and file IRS Form 8038-G as required by Federal law; supervisor the execution and authentication of bonds; and submit post-closing reports to the State Bond Commission.

PART III EVALUATION

The qualifications will be evaluated in light of the material and the substantiating evidence presented to the GNOEC, not on the basis of what may be inferred. The following criteria will be evaluated when reviewing the proposals:

The following criteria are of importance and relevance to the evaluation of this RFQ. Such factors, listed in order of importance, may include, but are not limited to:

1. SCOPE OF WORK/SERVICES

- a. Required Services.

2. QUALIFICATIONS AND EXPERIENCE

- a. Specific experience – similar or larger scope of services currently being provided, including any prior services performed with the GNOEC;
- b. Personnel – experience of management staff, experience in similar projects, etc.

APPENDIX

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Publication
Jefferson, Louisiana

PUBLIC NOTICE

To facilitate debt service savings, the Greater New Orleans Expressway Commission (GNOEC) desires to explore refunding opportunities on one or more of its previously issued revenue bonds. The purpose of this Request for Qualifications (RFQ) is to obtain statements of qualification from qualified professionals to provide special legal counsel in connection with the potential issuance of bonds (“Bond Counsel”).

The firms selected will meet the specifications and requirements established in the Request for Qualifications (RFQ), and be in the best interest of and the most advantageous to the GNOEC.

The Request for Qualifications (RFQ) may be examined without charge at the administrative offices of the GNOEC. Copies of the RFQ may be obtained from the GNOEC at 3939 N. Causeway Blvd, Ste. 400, Metairie, Louisiana 70002, or electronically from the GNOEC’s website (thecauseway.us). Any questions related to the RFQ should be submitted in writing to Melissa Phillipott at melissa@gnoec.org.

All qualifications shall be received by the GNOEC no later than 12:00 p.m. (CST) on December 6, 2021.

Qualifications will be received at:

Greater New Orleans Expressway Commission
ATTN: Melissa Phillipott
3939 N Causeway Blvd #400
Metairie, LA 70002

BOND AND INSURANCE REQUIREMENTS

The following requirements are mandatory and non-compliance may result in rejection of a proposal or refusal to award a Contract at the sole discretion of GNOEC.

A. QUALIFICATIONS OF SURETIES AND INSURERS.

All required bonds and insurance policies shall be written with Sureties and Insurance Companies that are authorized to conduct business in the State of Louisiana; and shall be placed through and countersigned by an Insurance Agent duly licensed in the State of Louisiana. Such Insurance Companies and Sureties shall have an A.M. Best rating of not less than A-VI.

B. BONDS

<u>Type:</u>	<u>Amount:</u>
Performance Bond: N/A	Total Contract Price: N/A

C. BASIC INSURANCE SPECIFICATIONS:

1. Minimum Types and Limits of Insurance Required:
 - a. Commercial General Liability covering bodily injury and property damage, personal and advertising injury, and products and completed operations with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - b. Automobile Liability covering "Any Auto" or "All Owned, Non-owned, or Hired Autos" with a minimum combined single limit of \$1,000,000.
 - c. Workers' Compensation with Statutory limits and meeting Louisiana statutory requirements; with Employer's Liability limits of \$1,000,000 per accident/disease/employee.
 - d. Professional Liability (or equivalent) Insurance appropriate to the Proposer's profession to provide coverage against any claim which the Proposer becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence or claim and \$2,000,000 aggregate.
2. Deductible and/or Self Insured Retentions, Any and all deductibles and/or self-insured retentions in the required insurance policies shall be assumed by and be at the sole risk of the Proposer; and subject to approval by the GNOEC and its legal counsel.
3. "Claims Made" policies are not acceptable except with respect to Professional Liability and Cyber Liability.
4. Notice of Cancellation: Thirty (30) day prior written Notice of Cancellation, non-renewal or adverse material change must be provided to GNOEC, except ten (10) day notice for non-payment of premium.

5. Additional Insured: Commercial General Liability and Auto Liability policies shall name GNOEC, its Commissioners, employees, consultants, agents and engineers as Additional Insured, which said insurance shall be primary and non-contributory. Coverage for "Completed Operations" must extend to all Additional Insureds. The Proposer acknowledges that the cost of this insurance shall be included in their proposed Contract Price.
6. Waiver of Subrogation: Workers' Compensation and Employer's Liability must provide a Waiver of Subrogation to cover both oral and written contracts in favor of GNOEC, its Commissioners, employees, consultants, agents and engineers.
7. Certificate of Insurance: The Proposer shall deliver to GNOEC within ten (10) days after award notification of the contract Certificates of Insurance (COI) evidencing insurance as required by this Contract. A Notice to Proceed will not be issued and/or no work under the contract may be performed until after the COI has been provided, reviewed, and accepted by GNOEC and its legal counsel. The Additional Insured and Waiver of Subrogation requirements shall be demonstrated on the COI, or evidenced by providing copies of Endorsements or other applicable forms or documentation.

AFFIDAVIT OF NO SOLICITATION

STATE OF LOUISIANA
PARISH OF _____

Before the Undersigned Notary Public, came and appeared:

(Name of Affiant)

who, after having been duly sworn by the Undersigned Notary Public, did depose and say that:
I am the _____ (title or office) of
_____ (name of the Proposer), and I am
authorized by the Proposer to make this Affidavit on its behalf:

I.

The Proposer employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the Contract with the GNOEC for this RFQ for Bond Counsel services other than persons regularly employed by the Proposer whose services in connection with this RFQ or in securing the Contract were in the regular course of their duties for Proposer;

II.

No part of the Contract Price received by Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the RFQ are in the regular course of their duties for Proposer;

III.

Under penalty of perjury, the foregoing is true and to the best of my, and the Proposer's knowledge, information and belief.

SWORN & SUBSCRIBED BEFORE ME

Affiant

ON THE ____ DAY OF _____ 202__.

NOTARY PUBLIC SIGNATURE

PRINTED NAME

BAR ROLL NO. OR LICENSE NO.

MY COMMISSION EXPIRES