

# ADDENDUM No. 1

RFP No. 19-18

Bond Counsel

**Due: June 26, 2019 by 2:00 P.M. (local time)**

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes one (1) page.**

**The Proposer is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.**

**The following forms provided within the RFP Document must be included in submitted proposal:**

- **Attachment B - Non-Discrimination Declaration of Compliance**
- **Attachment C - Living Wage Declaration of Compliance**
- **Attachment D - Vendor Conflict of Interest Disclosure Form**

**Proposals that fail to provide these completed forms listed above upon proposal opening will be rejected as non-responsive and will not be considered for award.**

## I. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Does the City have bond counsel work already assigned and if so, please provide the project and firm.

Answer 1: Dykema will be our counsel for upcoming Ann Ashley bonds.

Question 2: Regarding Appendix A – Professional Service Agreement, VI Insurance and Indemnification; Part A – Requires that our insurance policies “protect itself and the City...”; does this requirement seek to add the City as an additional insured under our insurance policy?

Answer 2: The City does not need to be listed as an additional insured on any policy. This language can be removed.

Question 3: Regarding Appendix A – Professional Service Agreement, XVI Conflicts of Interest or Representation; Will the City agree to the general advance consent language included in our standard terms?

Answer 3: The agreement may be subject to negotiations at the City’s discretion. Concerns with the language used in the sample agreement should not be a deterrent to potential interested offerors from submitting a proposal.

Offerors are responsible for any conclusions that they may draw from the information contained in the Addendum.