



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
 SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement Management Services
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BID/RFP ADDENDUM

Date: 05/14/2018
 Addendum No. 1

BID/RFP No. RFP-17-021-CH BID/RFP TITLE: Legal Services

This addendum modifies the conditions of the above-referenced BID/RFP as follows:

The attachment provides answers to the questions received for the above-referenced RFP.
All other terms and conditions of the RFP remain the same.

All information, specifications terms, and conditions for the above-referenced BID/RFP, are included on the document posted on the Procurement Management website at <http://procurement.dadeschools.net>

The attached pages containing clarifications, additional information and requirements constitute an integral part of the referenced bid. If your bid/proposal has not been submitted, substitute the pages marked REVISED and mail your entire bid/proposal package.

I acknowledge receipt of Addendum Number 1

PLEASE NOTE: If your firm has forwarded a copy of this bid/proposal to another vendor, it is your responsibility to forward him/her a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed): _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

RFP-17-021-CH Legal Services

Questions

Question 1: We request changes in the indemnity provisions outlined in Section 9, 10, and 11. The firm has a large and expensive insurance policy that protects very broadly against damages caused to clients and others arising out of the provision of legal services. But the policy excludes coverage for promises undertaken by contract, such as some of the provisions in these sections:

1. In the proposed contract, the indemnity outlined in Section 9, 10, and 11 covers matters “incidental to Legal Counsel’s” performance. We acknowledge that we are responsible for damages caused by our fault. But unless narrowly defined, these paragraphs can be read to oblige the firm to defend against lawsuits that are unjustified and are not caused by the firm. As the proposed scope of services includes land use litigation and eminent domain litigation, it is likely that counterclaims or defenses will be made by the party the School Board chooses to litigate with. In addition, there is always the possibility that other litigation, such as a civil rights action, could be filed against the School Board for the land use or eminent domain action that it seeks to take. No law firm can prevent unanticipated and unjustified lawsuits from being filed due to a client’s directed course of action. If read broadly, these provisions make the law firm an insurer against such claims, rather than responsible for damages it actually causes. In addition, for example, if a third party is injured on the real property that is the subject of an eminent domain action, the law firm involved with the matter should not then be required to serve as the insurer for the eventual claim against the School Board. As these claims could be considered “incidental” to the work requested of Legal Counsel, can this language be clarified to only include situations where Legal Counsel has performed negligently and the negligence causes damage to the School Board?

Below is the revised language.

9. INDEMNIFICATION

To the fullest extent permitted by law, Legal Counsel shall indemnify and hold harmless the Board and its employees (“Indemnitees”) from and against all claims, liabilities, damages, losses, and costs arising out of, resulting from or incidental to Legal Counsel’s negligence, recklessness, or intentional wrongful conduct of Legal Counsel or other persons employed or utilized by Legal Counsel in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to Legal Counsel. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require Legal Counsel to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that Legal Counsel shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

10. DUTY TO DEFEND

Legal Counsel agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any

claim or demand arising out of, resulting from or incidental to Legal Counsel's negligence.

11. HOLD HARMLESS

Legal Counsel will hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of Legal Counsel, whether or not caused in part by the negligence or other culpability of the indemnitee. The following are deemed indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

2. In the proposed contract, the indemnity requirements include individuals, specifically "employees" in Section 9 and 10, and "members, officers and employees" in Section 11. These individuals would not be considered the "client" of the selected law firm, as that is the School Board entity. As we would expect to be the situation with other law firms, our professional liability insurance covers only clients, while these provisions ask us to be responsible not only to the client, but also to other people, which would render our firm to be the insurer of these individuals, jeopardizing our insurance coverage. Can this language be amended to specify that the indemnity covers the client only?

The client is the School Board and its employees.

Question 2: Are there any amendments to this RFP? Are there any amendments that I can expect after today's 5PM deadline for question?

No amendments to date.

Question 3: In section 2.2. Scope of Services, what is the best way to indicate our expertise in these areas? I am confused because #4 of the Contents of Proposal, Section 4, states, that the proposer must provide a response to all of the "items" listed in Section 2.0 of the RFP – what are the "items" this paragraph is referring to specifically?

The proposers must provide a response indicating at least one practice area. Utilize the references in addition to the narrative provided to indicate the firm's expertise in the practice areas.

Question 4: Likewise, #4 of the Contents of Proposal, Section 4, sentence reads: "If the proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item." Does "service" refer to the legal services in 2.2.1 (areas of law the board is requesting assistance with)? If yes, could you give me an example of an "appropriate alternative"?

No additional legal services beyond the practice areas listed in the Scope of Work are being requested at this time. An alternate fee arrangement may be submitted in the response.

Question 5: The firm has two questions regarding Section 5 of the proposal: Qualifications of the Proposer including Corporate Past Performance and Key Personnel.

“ Please provide 3 references whereby your company has successfully provided services requested within this RFP.”

1. Would you like the contact information for the parties represented? **Yes**
2. Is the firm to obtain three reference letters from the parties we represented? **Yes**
3. Are we to provide a short narrative of the claim and the outcome? **Yes**