



## Interurban Transit Partnership

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300 Ellsworth Avenue SW Grand Rapids, MI 49503-4005 616.456.7514 • Fax 616.774.1195

### ADDENDUM 1

**PROJECT:** Request for Proposals for Legal Services – Project 2019-05

**BUYER:** INTERURBAN TRANSIT PARTNERSHIP  
300 Ellsworth Avenue, SW  
GRAND RAPIDS, MICHIGAN 49503

**DATE:** December 18, 2018

**NOTICE:** The bid documents are amended in certain particulars as stated herein, which adds to and/or supersedes conflicting information in the Request for Proposals.

Work covered by the Addendum shall be subject to the requirements as stated in the bid documents.

**Acknowledge the addendum in the Proposal cover letter and include the cost of the work herein specified in the proposal.**

This Addendum is issued to provide amendments to the bid document and to respond to requests for deviations and clarification of documents.

### ITEM NO.

1. RFP document – Section 7: Contract Provisions – 9) Liquidated Damages, 17) Price Warranty, 20) Unavoidable Delays, 30) Environmental Resource Conservation and Energy Requirements, 31) Labor Provisions, 43) OSHA, 44) Cargo, 45) Buy America.

**AMENDMENT:**

The RFP document has been amended to exclude the above cited contract provisions.

2. RFP document – Page 55 – Required Federal Certificates – Certification of Primary Contractor Regarding Debarment, suspension, and Other Responsibility Matters AND Certification of Restrictions on Lobbying.

**AMENDMENT:**

The RFP document has been amended to exclude the above cited federal certificates.

### PROPOSAL QUESTIONS AND RESPONSES REGARDING THE ABOVE CITED PROJECT

**Q1.** Would ITP like to receive two separate proposals, one for General Corporate Legal Services and one for Labor & Employment Services? Or, one proposal in total (if proposing both?)

**A1.** The ITP has no preference regarding proposer's submittal of two separate proposals or one combined proposal. It is important to follow the requirements of Section 3: Requirements for Proposals AND if proposer's choice is to combine proposals as one it remains imperative proposers follow Page 9, 3.4 FINANCIAL PROPOSAL requirements by providing separate rates as defined for each service.

**Q2.** Can we send our own legal engagement form to ITP for review?

**A2.** Yes. You may include a copy along with your proposal.

- Q3.** For all unrelated transactional matters, will ITP provide advance consent?  
**A3.** No
- Q4.** Page 33 of the RFP includes an Indemnification section. This clause has the potential of voiding our malpractice insurance coverage because it broadens our duties beyond the coverage for lawyers. We maintain adequate malpractice insurance and when we submit our final proposal, we would request that this language be removed so we may provide coverage to ITP.  
**A4.** Understood; see answer A2 above.
- Q5.** Are we correct in understanding that 0% of the contract is slated to go to Disadvantaged Business Enterprises (DBEs)? If this is the case, would it be necessary for the firm to complete the DBE participation form?  
**A5.** You are correct in understand that the number is 0%. ITP requires that you submit the form signed under section 6 of the certification as it acknowledges that you have read the document.
- Q6.** Could you please provide a description of services included in the following practice areas:  
**a)** General and Public Liability, Insurance Protection and Liability Defense.  
**b)** Corporate and Commercial Law  
**c)** Intellectual Property and Licensing  
**d)** Errors and Omissions  
**e)** Electronic Media Issues  
**A6.** The ITP is unable to provide additional detail as requested.
- Q7.** Does the Certification form within the RFP apply to legal services?  
**A7.** Yes
- Q8.** The RFP states that this work will be on a five-year contract. Would ITP expect to receive rates locked for five years or may rates be reviewed on an annual basis?  
**A8.** The ITP is looking for proposers to provide locked pricing for each individual year of the contract for the first five years.
- Q9.** Is ITP open to a monthly retainer or other alternative fee arrangements?  
**A9.** No
- Q10.** May we provide rates by individual timekeeper? Note: Our rates range by practice area/expertise and one rate by level for all the areas encompassed in the RFP is not practical.  
**A10.** Understood, however the ITP has always requested price proposals in the format prescribed. From the ITP's perspective it would be difficult to compare price proposals with a multitude of price points. Request denied.
- Q11.** Do the average annual billings of \$275,000 relate to all of The Rapid's legal spend? Or, is that amount reflective of the legal spend for General Corporate Legal and Labor & Employment?  
**A11.** General Corporate Legal and Labor & Employment are inclusive of all the ITP's legal expenses. The above cited annual average is for all legal combined.