

**HARRISBURG AREA COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
#08-27
LEGAL SERVICES
ADDENDUM #1
ANSWERS TO QUESTIONS**

February 5, 2008

Question 1: On page 17, under the "OBJECTIVE" heading, the 11th legal service area is "representation before state and federal courts and bodies." Are you looking for information specific to criminal courts, commercial litigation, or regulatory?

Answer 1: The representation before state and federal courts and bodies are for any situation that may occur where The Community College may deem it necessary for attorney representation.

Question 2: On page 25, the fourth bullet point asks for a "detailed proposal on how you will accomplish the requested work. Include the proposed timeline with any applicable milestones." HACC is not asking us to respond to a specific matter, but is looking for general legal services provides, so we am unclear as to what you would expert in an answer as it relates to legal services. Can you provide us with more direction?

Answer 2: See Item C2 of Addendum #2.

Question 3: Page 25, bullet point 5 you ask us to list all the principals of the firm and the number of years they have been with the firm. Our firm has many partners, in many offices throughout the United States. Would you like us to list this information for all our partners, or just those from our Harrisburg office?

Answer 3: Just those of the local office that would be representing HACC. Refer to C6 of Addendum 2.

Question 4: Regarding the fee schedule, and related to our second question, you'd like us to list the hourly rates of our attorneys and then approximate the time each person will spend on this project. It is impossible for us to estimate the time we'll spend on a project without knowledge of what the project is. Perhaps you can provide us with additional direction on this questions. Also, can you clarify what the hours listed under the "HACC Historical Hourly Rate By Professional" represent?

Answer 4: Delete the request for "Percent of Hours". Just include the Position Title and Hourly Rate for each of those positions. Refer to Addendum 2 – X: Cost Proposal Sheet.

Question 5: Although obviously difficult to predict, what is your estimated percentage of HACC's total legal services expected to fall into each of the 12 practice areas listed on page 17 of the RFP over the next five years?

Answer 5: Refer to Addendum 2 – X:Cost Proposal Sheet.

The following is a breakdown for legal services for the past two years.

	<u>FY 2005-2006</u>	<u>FY 2006-2007</u>
Personnel:	28%	30%
Real Estate:	8%	14%
Redcay Issue:	21%	30%
Foundation:	4%	1%
Other:	<u>39%</u>	<u>24%</u>
Total	100%	100%

Question 6: Please clarify the nature of the information sought on both page 13, section D (Contractor History) and page 25, bullet #2. Both these provisions request full contact information for three references. Are you looking for a total of six different references and project descriptions (three in response to section D and three in response to bullet #2)?

Answer 8: Refer to Addendum 2 – Section D3. Only 3 references.

Question 7: Also in connection with page 25, bullet #2, we represent a number of institutions of higher education. Does the request for descriptions of three “projects” that best demonstrate our ability to deliver the required services seek the description of three single client matters, or would it be more helpful to discuss the range of client matters undertaken for three separate clients? For example, an individual “project” could be read as a description of a court case for a college or university client which would illustrate our experience in litigation. However, it would not illustrate our experience in providing the full range of services identified by the RFP. Please clarify.

Answer 7: Discuss the range of client matters undertaken for three separate clients. Refer to Addendum 2 – Section D4 and the information provided in Question 5.

Question 8: Does HACC currently have supplier diversity program?

Answer 8: No

Question 9: p.18, re: HACC request: *"The firm shall provide a complete organization chart showing the names and biographies of the principals of the firm as well as the prospective counselors to be assigned in their respective areas of expertise."*

Questions: By "principals" do you mean "partners"? If yes, our Firm has over 90 partners firm-wide; do you want biographies for all 90+ or only those who realistically could be involved in HACC matters as a result of their area of legal expertise and/or residence?

Answer 9: Principles would be the same as Partners. Just include those individual biographies that are at the local office that would represent HACC. Refer to Addendum 2 – Section C6.

Question 10: p. 25, re: HACC's Request: *"List all the principals of your Law Firm and the number of years with the firm."*

Question(s): By "principals" do you mean "partners"? If yes, our Firm has over 90 partners firm-wide; do you want a list of all 90+ or only those who realistically could be involved in HACC matters as a result of their area of legal expertise and/or residence?

Answer 10: Principles would be the same as Partners. Just include those principles that are at the local office that would represent HACC. Refer to Addendum 2 – Section C6.

Question 11: p.25, re: HACC's Request: *"State the size of the firm. If the firm is geographically headquartered in another city or location other than the local area. In addition, you should state the number of attorney's employed by your firm three (3) years ago and the number of attorneys expected to be employed three (3) years from now."*

Question: While we can supply the size of the firm (by number of attorneys) now and three years ago, it is difficult for us to project the size we will be three years from now. While we will project as asked, it would be helpful to know how this information will be used in HACC's consideration of our Firm's bid. Please advise.

Answer 11: Refer to Addendum 2. This information will be used to gauge if the firm is expanding, right sized, or consolidating.

Question 12: p.25, re: HACC's Request: *"List the number of attorneys who resigned, were dismissed or otherwise left the firm during the last (4) four years."*

Question: Like any law firm of our size (currently 285 lawyers) and scope (over 25 practice/service areas), our growth over the last four years has been determined by the needs of our clients and has often resulted in lawyer departures. However, we have also brought on many new lawyers in that time. To provide a more complete picture of our ability to staff matters, we would like to also provide the number of new hires over the last four years as part of our answer to this question. Will this information be of value to HACC in your consideration of our proposal?

Answer 12: Refer to Addendum 2. Please only use the last 3 years information at the local office that would represent HACC.

Question 13: Our firm is preparing a response to your RFP for which the deadline to submit proposals is February 14, 2008. We have a question about the expectations to provide insurance naming the College as additional insured, and the further expectation that the successful firm will agree to indemnify and hold harmless the College from matters arising out of the Firm's performance under the contract resulting from this proposal, which expectations appear on page 18 of the RFP.

Our question is whether these requirements may be waived under appropriate circumstances. We have occasionally been asked about indemnification from other clients, and have not agreed to do so because, although we are fully aware of our obligation to protect the client when we are in error, there are sometimes factual issues that make indemnification inappropriate. Further, our

malpractice insurance carrier has informed us that, consistent with industry practice, it will not list any of our clients as additional insureds under a professional liability policy. This is not a requirement we have faced in responding to proposals from other organizations.

Answer 13: Under Section III: GENERAL CONTRACTUAL REQUIREMENTS, Item D: INSURANCE – in the second paragraph: Remove: “The certificates of insurance coverage shall name HACC, Central Pennsylvania’s Community College as additional insured.”

Question 14: Add to contract:

MATTERS INVOLVING OTHER CLIENTS

HACC understands that from time to time Contractor will represent other clients in negotiations, drafting, analysis and review of commercial contracts, leases, and other matters with or relating to HACC that do not involve litigation or other adverse legal proceedings and that are not related to the services Contractor provides to HACC. Contractor will not undertake litigation or any legal proceeding adverse to HACC without first obtaining HACC's consent. This Agreement does not create an attorney/client relationship between Contractor and any trustees, officers, employees or entities related to HACC, unless Contractor otherwise agrees in writing.

(a) **INSURANCE** (Referencing in the RFP – Section III: General Contractual Requirements – Item “D” – Insurance)

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be filed with HACC, Central Pennsylvania's Community College Purchasing and Business Services Office within thirty (30) days of notice of award of contract. In no instance may any work commence prior to receipt of the certificates. A signed contract issued as notice of award shall not be considered valid until HACC, Central Pennsylvania's Community College Purchasing and Business Services has received the certificates.

The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. ~~The certificates of insurance coverage shall name HACC, Central Pennsylvania's Community College as additional insured.~~ Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the HACC, Central Pennsylvania's Community College's Director of Purchasing prior to commencing work.

(b) **INDEMNIFICATION** (Referencing in the RFP – Section III: General Contractual Requirements – Item “E” – Indemnification)

The Contractor shall hold HACC, Central Pennsylvania's Community College harmless from any liability, costs, or penalties in any way resulting from the **the Contractor's gross negligence or intentional misconduct** performance of the services related to this contract or from the conduct or actions of any persons provided by the Contractor for performance

of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement provided, however that this Section 1(a) shall not apply to any liability, costs, or penalties that are covered by Contractor's professional liability insurance..

Insurance (Referencing in the RFP – Section IX: Specifications / Attachments – Page 18 - Insurance)

~~The firm will be expected to provide insurance naming the College as additional insured, adequate to cover the firm's and the College's legal liability against professional liability claims arising out of the firm's performance on behalf of the College.~~

Furthermore, the successful firm will agree to indemnify, and hold harmless the College, its officers and employees from any claim, damage, liability, expense or loss, including defense cost and attorney's fees arising out of firm's gross negligence or intentional misconduct in its performance under the contract resulting from this proposal; provided, however that this agreement to indemnify shall not apply to any liability, costs, or penalties that are covered by Contractor's professional liability insurance.

Upon award and/or (10) days prior to start of service successful firm agrees to provide insurance certificates affording protection to the College without limit to liability obligations of the successful bidder.

Financial Statements (RFP 08-27, (Referencing in the RFP – Section IX: Specifications / Attachments – Page 19 – Financial Statements)

Monthly Billing Statements for actual legal services showing sufficient detail to track the expenses per individual activity are to be submitted to the Vice President, Finance and College Resources. These statements must be received no later than the 5th day of the month following each month's expenditures. The firm also agrees to allow its books and billing statements that pertain to the College's account to be audited by the College or its accountants at anytime after a 3-day written notification of intent to do so. The firm is expected to submit yearly summary Billing Statements on a July to June schedule to the office listed above.

Answer 14: HACC will accept the above requested changes.