



District of Columbia Housing Authority

1133 North Capitol Street, NE Washington, DC 20002-7599

202-535-1000

Tyrone Garrett, Executive Director

ADDENDUM

Addendum No. 2

Issue Date: November 1, 2018

SOLICITATION NO.: 0041-2018 GENERAL LEGAL SERVICES

The District of Columbia Housing Authority (DCHA) issues Addendum No. 2 to as follows. All Respondents shall acknowledge receipt of this addendum, sign below and return it with your proposal. **Failure to acknowledge receipt of this addendum may be cause for rejection of your proposal.** Respondents are informed that the above named solicitation is modified as follows:

- I. DCHA submits its **RESPONSES** to all **QUESTIONS** received related to the subject solicitation as detailed in Attachment A.

- II. DCHA submits **REVISIONS** to the subject solicitation as referenced in Attachment B.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
End of Addendum No. 2

Cheryl Moore
Contracting Officer

Acknowledgement of Receipt:

Respondent: _____

Name: _____ Title: _____

ATTACHMENT A
GENERAL LEGAL SERVICES
0041-2018

QUESTION 1: Descriptions of Services - What is the legal spend in each area?

DCHA RESPONSE: The amount of funds DCHA spends in each area varies each year depending upon a wide number of factors, and accordingly the spend varies each year. Litigation and real estate closings are not always predictable.

QUESTION 2: What are the average rates?

DCHA RESPONSE: The rates of the law firms engaged by DCHA vary widely, depending upon the size of the firm and the nature of the practice.

QUESTION 3: Are you able to share which firms are currently representing the DCHA for your current legal needs?

DCHA RESPONSE: Reno & Cavanaugh PLLC; Venable LLP; Ballard Spahr LLP; K&L Gates; Beveridge & Diamond PC; Douglas & Boykin PLLC; Saul, Ewing, Arnstein & Lehr LLP, Musolino & Dessel

QUESTION 4: While we understand that multiple firms are likely to be chosen as the successful bidder for the various sections of work, would an RFP process be forthcoming for each new body of work as the needs arise from the short list of vendors, or are firms chosen for new work?

DCHA RESPONSE: DCHA generally selects from among the firms that it selects through this RFP process to provide legal services. Occasionally there is a novel matter that requires an additional RFP process.

QUESTION 5: Is DCHA able to provide a breakdown by section on the anticipated number of hours are dedicated by current counsel yearly?

DCHA RESPONSE: DCHA cannot predict how many hours of legal services it will need in any one area.

QUESTION 6: Does DCHA envision transitioning work in any area to the selected vendors?

DCHA RESPONSE: DCHA is interested in engaging the best legal services at the best value for legal issues that arise at the agency, while spreading the work among a number of qualified firms.

QUESTION 7: Does DCHA have a program to police the market for potential patent infringers?

DCHA RESPONSE: DCHA does not have a program to police the market for potential patent infringers.

QUESTION 8: Typically, how many real estate transactions are undertaken by DCHA each year?

DCHA RESPONSE: There is not a typical year for real estate transactions for DCHA.

QUESTION 9: Are ULP (Unfair Labor Practices) charges included in the scope? If so, what is the approximate volume of both labor arbitrations and ULP charge matters?

DCHA RESPONSE: ULP and labor arbitrations are included in the scope. We have very few, if any ULP annually. The number of labor arbitrations vary, but in the last several years have numbered less than 5 annually.

QUESTION 10: With which unions does DCHA currently have contracts with?

DCHA RESPONSE: DCHA has Collective Bargaining Agreements with Local 2725 of the American Federation of Government Employees and the Fraternal Order of Police.

QUESTION 11: When are current contracts set to expire?

DCHA RESPONSE: Both union contracts have expired. DCHA and the respective unions are continuing to operate as though the contracts are currently in effect.

QUESTION 12: Are there any contractual obligations that would flow down to the winning bidder as a result of, or in connection with providing the requested services.

DCHA RESPONSE: Attachment A will be incorporated as a part of the contract between DCHA and all firms selected by DCHA.

QUESTION 13: For Section B.1.14 - General Legal Issues - for pricing purposes, can DCHA please provide examples of the type of work they envision in this section and what is meant by the term "other necessary legal services?"

DCHA RESPONSE: DCHA likes to include this section to cover novel legal questions that may arise. In recent years, no issues that were not already covered in existing areas described in the RFP have needed to be addressed.

QUESTION 14: D.4. Are we required to name DCHA as additional insured on our professional liability policy? Our carrier will not do so, and we understand that our carrier's position is standard in the industry.

DCHA RESPONSE: The RFP requires that DCHA be named as additional insured with respect to General Liability.

QUESTION 15: D.4.(d). To the extent our insurance contract does not provide for the insurance company to notify DCHA in the event of a substantial change, is it sufficient for the firm to agree contractually to provide such notice.

DCHA RESPONSE: Yes. The notice must be provided in accordance with the timelines described in the requirements.

QUESTION 16: D.4(e). One of the firm's insurance carriers is not rated by AM Best. Is it sufficient for the carrier to be rated [A by Fitch]?

DCHA RESPONSE: DCHA would need to review the insurance coverage with its insurer to confirm that insurance coverage and carrier are acceptable.

QUESTION 17: The indemnification provision can impair the firm's insurance. Is DCHA willing to discuss modifications to the provision?

DCHA RESPONSE: No.

QUESTION 18: Would you please explain the nature of the insurance being requested by section D.5. The provision is not consistent with the requirements set forth in D.4.

DCHA RESPONSE: This question is too vague to respond to as drafted.

QUESTION 19: Is DCHA willing to discuss the requirement that the insured's insurance be primary?

DCHA RESPONSE: No.

ATTACHMENT B
GENERAL LEGAL SERVICES
0041-2018

REVISE SECTION D-CONTRACT TERMS, **D-4 INSURANCE** on page 21 and **REPLACE** with the following:

Contractor shall carry and pay for:

PROFESSIONAL SERVICES MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
<i>Commercial General Liability (GL):</i> Per Occurrence: \$2,000,000 Aggregate: \$4,000,000
ADDITIONAL COVERAGE
<i>Umbrella or Excess Liability</i> \$5,000,000
<i>Employment Practices Liability:</i> \$2,000,000
<i>Employee Dishonesty:</i> \$250,000
<i>Professional Liability/ Errors & Omissions:</i> Per Occurrence: \$2,000,000 Aggregate: \$4,000,000

With respect to Commercial General Liability and Umbrella/Excess Liability these policies shall be endorsed to name the DCHA as an additional insured and as a loss payee.

*** The remaining Insurance Requirements are consistent with Section D.4 of the solicitation.*