



**RFQ No. 24-10-31001
Bond and Tax Counsel Services**

**Addendum No. 01
Release Date: April 26, 2024**

GENERAL ITEMS

Item No. 01 - Please reference Q3/R3. ARTICLE I – INSTRUCTIONS TO RESPONDENTS, SECTION 1.19 NON-DISCRIMINATION PROVISIONS **DELETE** paragraph in its entirety and **REPLACE** with

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

QUESTIONS & ANSWERS

Q1. Will it be deemed non-responsive if a proposal includes a response for only some of the services? More specifically, may a law firm respond to serve solely as disclosure counsel only (and not for bond or tax counsel services)?

R1. JAA is requesting bids for Bond and Tax Counsel Services. JAA does not have an immediate need for disclosure counsel services.

Q2. Article IV with the checklist of required documents to be submitted requires us in Part G to initial an "Acknowledgement of Warranty Acceptance." I do not see this referenced anywhere else in the RFP and am not sure it applies to this scope of services. Can you either confirm that it does not apply or provide additional clarification as to what we would be acknowledging?

R2. Letter G of Article IV, "Acknowledgement of Warranty Acceptance" is NOT APPLICABLE to this RFP. The signature for Letter G is not required.

Q3. Reference ARTICLE I – INSTRUCTIONS TO RESPONDENTS, SECTION 1.19 NON-DISCRIMINATION PROVISIONS

The Respondent generally agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. **The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal**



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~~Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference.~~ The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

Respondent is not currently and will not be engaged in federally funded work and Respondent is not currently and will not be performing in furtherance of a federal prime contract or federal grant. Respondent is not considered a "subcontractor" or "subgrantee" that is responsible for performing services within the scope of JAA's federal contract or grant. As a result of which, the Respondent has determined that the federal contractor requirements, including without limitation, those of EO 11246, the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs, 38 USC Section 2-12, EO 12898, EO 13166, and 70 Fed. Reg. at 74087 to 74100, are not applicable to the Respondent.

R3. While not exactly sure of the Respondent's rationale for requesting the deletion of the text highlighted, JAA is okay with the same. JAA cannot confirm or agree that the contemplated scope of services will not involve federally funded projects.

Q4. Reference ARTICLE II – GENERAL CONDITIONS, SECTION 2.06 INSURANCE, Commercial General Liability.

Respondent agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Respondent further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, limited "Insured Contract" Contractual Liability (as defined by the policy), Cross Liability nor Professional Liability. Notwithstanding anything in this provision, anything contained in this RFP, or anything contained in any other JAA document, the aforementioned insurances and all other insurances in this section 2.06 shall be subject to the extent of coverage afforded in the policy.

Respondent is requesting approval to add additional language, edits are highlighted for ease of review for all proposers.

R4. No. JAA will not accept the requested additional language edits to the Commercial General Liability section as highlighted above.

Q5. Reference ARTICLE II – GENERAL CONDITIONS, SECTION 2.06 INSURANCE, Cyber Liability Insurance.



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Cyber Liability Insurance: WAIVER AVAILABLE Respondent shall procure and maintain Cyber Liability Insurance at a limit of liability not less than \$1,000,000 per occurrence or claim. JAA must receive notice **from the Respondent in the event of cancellation** ~~30-day notice of intent to cancel, non-renew, or make material change in coverage.~~ Cyber Liability Insurance Coverage, **and/or its Professional Liability Insurance Coverage** shall contain the following:
Respondent is requesting approval of edited language as highlighted.

- (a) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- (b) Network security liability arising from the unauthorized use of, access to, or tampering with, or destruction of data and/or computer systems.
- (c) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (d) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- (e) Liability arising from the rendering, or failure to render, professional services.

Respondent is requesting approval to add and delete language in this section as highlighted for ease of review for all proposers.

R5. No. JAA will not accept the requested additional language or deletion request to the Cyber Liability section as highlighted above.

Q6. Reference ARTICLE II – GENERAL CONDITIONS, SECTION 2.06 INSURANCE, Waiver of Subrogation

Waiver of Subrogation: Respondent agrees by entering into this contract to a Waiver of Subrogation for each required policy herein **with the exception of its Cyber Liability Insurance**. When required by the insurer, or should a policy condition not permit Respondent to enter into a pre-loss agreement to waive subrogation without an endorsement, then Respondent agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Respondent enter into such an agreement on a pre-loss basis.

Respondent is requesting approval to add language in this section as highlighted for ease of review for all proposers.

R6. No. JAA will not accept the requested additional language to the Waiver of Subrogation section as highlighted above.

Q7. Reference ARTICLE II – GENERAL CONDITIONS, SECTION 2.06 INSURANCE, Certificate of Insurance



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Certificate(s) of Insurance: Respondent agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full

force and effect. Said Certificate(s) of Insurance, with the exception of its Cyber Liability Insurance shall include a minimum 30 day endeavor to notify due to cancellation and 10 days written notification of cancellation for non-payment of premium or non-renewal of coverage. The Certificate Holder address shall read:

Respondent is requesting approval to add and delete language in this section as highlighted for ease of review for all proposers.

R7. No. JAA will not accept the requested additional language or deletion request to the Certificate of Insurance section as highlighted above.

The Question and Answer period is closed.

Submittal Due Date is Tuesday, May 7, 2024 at 2:00 PM (local time)

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