

August 13, 2010

To: All Interested Respondents

Re: RFP for Bond Counsel

### **Addendum #1**

This Addendum sets forth the Q&A for questions received by the CRDA website pursuant to section 1.5 of the RFP documents before the Q&A deadline of August 11, 2010 at 2:00 p.m. Any questions received after the deadline will not be entertained.

Q1. The firm is unable to enter into a contract that contains the indemnification language found in Section 14 of the Professional Services Agreement. However, the firm maintains professional liability insurance of \$20 million per occurrence and \$40 million in the aggregate. Would CRDA be willing to waive the indemnification language in Section 14 of the Professional Services Agreement where the firm carries professional liability insurance well in excess of that required under the Professional Services Agreement?

A1. CRDA requires the indemnity provision as presented.

Q2. In responding to Sections 3.2(B)(7) and (8), should the firm identify only New Jersey state agencies, departments or authorities or should this information be provided for agencies, departments and authorities that the firm has represented in New Jersey and any other states?

A2. The firm must identify NJ agencies, department or authorities. The firm may identify other states and their agencies, departments and authorities.

Q3. In responding to most RFPs, the firm provides a blended hourly rate and a fee cap as part of its fee proposal. In addition to or in lieu of the individual hourly rates requested in Attachment 11, Fee Schedule, would CRDA consider a blended hourly rate and a fee cap?

A3. All respondents should complete the Fee Schedule as presented.

**The respondent is responsible to ensure that all changes are incorporated into the original RFP. All instructions, terms and conditions of the Contract Documents shall remain unchanged, unless expressly modified.**