



County of El Paso Purchasing Department
800 E. Overland Room 300
El Paso, Texas 79901
(915) 546-2048 / Fax: (915) 546-8180
www.epcounty.com

ADDENDUM 2

To: All Interested Bidders
From: Lucy Balderama, Inventory Bid Technician
Date: November 20, 2014
Subject: RFQ #14-055, Bond Counsel for the County of El Paso

This addendum has been issued to notify vendors of the following questions:

1. Pertaining to the Indemnification Clause on p. 20 (#24):

This indemnity clause does not appear to be designed for work by law firms, as it refers to “contractor’s operations under this contract,” “use of County facilities and/or equipment,” “loss of life, property or injury or damage to the person,” “and subcontractors and laborers” – none of which are typically involved in the provision of legal services. It is a broad indemnity clause, and would require the firm to be responsible for any damages arising from the firm’s work under this contract, even in the absence of negligence by the firm or its agents. It is also a non-mutual indemnity clause, placing liability exclusively on the firm. Is this clause necessary or appropriate in a legal services contract, particularly given the assurances given to the County with respect to the firm’s insurance coverage? It is requested that this clause be eliminated from this agreement.

Response: Any concerns a Respondent may have regarding the General Provisions should be noted and addressed in its response to the RFQ. If selected, the County will consider those concerns as part of the contract negotiation.

2. Pertaining to Proof of Insurance on p. 21 (#25):

Can the Fire Legal Damage Liability be waived? As a partnership that provides solely professional legal services, this type of coverage insures a risk that is not reasonably foreseeable to result from the legal service provided.

Response: Any concerns a Respondent may have regarding the General Provisions should be noted and addressed in its response to the RFQ. If selected, the County will consider those concerns as part of the contract negotiation.