

CHELMSFORD PUBLIC SCHOOL DISTRICT
Chelmsford, Massachusetts

Request for Proposals

Legal Services

General Counsel - Collective Bargaining - Special Education

Statement of Interest

The Chelmsford School Committee requests proposals from qualified law firms or individual attorneys for general, collective bargaining and/or special education counsel and legal services. Qualified proposers should note that, in accordance with MGL Chapter 30B, Section 1 (b)(15), the procurement of legal services are exempt from the procurement process and the Chelmsford School Committee reserves the right to waive any defect in a proposal and to select the firm(s) or individual(s) that the Chelmsford School Committee in its sole discretion determines best meets the needs of the Chelmsford Public School District.

About Chelmsford

Scope of Services

Counsel to the Chelmsford School Committee is to provide legal advice and counsel on a variety of matters pertaining to all aspects of municipal/school government. The selected firm(s) or individual(s) will provide legal advice and support to the Chelmsford School Committee and school department administration in the areas relating to, but not limited to, procurement, contracts, collective bargaining, contract administration, grievance processing, litigation, civil rights, ethics, schools, special education and interpretation of state and federal statutes and regulations.

Counsel maintains a log of all cases and makes a semi-annual written report to the School Committee containing a statement of each case which has been settled, tried or otherwise disposed of during the year as well as those cases still pending with status of same.

Counsel drafts contracts and agreements as necessary or reviews contracts and agreements prepared by the school department administration. Counsel approves all contracts and agreements as to form.

Back-Up

The appointee(s) must have within his or her firm or through an established “of counsel” relationship at least one other qualified attorney available to render advice and otherwise represent the interests of the Chelmsford School Committee when the appointee(s) is (are) unavailable. In this context, “qualified attorney” shall mean another lawyer who substantially meets the minimum qualifications set forth herein for the appointee.

Accessibility

The appointee(s) must commit to returning all calls and e-mails from authorized officials either himself/herself or through a qualified back-up within 24 hours of the call, excluding weekends or holidays. The appointee(s) must also commit, as a general rule, to responding to requests for written opinions within one week unless the circumstances of the opinion warrant a shorter or longer time frame for a response, and this is clearly communicated at the time of such request.

Specifically identify the lead-time required for attending scheduled or ad-hoc meetings. Identify how quickly the Counsel can arrive in person to attend an unscheduled, urgent meeting. Identify the same for any assisting attorney(s).

Duration

The anticipated contract start date is March 1, 2016 with a one (1) year term. There may also be an option to renew for one or multiple year terms, based upon mutual satisfaction, to be determined 60 days prior to the expiration of initial agreement.

Separation

The Chelmsford School Committee reserves the right to terminate this agreement with thirty (30) days advance written notice with or without cause and the CONSULTANT can terminate this agreement upon sixty (60) days advance written notice with or without cause.

Primary Contact

Copies of the request for proposals may be secured at the Superintendent's Office, 230 North Road, Chelmsford, MA, 01824, from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays.

Six (6) copies of the proposal must be submitted to:

Jay Lang, Ed.D.
Superintendent of Schools
Chelmsford Public Schools
230 North Road
Chelmsford, MA 01824

All proposals must be received before 4:00 p.m. on Friday February 5, 2016, at which time and place they will be accepted and distributed for review by the Chelmsford School Committee. All proposals must either be hand delivered or express mailed in a sealed, opaque envelope. Facsimiles and e-mail are not acceptable and will be considered non-responsive. It is anticipated that the Chelmsford School Committee will award a contract(s) within thirty (30) calendar days of the proposal submission.

The Chelmsford School Committee reserves the right to accept, reject, and/or suggest modifications to any and all proposals and make awards as deemed in the Chelmsford School Committee's best interest.

REQUEST FOR PROPOSAL (RFP)

PROPOSAL FORMAT

In order to evaluate and compare each proposal, it is required that all proposals follow the general format and sequential order of this request for proposal. It is recommended that each section of this request for proposal be addressed in depth in the order as it is found in this request for proposal.

The following information, at a minimum shall be submitted:

- a. Background statement including the name of firm/individual, capabilities, history, and other general introductory information. In addition, the name, title, address, telephone/fax numbers of the individual with authority to negotiate and contractually bind the firm. Provide a summary depicting the overall size of the firm, with an organizational chart. List all the municipalities and school committees the firm is currently serving with primary contact information. Detail any work you do that is not related to municipalities and school committees and what percentage of the overall business of the firm this represents.
- b. Qualifications, resumes and position with firm for personnel that will be assigned to work on matters pertaining to the Chelmsford Public Schools.
- c. A detailed summary of all areas of expertise and experience to include the types of services supplied to past and present clients. This information should include areas of specialization and experience in such matters as: general municipal/school law, collective bargaining, procurement, contracts, laws against discrimination, conflict of interest, special education and consultant contracts and services.
- d. A detailed description of how the law firm or individual will supply legal services to the Chelmsford School Committee and general approach to serving as Counsel. Please identify the proposed primary contact person with the Chelmsford School Committee and if one or more attorneys will be assigned to the Chelmsford Public Schools. If more than one attorney will be assigned to the Chelmsford School Committee, how consistency will be maintained between Counsel and the Chelmsford School Committee.
- e. A list of references that includes any municipalities and school committees that have been represented by the law firm or individual attorney within the past five (5) years.
- f. A listing of any complaints or grievances filed, with outcome, against the law firm or individual attorney within the past five (5) years. If your services have been terminated or you were not reappointed by a municipality or school committee, please list and explain the circumstances. Also please indicate if you

have ever terminated a contract with a municipality or school committee, if so please explain the circumstances.

- g. A detailed proposal regarding the expenses involved for the provision of legal services including any retainer, hourly rate of personnel providing these services, reimbursable expenses, and other costs involved. This should include proposals for annual maximum legal expenses, as applicable. The Chelmsford School Committee is open to considering any of the following forms of legal representation:
 - a. Fixed retainer/flat fee for all services rendered;
 - b. Hourly rate (s) for all services rendered;
 - c. Combination of fixed retainer/flat fee and hourly rate(s) for specified additional work
- h. Cost Containment: Special attention should be paid to recommendations for managing and controlling the cost of legal services. The Chelmsford School Committee is interested in receiving innovative cost containment proposals and suggestions for legal services. This request should include proposals for review and improvement of current procedures, quality control measures, the manner in which specialists will be retained, and any other suggestions regarding the function of Counsel and cost containment measures.

NON-BINDING

This is a Request for Proposal (RFP) and is not to be construed as an offer to enter into a contract.

PROPOSAL EXPENSES

The Chelmsford School Committee shall not incur or be responsible for any expenses incurred by any proposer or others as a result of the proposal process. All expenses will be the proposer's sole responsibility.

ADDENDA AND INTERPRETATION

No oral interpretation or answer to a question relating in any way to this Request for Proposal will be given. All interpretations and other information will be in the form of written Addenda.

Should a proposer (firm) find discrepancies, omissions, or items requiring clarification the proposer shall immediately request an interpretation. Requests for interpretation must be sent via e-mail by the close of business on Friday January 29, 2016 to:

Jay Lang, Ed.D.

Superintendent of Schools

Chelmsford Public Schools

230 North Road

Chelmsford, MA 01824

langj@chelmsford.k12.ma.us

FINANCIAL CONDITION

Prior to execution of a contract, the successful bidder if requested by the Chelmsford School Committee must demonstrate, to the Chelmsford School Committee's sole satisfaction:

- Adequate financial resources to meet its obligations
- The ability to maintain such resources for the term of the contract

TRANSITION PLAN

The bidder must describe how your firm transitions in implementing services to the Chelmsford School Committee, and how you would transition to a new firm in the event of transfer in the future.

INSURANCE REQUIREMENTS

All proposers must provide evidence of professional malpractice insurance, including coverage limits.

PAYMENT TERMS

The successful proposer shall invoice the Chelmsford School Committee monthly, or more frequently if requested by the Chelmsford School Committee. All invoices shall list

the matter(s) worked on and the time associated with the invoiced amount. Please outline your payment terms as part of your proposal.

CONTENTS OF RFP/PUBLIC RECORDS

Once opened by the Chelmsford School Committee, a response to this RFP is public record under Massachusetts Public Records. The contents of the RFP as accepted by the Chelmsford School Committee may become part of any award as a result of this RFP. All RFP's, being public record, will be available for public inspection during normal business hours.

SELECTION PROCESS

The Chelmsford School Committee will review all submitted proposals and will determine which firm(s) or individual(s) will be invited to attend personal interviews based upon the information submitted by the firm or individual. The Chelmsford School Committee reserves the right to accept, reject, and/or suggest modifications to any and all proposals and make awards as deemed in the Chelmsford School Committee's best interest.