



REQUEST FOR PROPOSAL

Town Counsel Services

*Board of Selectmen
Easton Massachusetts*

Issue Date: September 15, 2010

Due Date: October 13, 2010

1. GENERAL

The Town of Easton, MA is seeking proposals for the procurement of Town Counsel services from an experienced and reputable firm.

The Town of Easton is located 30 minutes from Boston, 45 minutes from Cape Cod, and 45 minutes from Providence. The community is approximately 29 square miles in area and has an estimated 2010 population of 23,357. Easton is situated in the Greater Brockton Area, which is strategically located between State Route 128 and Interstate 495, the inner and outer loops around Boston. State

Routes 3, 24, and 28 provide easy access to the air, port, and intermodal facilities of Boston and Providence. Easton is governed by an Open Town Meeting and the executive branch is made up of an elected five-member Board of Selectmen, serving three-year terms.

- 1.1 The Town of Easton seeks to compare the relative breadth and depth of experience proffered by interested firms, as well as, to compare the cost of services.
- 1.2 The Town wishes to establish a long term relationship with a single firm for all non-labor related legal work.
- 1.3 Easton reserves the right to waive any informality or reject any proposal.
- 1.4 Proposals are due in the Office of the Town Administrator, David Colton, by **10:30 a.m. on October 13th, 2010.**

2. Form of Proposal

Interested firms shall submit written proposals on or before the deadline which address, at a minimum, the following:

- The name of the Attorney who would serve as the Town's Counsel of Record. This attorney will serve as the primary point of contact between the Town Administrator and the firm.
- A detailed description of the proposed Counsel's experience and specialties, noting any significant achievements.
- The names, description and specialties of any attorneys who would support Town Counsel due to their expertise in a specific area of specialization.
- A summary description of the firm and its principal partners.
- A full list of all municipal clients who have employed your firm over the past three years.
- A list of at least five references including contact information.

- A detailed list of services to be provided, clearly noting any customary legal services that would be excluded. Among the services offered must be:
 - On call general advisor to the Town Administrator and Board of Selectmen.
 - Twice monthly office hours (approx. 4 hours each) at Easton Town Hall to confer with staff and/or committee members
 - Assistance in preparation of Annual and Special Town Meeting Warrants
 - Attendance at Town Meetings and other meetings as needed.
 - Review and “as to form” approval of all contracts for goods and services including design and construction
 - All formal opinions requested by the Town Administrator or Board of Selectmen
 - Representation in all general and land use matters including permitting and enforcement including defense of the Town and prosecution on the Town’s behalf in related litigation
 - Training seminars on current legal issues for staff and/or volunteers
 - Legal research regarding proposed by-law and/or policy changes and changes in state or federal law.
 - Representation in all licensing matters jurisdictional to the Board of Selectmen including liquor licensing.

3. Fee for Services

All proposals must include detailed fee information. The Town shall be presented with three options for structuring the fee:

I. Option 1. Flat monthly fee plus hourly rate.

- a. Included in the flat fee would be all legal work listed above performed by the firm’s partners, associates and/or attorneys-of-counsel and related services performed by the firm’s

support staff. For the Town's convenience, all services provided by the firm will be itemized.

- b. The flat fee shall include all representation and legal opinions for general and land use matters as well as attendance at Annual and/or Special Town Meetings, as necessary, up to four board hearings or meetings per month, and up to two training seminars per year.
- c. The flat fee shall include defense and prosecution of all customary land-use litigation relating to zoning, planning, board of health and conservation, as well as enforcement of zoning and general by-laws.
- d. The firm's internal costs, such as telephone services, utilities and clerical assistance, shall not be the Town's responsibility. Nor shall standard mailing fees or routine copying costs charged to the Town. Filing fees, the cost of bulk copying and extraordinary mailing fees (e.g. certified mailings, overnight mailings), recording costs, and costs for other similar items, however, shall be billed on a direct basis. Expert consultant fees, title examinations and costs for stenographic transcripts shall also be the Town's responsibility provided such services are approved in advance by the Town Administrator.
- e. The flat fee shall include all travel between the firm's place of business and the Town.
- f. The hourly rate would apply to legal work expressly excluded from the flat fee as listed in the firm's proposal, additional meetings, and litigation not relating to zoning, planning, board of health and conservation, as well as enforcement of zoning and general by-laws.
- g. Matters subject to hourly billing shall be billed in increment not less than one tenth (1/10) of an hour. There shall be no charges for insubstantial telephone conversations or insubstantial email exchanges with the Town's officials.

II. Option 2. Partial Flat Fee plus hourly rate

- a. **Same as Option 1 except all litigation would be excluded from the flat fee and charged at an hourly rate.**

III. Option 3. All services at an hourly rate.

4. Terms and conditions

4.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the Town of Easton as necessary to gain such understanding. The Town of Easton reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the Town of Easton reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Town of Easton.

4.2 Good Faith Statement

All information provided by The Town of Easton in this RFP is offered in good faith. Individual items are subject to change at any time. The Town of Easton makes no certification that any item is without error. The Town of Easton is not responsible or liable for any use of the information or for any claims asserted there from.

4.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

- 4.3.1 **Vendors' Inquiries.** Applicable terms and conditions herein shall govern communications and inquiries between the Town of Easton and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

**Town of Easton
Easton Town Offices
136 Elm St.
No. Easton, MA 02356**

Attention: David A Colton
E-mail: dcolton@easton.ma.us

- 4.3.2 **Informal Communications** shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any the Town of Easton employee or representative

of any kind or capacity with the exception of the Town of Easton for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the named above at any time.

4.3.3 Formal Communications shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to **12:30 p.m. on October 1, 2010.**
- Errors and omissions in this RFP and enhancements. Vendors shall recommend to the Town of Easton any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to the Town of Easton any enhancements, which might be in the Town of Easton's best interests. These must be submitted in writing and be received prior to **12:30 p.m. on October 1, 2010.**
- Inquiries about technical interpretations must be submitted in writing and be received prior to **12:30 p.m. on October 1, 2010.**
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

4.3.4 Addenda: The Town of Easton will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within 5 business days. All questions, answers, and addenda will be shared with all recipients. The Town of Easton will not respond to any questions or requests for clarification that require addenda, if received by The Town of Easton after **12:30 p.m. on October 1, 2010.**

4.4 Proposal Submission

Proposals must be delivered sealed to:

David Colton, Town Administrator
The Town of Easton
Town Administrator's Office
136 Elm Street
North Easton, MA 02356

not later than **10:30 a.m. on October 13th, 2010**. The Town of Easton shall not accept proposals received by fax.

Vendors are to submit 1 original copy of proposal marked "Original" and 6 marked "Copy." Each original and copy must be individually bound.