

MAINE SCHOOL ADMINISTRATIVE DISTRICT 49

8 School Street, Fairfield, Maine 04937



Superintendent: Dr. Reza Namin

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REQUEST FOR PROPOSAL FOR LEGAL COUNSEL

Request for Proposal No: RFP 2019-Legal

Issue Date: April 15, 2019

Closing date: May 9, 2019 at 4:00 p.m.

Contact: Dr. Reza Namin, Superintendent
M.S.A.D. #49
8 School Street,
Fairfield ME 04937
Telephone: 207-453-4200
Email: dr_namin@msad49.org
Web: <http://www.msad49.org>

INFORMATION AND INSTRUCTIONS

Definitions

Each company bidding on this Request for Proposal (RFP) will be referred to as a Vendor. A Vendor's proposal in response to this Request for Proposal will be referred to as a proposal and M.S.A.D. #49 will be referred to as the District.

Closing Date and Time

Proposals must be received by the Operations Office by 4:00 p.m. local time on May 9, 2019 and be submitted on the proposal form attached to this RFP. The District will not accept submission of any proposals after the closing date and time.

Proposal Submission

The original copy of the Vendor's proposal must be submitted to Dr. Reza Namin, Superintendent of Schools, on or before the closing date and time in a sealed envelope marked:

"RFP-Legal Counsel"

Proposals that reach the District after the closing date and/or time will not be accepted. Faxed or emailed submissions will not be accepted.

Pricing and Additional Work

The Vendor will provide a Guaranteed Maximum Price for all project work, and shall abide by the price stated. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the District beyond the original scope of work described in this RFP, the cost of these services would be negotiated between the District and the company that has been selected to perform the work. Any additional work will only be undertaken based on a request in writing from the District.

Invoicing

Invoices should clearly state the work performed. It should be noted that the District's standard terms of payment are net thirty (30) calendar days from the date of the invoice.

Changes to the Proposal

Vendors may not make modifications to their proposals after the proposal submission date except as may be allowed by the District.

Errors and Omissions

The District will not be held liable for any errors or omissions in any part of this RFP. While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for responding Vendors. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Vendors from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Should a Vendor find omissions from or discrepancies in any of the proposal documents or should the Vendor be in doubt as to the meaning of any part of such documents, the Vendor should notify the Operations Director of the District or designate without delay. If the District considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be mailed to each of the vendors who originally received an invitation to bid.

No oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

Vendor Expense

Any expenses incurred by the Vendor in the preparation of the proposal submission are entirely the responsibility of the Vendor and will not be charged to the District.

Acceptance or Rejection of Proposal

The District reserves the right to reject any or all proposals and to waive formalities as the interests of the District may require without stating reasons.

Notwithstanding and without restricting the generality of the statement immediately above, the District will not be required to award and accept a proposal:

- When only one (1) proposal has been received as a result of the current Request for Proposals;
- Based on price (i.e. the lowest price);
- Where the lowest quotation by a Vendor substantially exceeds the estimated cost of the project;
- When all proposals received fail to comply with the specifications or proposal terms and conditions;
- Where a change in the scope of work or specifications is required;
- Where the proposal documents do not state a definite work schedule and a submitted proposal is based on an unreasonable work schedule; and/or
- Where the proposal is not submitted on the proposal form attached to this RFP.

The District will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Vendor by reason of the acceptance or the non-acceptance by the District of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the proposal document.

Proposal Award Procedures

The District will notify the successful Vendor of the award within seven (7) calendar days of the proposal closing.

Notice of acceptance of the proposal will be by telephone and written notice.

Protection of Work and Property

The successful Vendor will provide continuous and adequate protection of all work from damage and will protect the District's property from injury or damage arising from or in connection with this work. The successful Vendor will make good any such damage or injury.

Regulation & Compliance

The successful Vendor will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable fire safety, municipal, state and/or federal laws and regulations.

Cancellation

The District reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the Vendor should neglect to execute the work properly or fail to perform any provision of this award, three (3) days after sending written notice to the Vendor, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Vendor. Continued failure of the Vendor to execute the work properly will result in termination of the contract. The District will provide written notice of termination.

The District may elect to terminate the contract if the original terms and conditions are significantly changed, giving thirty (30) days written notice to the Vendor.

Either party may terminate the contract by giving the other party sixty (60) days written notice, giving reasons acceptable to the other and subject to approval by both parties involved in the contract.

Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

Freedom of Information

Any personal information required on the proposal form is received under the authority of the District. This information will be an integral component of the quote submission. All written proposals received by the District will become a public record; once a proposal is accepted by the District, all information contained in it is available to the public including personal information.

Sub-Consultants

The use of appropriate and credible sub-consultants by the Vendor to perform portions of the project is permitted.

Insurance

The Contractor covenants and agrees to indemnify and save harmless the District from and against any and all claims for loss, costs, damages, and/or compensation and legal expenses the District may incur as the direct or indirect result of the work operation described herein being carried out by the Contractor. The Contractor shall secure and maintain at his/her expense during the duration of this contract, general comprehensive liability insurance.

The Contractor shall deliver, within ten (10) calendar days of receiving the acceptance notice, a certified copy of the Insurance Policy for the work, in the form of a certificate from his/her insurance company.

The Contractor shall also deliver, within ten (10) calendar days of receiving the acceptance notice, proof of Workplace Safety and Insurance Board coverage.

Failure to provide either proof shall result in the cancellation of the contract and forfeiture of the bid deposit.

All Contractors shall be responsible to ensure that they have enough information to support their bid and the District shall not be responsible for a contractor's bid not being all inclusive.

3. SCOPE OF SERVICE

The School District Legal Counsel serves as chief legal advisor to the Board of Education and its administrative staff. Services shall include but not be limited to the following:

- Act as School Board Attorney and chief legal officer of the District in all respects including but not limited to:
 - Employment law, including Civil Service Law Section 75 and Education Law Section 3020-a disciplinary proceeding, Public Employment Relations Board hearings, employment contract interpretation, harassment and discrimination investigations and report preparation;
 - Representing the District before the Public Employment Relations Board, the Division of Human Rights, the EEOC, state and federal courts and administrative agencies;
 - Federal and state special education laws and procedures, including conducting impartial hearings;
 - Student matters, including student discipline and superintendent's hearings;
 - School Board Policies and Regulations;
 - Appeals to the Commissioner of Education;
 - Real Property Tax law;
 - General Municipal law;
 - Construction law;
 - Election law;
 - Labor management and negotiations;
 - Personnel policies and employment handbooks;
 - Providing training on topics such as sexual harassment, the Americans with Disabilities Act and Family Medical Leave Act.
 - Act as legal counsel for the School District and/or its officers, agents and employees, including being present at all meetings both formal and informal as required by the Board of Education and/or the Superintendent of Schools (and/or his or her designee).
 - Provide a status report to the Board of Education during July of each year on all pending legal matters.
 - Act as legal counsel for the School District in all actions and proceedings brought against the school district.
 - Cooperate with the School District's insurance carrier in all matters.
 - Provide accessibility to the daily questions that arise.

The law firm selected shall have qualified staff available by telephone for consultation during normal business hours. The District may require regular or periodic on-site consultation. The law firm will be expected to provide services as required throughout the year. The law firm may be expected to meet with the Board of Education in the school district on weekday evenings as may be necessary. Counsel may be requested to attend Board meetings on weekday evening as may be necessary.

PROPOSAL FORM – LEGAL COUNSEL

This page must be returned as part of the proposal submission.

As Supplied by: Respondent Name: _____
Hereinafter called the Respondent

Address:

To: M.S.A.D. #49
 Dr. Reza Namin, Superintendent
 8 School Street
 Fairfield ME 04937

The Respondent declares:

No person, firm or District other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;

This proposal is made without any connection, comparison of figures or arrangements with or knowledge of any other District, firm or person making a proposal for the same service and is in all respect fair and without collusion or fraud;

The content and requirements of this proposal document have been read and understood.

All or any proposals not necessarily accepted.

Dated at _____ this _____ day of _____ 2018.

Signature of Respondent: _____

Witness: _____

(Signature)

(Print Name)