

**Addendum No. 1 to RFP #19-85**



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Department of Purchasing**  
**JOSEPH A. CURTATONE**  
**MAYOR**

To: All Parties on Record with the City of Somerville as Holding RFP #19-85  
**Legal Assistance Services**

From: Thupten Chukhatsang

Date: 5/20/2019

Re: Questions and Answers

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**Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.**

**NAME OF COMPANY / INDIVIDUAL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE/FAX/EMAIL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED INDIVIDUAL:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA:**

**Addendum #1** \_\_\_\_\_ **#2** \_\_\_\_\_ **#3** \_\_\_\_\_ **#4** \_\_\_\_\_

## Addendum No. 1 to RFP #19-85

### Questions & Answers:

**Question 1:** Although the RFP requires the provision of legal assistance for those referred by OHS with income of up to 80% AMI (unnumbered page 8), would the City consider having most of the legal assistance be targeted to a lower income bracket? For example, could an applicant propose a lower income limit (e.g. under 60% AMI) or a numeric limitation on the number of upper income households served (e.g. 10% of the families with incomes of between 60 and 80% AMI)?

Explanation: Greater Boston Legal Services' mission is to serve as many *low-income* individuals and families as possible to help them secure some of the most basic necessities of life. As written, the RFP would require the proposer to serve 50 households with income up to 80% of Area Median Income which substantially exceeds our organization's income limits for eligible clients (187.5 % of poverty) and would conflict with our mission. (For example, our current annual income limit for a family of one is \$23,419 and 80% AMI is \$62,450). Additionally, under the RFP's requirements, the proposer would be serving households whose income in fact could be higher than some of the attorneys who would be representing them. In the past, where the City had an income limit on persons served (e.g. 110% of AMI for Somerville Affordable Housing Trust fund), it allowed the applicant to specify an income limit or bracket at or below the income limit specified in the RFP and so we hope that the City allows that here.

**Answer:** *As housing costs rise those facing involuntary displacement have higher income than in the past. Nonetheless they often have insufficient income to afford market rate units in Somerville. It is anticipated that the vast majority of cases, however, would be for families with incomes under 60% of AMI. The City would be willing to cap the number or percentage of families between 60% and 80% of AMI and will consider any such proposal.*

**Question 2:** Can the City of Somerville confirm that turning over client files and providing confidential client information would not be required if it violates our professional responsibilities as licensed attorneys? Furthermore, would the City defer to the attorney's professional judgment in withholding confidential information regarding clients?

Explanation: Attorneys are required to follow the Massachusetts Rules of Professional Conduct established by the Supreme Judicial Court. Some of the requirements of the RFP, as currently drafted, would potentially require the proposer to violate their ethical obligations as attorneys. For example, the RFP seeks to require the proposer to explain why it may not accept a particular referral for services (unnumbered page 9). This requirement could force the proposer to reveal negative information, which harms their clients' interests. Additionally, under the RFP (unnumbered page 14), the city may require, at the end of the contract, for the proposer to turn over client documents, which could then be subject to public records requests, which would violate privacy and confidentiality. Furthermore, turning over those documents could have prejudicial consequences for some clients. Finally, asking a client to sign a release form does not necessarily obviate this legal problem as our clients do not have the option to

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receive services elsewhere if they do not comply by signing a release and so such a release would not be truly voluntary and informed consent.

**Answer:** *The City would be willing to work with the applicant to ensure both that the City is able to obtain necessary data and that the applicant would not be required to violate any ethical obligations in doing so.*

**Question 3:** Would the City agree that the proposer could perform legal work outside of Somerville?

Explanation: As drafted, the RFP states that all services must be conducted in Somerville (unnumbered page 13). Such a requirement, if absolute, would disqualify us from applying. Our office, where almost all of our legal work is done, is located in East Cambridge, though easily accessible by bus and T from Somerville. We are located steps away from the Lechmere bus and T stop. We are also a short walk from the Kendall Square Red Line stop. It is neither practical nor efficient for us to sit at a Somerville site to do our legal work (e.g. research, drafting, negotiating). In addition, of course, the housing court serving Somerville residents is *not* located in Somerville and often other legal work is conducted at local housing authorities or other agencies outside of Somerville. We are unsure if the City meant to literally restrict all work under the contract to the City of Somerville but we hope that the City deletes that as impractical.

**Answer:** *The City is willing to have work performed in areas near to Somerville including bordering cities and towns. The contract does ask that were OHS to have space available, the applicant would come to Somerville bi-weekly to perform intakes upon request.*

**Question 4:** Would the City permit amendments to any contract under this RFP to allow for the resume and salary level of a newly hired attorney midway through the grant year?

Explanation: Our organization would not be able to advertise for a new attorney position funded through this RFP unless the funds were first awarded to us. Then, once the attorney posting is made, it would likely take several months for us to hire a new attorney. However, as written, the RFP would only allow us to submit a proposal that identifies specific attorneys, with their resumes and salary level (unnumbered pages 10 and 14). Thus, any proposal would need to be limited to current staff attorneys which is not feasible for the contract year. However, if the RFP allowed the staffing for this project to shift during the grant year, once a new attorney is hired, then it would be more feasible.

**Answer:** *The City is amenable to having the proposal include attorneys projected to be hired without specific resumes or other currently unknowable information. The City is also amenable to work starting with existing attorneys and then shifting to newly hired attorneys provided they are under the supervision of experienced CASLS attorneys.*

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**Question 5:** Once a proposer has billed for the full amount of the grant, is its contractual obligations for the grant year then complete (regardless of the number of full representation cases)?

Explanation: As written, the RFP requires the proposer to accept up to 50 (mostly full representation) legal cases a year plus provide an unlimited number of consultations with OHS staff, participate in an unlimited number of building meetings and group trainings, and provide biweekly intakes (of unspecified duration) (unnumbered pages 8 -9). It is certainly possible that these consultations, meetings, trainings, and intakes mean that the proposer would have expended the contracted amount (up to \$80,000) before all 50 full rep cases are reached. Thus, we are seeking clarification that, however OHS directs the hours to be spent, the work would then cease once the contract dollar limit was reached.

**Answer:** *The City agrees that once all required hours have been met, obligations under the contract would be met and work would cease. The only caveat to this is that we would assume that, consistent with an attorney's ethical obligations, that such attorney would not withdraw from full representation in cases already accepted and billed under this Grant solely due to completion of the hours requirement.*