



## WEST BONNER COUNTY SCHOOL DISTRICT #83

134 Main St., Priest River, ID 83856

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### REQUEST FOR PROPOSAL TO PROVIDE LEGAL SERVICES WEST BONNER COUNTY SCHOOL DISTRICT #83 RFP23-002

#### I. INTRODUCTION

##### A. General Information

West Bonner County School District #83 hereafter referenced as the District, is requesting sealed proposals for “Legal Services” provided to the District. It is anticipated that Legal Services will be required on an ongoing basis to address a wide range of issues concerning the business of the district.

#### II. NATURE OF SERVICES REQUIRED

##### A. General

The District is soliciting the services of qualified law firm(s) and attorney(s) for legal services provided to the District.

##### B. Scope of Work to be Performed

###### **Required Services:**

- Provide legal opinions, advice, and assistance to the District and the Board.
- Assist the District in reviewing proposals and contracts for services when requested.
- As requested by the Board, attend board meetings and prepare responses to legal issues on the agenda. When requested, draft board resolutions. Review minutes following board meetings.
- Be available and accessible at all times for designated District staff.
- Provide advice and counsel on personnel issues.
- Handle litigation either directly, or as liaison, to counsel retained by insurance for matters covered by applicable liability insurance.
- Advise and alert the Board and Administration on how the law may affect current and

emerging business and policy decisions of the District.

- Provide demonstrated experience in education law, contract drafting, and review.
- Provide proof of license to practice law in Idaho; proof of license to practice in Washington preferred but not required.

### **III. DESCRIPTION OF THE GOVERNMENT**

#### **A. Background Information**

West Bonner County School District serves roughly 1,000 students in three elementary schools, one middle school, and one high school and has over 290 employees. West Bonner County School District's fiscal year begins on July 1 and ends on June 30.

The District is governed by a volunteer five-member board of trustees who are elected at large from within Bonner County for staggered, four-year terms. The board of trustees derives its authority from statutes enacted by the legislature of the State of Idaho. The board is subject to the provisions of the Constitution of the State of Idaho, the rules and regulations of the State Board of Education as they apply to public school districts, and the Board's policies and procedures.

### **IV. APPLICABLE LAWS AND GENERAL CONDITIONS**

#### **A. Conflict of Interest**

By Idaho Title 74 Chapter 4, the bidding Firm warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with a fair competition or the performance of services required under this request.

#### **B. Compliance with Law, Licensing, and Certifications**

The Firm shall comply with all requirements of federal, state, and local laws and regulations applicable to the Firm or the Property provided by the Firm under this Agreement. For the duration of the Agreement, the Firm shall maintain in effect and have in its possession all licenses and certifications required by federal, state, and local laws and rules. An agreement shall be governed by the laws of the State of Idaho and shall be deemed executed at Priest River, Bonner County, Idaho. Jurisdiction: The parties shall bring any legal proceedings arising hereunder in the State of Idaho, District Court of Bonner County.

#### **C. Public Records and Confidentiality**

Under Idaho's Public Records Act, Title 74, Chapter 1, Idaho Code, as may be amended from time to time (the "Public Records Law") information or documents received from the Firm may be open to public inspection and copying unless exempt from disclosure. If the Firm believes information provided to the District is exempt from disclosure under the Public

Records Law, the Firm shall designate individual documents or portions thereof as “exempt” and shall indicate the proposed basis for such exemption. The District will not accept the marking of an entire document as exempt. In addition, the District will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The District does not warrant or otherwise promise that information marked as such will be exempt under the Public Records Law. The Firm shall indemnify and defend the District Parties against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring such a designation or for the Firm’s failure to designate individual documents as exempt. The Firm’s failure to designate as exempt any document or portion of a document that is released by the District shall constitute a complete waiver of any claims for damages caused by any such release. If the District receives a request for materials claimed exempt by the Firm, the Firm shall provide the legal defense for such a claim.

D. Non-Discrimination

The District hereby notifies all firms that no person or organization shall be discriminated against based on race, religion, color, age, sex, sexual orientation, or national origin in consideration for an award issued under this advertisement.

E. Contract Term of Engagement

A one-year contract is contemplated, subject to the annual review and recommendation of the Board of Directors, the satisfactory negotiation of terms (including a price acceptable to both the District and the selected firm), and the annual availability of an appropriation.

F. Termination

The District reserves the right to cancel without penalty, this request, the resultant contract, or any portion thereof for unsatisfactory performance or unavailability of funds.

**Upon termination of the Contract the Firm/Contractor will:**

- 2) Stop work on the date and to the extent specified;
- 3) Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- 4) Transfer all work in process, completed work, and other material related to the terminated work to the District;
- 5) Continue and complete all parts of the work that have not been terminated;
- 6) Surrender to the District all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and
- 7) Surrender and return any District owned and furnished equipment used in conjunction with the provision of services under this Agreement.

G. Award

A contract award will not be final until the District and prospective Firm have executed a written Agreement. The District reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The District may elect, after the selection process, to request clarifications, alterations, or changes in the proposal including, but not limited to, prices to provide the best service for the District.

H. Addenda

The only method by which any requirement of this RFP may be modified is by a written addendum issued by the District. Responses to inquiries that directly affect an interpretation or change to the RFP will be issued in writing by addenda. Any addenda will be posted to the District's web site at: [www.sd834.org](http://www.sd834.org). All such addenda issued by the District before the time that proposals are received shall be considered binding. Oral and other interpretations or clarifications shall be without legal effect.

**V. TIME REQUIREMENTS**

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due:

Request for proposal issued: XXXXX  
Due date for proposals: XXXXX  
Regular Board Meeting: XXXXX

**Proposals must be submitted on or before 3:00PM PDT on XXXXX**

The pricing proposal should contain all pricing information including all direct and indirect costs and out-of-pocket expenses. The proposal shall be signed by a representative who is authorized to contractually bind the firm.

Proposals sent electronically shall be sent to [boardclerk@sd83.org](mailto:boardclerk@sd83.org) with the subject line: Legal Services Proposal - [Your Firm's Name]. Proposals sent through the mail or other means shall delivered to Clerk of the Board of Trustees, West Bonner County School District #83, 134 Main Street, Priest River, Idaho, 83856.