



## **REQUEST FOR PROPOSAL FOR LEGAL SERVICES**

**INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:**

**Idaho Falls School District 91  
Attn: Angela Pendlebury, CFO  
690 John Adams Pkwy  
Idaho Falls, ID 83401  
[pendange@sd91.org](mailto:pendange@sd91.org)**

**I. GENERAL INFORMATION.**

A. **Purpose.** This request for proposal (RFP) is to contract for legal services to be provided to the **Idaho Falls School District 91.**

B. **Who May Respond.** Attorneys currently licensed to practice law in **Idaho**, or law firms including such attorneys, may respond to this RFP.

C. **Instructions on Proposal Submission.**

1. **Closing Submission Date.** Proposals must be submitted no later than **4:00 pm on August 4, 2022**

2. **Inquiries.** Inquiries concerning this RFP should be mailed to:

**Idaho Falls School District 91**  
**Attn: Angela Pendlebury, CFO**  
**690 John Adams Pkwy**  
**Idaho Falls, ID 83401**  
Or e-mailed to: [pendange@sd91.org](mailto:pendange@sd91.org)

3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by the Idaho Falls School District 91 (hereinafter referred to as IFSD 91).

4. **Instructions to Prospective Contractors.** Your proposal should be addressed as follows:

**Idaho Falls School District 91**  
**Attn: Angela Pendlebury, CFO**  
**690 John Adams Pkwy**  
**Idaho Falls, ID 83401**

It is important that the proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal  
**4:00 pm, August 4, 2022**  
SEALED PROPOSAL For Legal Services

Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Proposer to ensure that the proposal is received by IFSD 91, by the date, time and in the manner specified above. Late, unsealed proposals will not be considered.

5. **Right to Reject.** IFSD 91 reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
6. **Notification of Award.** It is expected that a decision selecting the successful proposal will be made within four (4) weeks of the closing date. Upon conclusion of final negotiations regarding the successful proposal, all other Proposers will be informed, in writing, of the name of the successful Proposer. It is expected that the contract shall be a three-year contract.

**D. Description of Entity.**

1. IDSD 91 is a local government agency established according to Idaho Law Title 33, to provide education and educational facilities to the patrons living within the boundaries of the school district as determined by the State of Idaho Department of Education. Additionally, the district helps promote activities as required by state and federal law that provide educational equity and excellence for students living within the district boundaries.
2. IDSD 91 is known for providing high-quality, research-based teaching and support as part of its commitment to educate Idaho's children and youth in the Idaho Falls community. Its programming activities are compliant with both state and federal law and compliant with procedures and policies set forth in Idaho for public schools, programs, and districts.
3. IFSD 91 was formed in 1946 as a public school in Idaho and falls under the provisions regarding local governments as outlined in Idaho Code and state statutes governing schools and educational entities in Idaho. The district currently maintains 12 elementary schools, 1 online school, 2 middle schools, 2 traditional high schools, 1 magnet high school, 1 alternative high school, 1 career technical high school, and provides services to high school students incarcerated in Bonneville County Jail (3B Juvenile Detention Facility)
4. Additional information on IFSD 91 is available on our website in our Annual Budget Report, which can be found at our web site [ifschools.org](http://ifschools.org) under departments/finances/more information.

**II. SCOPE OF SERVICES.** The Proposer shall be readily available to perform the following legal services, as requested by the Superintendent and/or School Board:

- A. Attend local school board meetings, advise school board, superintendent, district leadership and other interested parties on public meeting law, board procedures, and rulemaking.
- B. Review drafts of contracts and leases.
- C. Advise on legal issues related to local government agencies and educational entities.
- D. Advise on individual labor and employment matters.

- E. Review personnel, fiscal and other policies, as well as agency bylaws.
- F. Advise on Human Resources policies and/or procedures.
- G. Advise on responses to subpoenas, court orders, and requests for information from third parties.
- H. Advise on public information requests.
- I. Defend lawsuits, administrative claims, or other legal claims.
- J. Conduct litigation as necessary.

Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, IFSD 91 will consider proposals emphasizing expertise in subsets of these areas.

**III. PROPOSAL CONTENTS.** The Proposer, in its proposal, shall, as a minimum, include the following:

A. **Legal Experience.** The Proposer should describe its experience related to the areas outlined in the scope of services above. There is a particular interest in the following topic areas: Open meeting law; public schools; Idaho transparency in Government Law; Idaho State Department of Education and Idaho State Board of Education policy and law; real estate; government grants and contracts; and general business operations. Additionally, if applicable, provide a description of any experience advising organizations comparable to IDSD 91 that offer similar programs and government-funded services.

B. **Organization, Size, Structure, and Areas of Practice.** The Proposer should describe its organization in terms of the following:

- size
- structure,
- areas of practice
- office location(s)
- small or minority-owned business

Please include a copy of the Equal Opportunity/Affirmative Action Policy, if available.

C. **Attorney Qualifications.** The Proposer should separately attach a description of the qualifications of attorneys to be assigned to the representation. Descriptions should include:

1. Professional and education background of each attorney.
2. Overall supervision to be exercised.
3. Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.

D. **Price.** The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, faxes and electronic communication. Also include a retainer amount that would be charged to advise IFSD 91 on

routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. IFSD 91 reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.

#### **IV. PROPOSAL EVALUATION.**

- A. **Submission of Proposals.** All proposals shall include one (1) original and three (3) copies.
- B. **Evaluation Procedure and Criteria.** IFSD 91's Superintendent and appropriate staff will review proposals and make recommendations to the School Board for final approval. The Superintendent, CFO and/or Board of Directors may request a meeting with some qualified Proposers prior to final selection. Proposals will be reviewed in accordance with the following criteria:
  - 1. Proposed approach to scope of work.
  - 2. Level of experience of the individual(s) identified to work on this matter.
  - 3. The Proposer's experience with similar clients and legal matters.
  - 4. Cost.
  - 5. Interviews, if conducted.
- C. **Required Format for Proposals.** All proposals must follow the required format. Failure to follow the required format may result in disqualification of a proposal:
  - 1. Page Limit: 12, including cover page
  - 2. Attorney Qualifications section should be attached and is not included in the page limit
  - 3. Page Size: 8 ½ x 11; portrait
  - 4. Font Size: 12
  - 5. Font Type: Times New Roman
  - 6. Double-spaced
  - 7. Margins: 1" minimum on the top, bottom, and sides of all pages
  - 8. All pages must be numbered; double-sided printing is acceptable
  - 9. Do not use material in proposals dependent on color distinctions, animated electronics, etc.
  - 10. Do not place proposals in notebooks or binders. Metal clips may be used to bind pages together.
  - 11. Do not include attachments other than those requested or required by this RFP.

#### **V. PROPOSAL TIMELINE.**

During the period from your organization's receipt of this Request for Proposals and until a contract is awarded, your organization shall not contact any employee of IFSD 91 for additional information except in writing directed to Angela Pendlebury at [pendange@sd91.org](mailto:pendange@sd91.org).

#### **VI. QUESTIONS.**

Questions for the purpose of clarifying the RFP must be submitted **in writing by email** and must be received no later than **4:00 p.m. on August 2, 2022**.

Questions must be emailed to Angela Pendlebury at [pendange@sd91.org](mailto:pendange@sd91.org). Questions and responses will be posted as an “Addendum to the Idaho Falls School District 91 RFP for Legal Services” on the IFSD 91 website at [ifschools.org](http://ifschools.org) by 4:00 p.m. on July 27, 2022. Please note that submissions of questions for response do not in any way enhance or guarantee the chances of receiving a contract through this proposal.

## **VII. GENERAL INFORMATION.**

### **A. Contract Award**

IFSD 91 reserves the right to award the contract in a manner deemed to be in the best interests of IFSD 91.

### **B. Stability of Proposed Prices**

Any price offerings from Proposers must be valid for a period of 30 days from the due date of the proposals.

### **C. Amendment or Cancellation of the RFP**

IFSD 91 reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of IFSD 91.

### **D. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by IFSD 91. IFSD 91, at its option, may seek Proposer retraction and clarification of any discrepancy or contradiction found during its review of proposals.

### **E. Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that IFSD 91 deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

### **F. Proposer Demonstration of Proposed Services and/or Products**

Proposers must be able to confirm their ability to provide all proposed services.

### **G. Erroneous Awards**

IFSD 91 reserves the right to correct inaccurate awards. This includes revoking the awarding of a contract to a Proposer and subsequently awarding the contract to a different Proposer. Such action shall not constitute a breach of contract on the part of IFSD 91 because the contract with the initial Proposer will be deemed voided as if no contract were ever in place.

### **H. Ownership of Proposals**

All proposals shall become the property of IFSD 91 and will not be returned.

I. **Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of IFSD 91 unless otherwise stated in the contract.

J. **Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by Proposers with IFSD 91 will be disregarded in any proposal evaluation or associated award.

K. **Not a Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP serves only as the instrument through which proposals are solicited. IFSD 91 will pursue negotiations with the highest scoring proposal. If, for some reason, IFSD 91 and the initial Proposer fail to reach consensus on the issues relative to a contract, then IFSD 91 may commence contract negotiations with other Proposers. IFSD 91 may decide at any time to start the RFP process again. The selected Proposer will be required to sign a formal contract.

L. **Subcontractors**

IFSD 91 must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of IFSD 91 and that the IFSD 91 Superintendent or designee may communicate directly with any subcontractor as IFSD 91 deems necessary or appropriate.

It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Proposer to IFSD 91 upon request. The successful Proposer must provide the majority of services described in the specifications.