

**NORTH IDAHO COLLEGE  
1000 W. GARDEN AVE.  
COEUR D'ALENE, IDAHO 83814**



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**REQUEST FOR QUALIFICATION  
NORTH IDAHO COLLEGE LEGAL COUNSEL  
RFQ 23-04**

Release Date:                    THURS MAY 25                    12:00 PM PDT

Due Date:                        FRI JUNE 2                        5:00 PM PDT (via email)

Responders are required to respond to this RFQ solicitation via one electronic copy via email using an MS Word or PDF format. The subject line of the email shall state: *REQUEST FOR QUALIFICATION North Idaho College Legal Counsel RFQ 23-04*. All required response documents are to be completed and submitted before the stated due date and time. Responses must be emailed to [NICpurchasing@nic.edu](mailto:NICpurchasing@nic.edu). Responses submitted by mail or in person will not be accepted.

It is advised that responders not wait until the last day to start submitting RFQ responses. Responders may edit up until the due date and time.

All communications regarding this RFQ and the selection process must be coordinated through NIC Purchasing via email. Any individual or vendor that contacts any member of the campus, a member of the North Idaho College Board of Trustees, or any North Idaho College Administrator except NIC Purchasing, may be disqualified from further consideration.

**NIC Purchasing**  
North Idaho College  
Office of Finance and Business Affairs  
1000 W. Garden Ave.  
Coeur d'Alene, ID 83814  
[nicpurchasing@nic.edu](mailto:nicpurchasing@nic.edu)

Respondents are notified that North Idaho College reserves the right to reject any parts of the RFQ.

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## **1. Introduction:**

### **A. Purpose of Proposal:**

North Idaho College (NIC or the College) invites law firm(s) and attorney(s) to submit sealed proposals for Legal Services provided to North Idaho College. It is anticipated that Legal Services will be required on an ongoing basis to address a wide range of issues concerning the business of North Idaho College.

### **B. College Profile:**

North Idaho College (NIC or the College) is a community college located in the panhandle of Idaho in the City of Coeur d'Alene, Idaho. NIC is Idaho's oldest public community college, having been founded in 1933 as Coeur d'Alene Junior College. It began with a faculty of nine and held its classes on the third floor of the City Hall. It was financed entirely from public contributions. In January 1939, the state legislature passed the Junior College Act, which permitted qualified areas to establish junior college districts by a vote of eligible electors. Coeur d'Alene Junior College became North Idaho Junior College in June of 1939. On July 31, 1971, the College changed its name to North Idaho College. NIC's service area is the Idaho panhandle, which includes Kootenai, Benewah, Bonner, Shoshone, and Boundary counties.

NIC meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and life-long learning. As a comprehensive community college, North Idaho College strives to provide accessible, affordable, and quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

NIC offers Associate of Arts and Associate of Science degrees in various college transfer programs and Associate of Applied Science degrees and technical certificates in its career-technical programs. Many credit courses are offered evenings and during the summer on the NIC campus and at outreach sites. NIC's enrollment in credit courses is approximately 6,600 students annually. NIC also includes a contemporary Workforce Training/Community Education Center, which is located in the Riverbend Commerce Park in nearby Post Falls. Noncredit classes and workforce training programs serve another 4,500 students each year.

The College is fully accredited in all instructional areas by the Northwest Association of Schools and Colleges and the Idaho State Division of Career Technical Education. The Nursing Program is accredited by the National League for Nursing Accrediting Commission.

The College operates a full-year Head Start Program under a federal grant. The Head Start Program provides comprehensive early child development for disadvantaged preschool children and their families.

The College operates an office on Aging and Adult Services. This office has been charged with the responsibility of coordinating a comprehensive program for all senior citizens in the five-county area of North Idaho. Funding is primarily received through federal grants under Title III of the Older Americans Act of 1965.

The College operates under the authority of Idaho Statute Title 33, Chapter 21 for Junior Colleges. These statutes embody considerable requirements and guide day-to-day operations and governance.

The College's Administrative Offices are at 1000 West Garden Ave, Coeur d'Alene ID. Dr. Nick Swayne is the college's President. He oversees a cabinet made up of administrators across campus divisions who oversee the day-to-day operations of the college.

The College is governed by a volunteer five-member board of trustees who are elected at large from within Kootenai 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 community colleges, and the Board's policies and procedures.

## **2. Scope of Services**

### **A. Scope of work to be performed:**

Required Services:

- Advise and alert the Board and Administration on how the law may affect current and emerging business and policy decisions of the college. Monitor proposed legislation and changes in the law that may impact the College and notify the Board and Administration of such changes or proposed legislation in a timely fashion.
- Provide legal opinions, advice, and assistance to the College, and the Board.
- Assist the college in reviewing proposals and contracts for services when requested.
- Attend board meetings (scheduled monthly) 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 college staff.
- Provide advice and counsel on personnel issues.
- Handle litigation, either directly or as liaison to insurance retained council for matters covered by applicable liability insurance. Demonstrated experience in education law, contract drafting, and review.
- Licensed to practice law in Idaho. License to practice in Washington preferred but not required.

## **3. 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 Coeur d'Alene, Kootenai County, Idaho. Jurisdiction: The parties shall bring any legal proceedings arising hereunder in the State of Idaho, District Court of Kootenai 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 College 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 College will not accept the marking of an entire document as exempt. In addition, the College will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The College 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 College 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 College shall constitute a complete waiver of any claims for damages caused by any such release. If the College receives a request for materials claimed exempt by the Firm, the Firm shall provide the legal defense for such a claim.

### **D. Non-Discrimination:**

North Idaho College 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:**

The intended awarded contract will be for three years (36 months). This contract will be renewed automatically for a term of two years (24 months) to a total term length not to exceed five years (60 months). It is anticipated that this will be renewed for the max duration unless renewal terms are terminated by written change order to the contract at least before 90 days of the expected annual renewal.

### **F. Termination:**

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

#### **a. Upon termination of the Contract the Firm/Contractor will:**

1) stop work on the date and to the extent specified; 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; 3) transfer all work in process, completed work, and other material related to the terminated work to the College; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the College all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any College 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 College and prospective Firm have executed a written Agreement. North Idaho College (NIC) 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 College may elect, after the

selection process, to request clarifications, alterations, or changes in the submitted proposal including, but not limited to, prices to provide the best service at the best price for the College.

**H. Addenda:**

The only method by which any requirement of this RFQ may be modified is by a written addendum issued by North Idaho College. Responses to inquiries that directly affect an interpretation or change to the RFQ will be issued in writing by addenda. Any addenda will be posted to the college’s website at: <http://www.nic.edu/Procurement>. All such addenda issued by the College before the time that proposals are received shall be considered binding. Oral and other interpretations or clarifications shall be without legal effect.

**I. Timelines and Schedules:**

North Idaho College intends to adhere to the following schedule in seeking responses to this RFQ:

MAY 25, 2023	RFQ is issued and available.
<b>JUNE 2, 2023</b>	<b>Responses to RFQ due to NIC by 5:00 PM PST</b>
JUNE 5-7, 2023	Response Review
No Later than June 20, 2023	Estimated time to have fee agreement complete

**4. Evaluation Considerations**

**A. Proposal Requirements:**

Each proposal will be evaluated based on all of its contents and a contract awarded to the responsible Firm whose proposal is, in the opinion of NIC, determined to be most advantageous to NIC, when all factors are considered.

The following items must be included in the proposal:

- Information about the attorney/firm that would serve the College as well as general information about the attorney/firm overall including practice areas and size of firm.
- A summary of the strengths of the firm and how it believes that the firm could assist NIC in the capacity of legal counsel. Include any experience serving public entities, particularly public colleges and or universities.
- An affirmation of the ability of the firm’s representative to attend to College needs, including availability at early morning or evening meetings and the firm’s ability to handle ad hoc issues on time.
- As appropriate, provide information on the experience of other firm members who may assist the college.
- A comprehensive fee schedule for services.

**B. Evaluation Factors:**

Factors to be considered in the award of the contract will include:

• 35 pts	• Experience related to the firm, and Principal Attorney, on matters related to potential College business. This includes but is not limited to experience as a public solicitor and knowledge of the Open Meeting
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	Laws, FERPA, Title IX, HIPPA, disability service experience, and general experience with contract and employment law.
• 35 pts	• Firm's experience in working with governmental agencies at the federal, state, and local levels on matters relevant to the College, including compliance requirements.
○	○ Demonstrated experience in sensitive human resource, employment/personnel issues
○	○ Demonstrated experience with state and federal law involving student rights and obligation issues (such can include compliance with state and federal statutes and regulations such as FERPA Title IX and disability service matters)
○	○ Demonstrated experience with matters related to public works and other bidding compliance issues.
○	○ Significant experience and demonstrated expertise in current public records law compliance
• 10 pts	• Firms' apparent ability to provide timely services to the College.
• 15 pts	• Proposed price structure.
• 5 pts	• Proximity of local office to North Idaho College Main campus (zero points if over 100 miles away).

### **C. Selection Process:**

Proposals will be reviewed by a selection committee. The award shall be made to the responsible Firm whose proposal is most advantageous to North Idaho College, taking into consideration the evaluation factors, as outlined in the Evaluation Criteria.