



Request for Proposal For Legal Services

Spokane Public Schools utilizes the services of a variety of legal firms. It is the intent of SPS to continue this practice and to develop a list of firms qualified to provide such services in the areas of: General Legal Counsel, Human Resources, Employee Relations/Negotiations, Facilities, Special Education, and Charter Schools. Firms that demonstrate expertise, and are subsequently designated, may be utilized.

Given the varied areas of expertise required by SPS, it is the intent of this RFP to draw on a pool of qualified respondents who may be requested to provide services to SPS on an “as requested and as needed” basis. There is no guarantee of any award or utilization by SPS by any firms submitting proposals. This is solely an RFP to establish a qualified pool of firms/persons that SPS may draw from.

The overall objective of this Request for Proposal is to permit firms the opportunity to submit their relevant school district legal experience, client references and proposed schedule of charges for consideration

The deadline for receipt of sealed proposals is: **2:00:00 PM PST on Thursday, February 24, 2022.**

Sealed proposals must be received by this deadline at the following location:

Spokane Public Schools
Purchasing Services
2815 E. Garland
Spokane, WA 99207

Any proposal received after the date and time listed above will be returned unopened and will not be considered.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email to Barb Carson at the email address below by **3:00 PM PST on Thursday, February 17, 2022.** Questions must be sent to the email address below, and any question(s) should include a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the Spokane Public Schools webpage listed below, no later than **4:00 PM PST on Tuesday, February 22, 2022.**

Barb Carson – Purchasing Supervisor
barbca@spokanepublicschools.org

Copies of the Request for Proposal, questions and answers, and any related documents will be available on the Spokane Public Schools Website: <http://www.spokaneschools.org/Page/1035>



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Summary

I. **BACKGROUND**

Spokane Public Schools, (SPS), located in Spokane, Washington, is the largest K-12 school district in eastern Washington and the second largest district in the state. We serve 30,000+ students in 34 elementary schools, 6 middle schools, 5 comprehensive high schools and 15 administration/other sites for a total of 60 district facilities. The district employs 3,900+ regular employees, with 2,400+ being certificated teachers. We also have a volunteer team of more than 13,000 assisting our students and staff throughout the district providing help in the classroom, chaperoning field trips, and running school events like carnivals and math nights.

II. **INSTRUCTIONS**

Interested firms are invited to submit one original signed proposal and an electronic copy submitted by CD or flash drive. The proposal shall be made in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 2:00:00 P.M. on **Thursday, February 24, 2022** to the following address:

Spokane Public Schools
Purchasing Services Office
2815 E. Garland
Spokane, WA 99207

The sealed envelope shall be marked on the outside lower left corner with the words "RFP 20-2122, Legal Services". It is the proposers' sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline.

This Request for Proposals does not commit Spokane Public Schools to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. SPS reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposal. SPS further reserves the right to accept the proposal(s) that it considers to be in the best interest of SPS.



All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All proposals, whether selected or rejected, shall become the property of SPS. Firms are responsible for checking the SPS website periodically for any updates or revisions to the RFP.

Firms that submitted a response to RFP 24-1819 may solely submit a letter of interest and refer to those materials, providing any relevant updates for consideration under this RFP.

III. SCOPE OF SERVICES

SPS is seeking proposals for legal services in the following areas (your proposal must indicate which areas of expertise your proposal covers. Spokane Public Schools does not currently have in house legal counsel, however, this may be considered in the future.

Legal Counsel must be licensed to practice in the state of Washington and should have a minimum of five years experience in representing school districts. It is the intent of SPS to draw on a pool of qualified firms/individuals on solely an as needed and as requested basis, to provide legal services to SPS solely at the discretion of SPS, effective upon award.

- A. General legal – The General legal will provide consultation, advice and opinions to the Board, Superintendent and Key Personnel; will attend Board Meetings as requested; and will coordinate the involvement of other specialist counsels, when required, and appropriate.
- B. Human Resources including employee relations and negotiations
- C. Facilities and public works
- D. Special Education
- E. Charter Schools

A. GENERAL LEGAL

As requested:

- Be physically present on days of Board meetings as needed.
- Provide advice and consultation with respect to issues related to the Public Records Act.
- Assist in the development of standard procurement terms and contracts.
- Provide advice, consultation and representation on student matters, including hearings and related proceedings.
- Provide advice and consultation with respect to school board elections and ballot measures
- Provide such other services as are inherent in matters relating to the operation of a school district.



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- Provide information on new federal and state laws that may impact the school district operation and advise appropriate action.
Assist the school district in developing contract templates for outside services as needed
- Review contractual agreements as requested.

B. HUMAN RESOURCES

As requested:

- Attend in person meeting with district staff.
- Provide advice, consultation and representation of the school district with respect to the employment, discipline and dismissal of certificated and classified employees.
- Provide advice, consultation and representation on issues involving school district employees relative to: legal qualifications; teaching credentials and certificates, and other required licenses; propose reductions in force and related seniority and tenure questions; various forms of leaves of absence; substitute and part-time employees/ and matters related to compensation.
- Assist in the development of employment contracts.
- Provide advice, consultation and representation on all matters related to certificated and classified collective bargaining and related negotiated agreement development.
- Provide advice, consultation and representation on grievances and actions taken to Public Employee Relations Board, hearings, etc.
- Provide such other services as are inherent in matters related to employee relations and negotiations.

C. FACILITIES

As requested:

- Provide advice, consultation and representation related to real property matters, including acquisition, disposition, environmental impact reports, leasing and construction of facilities, as well as contract and bidding requirements.
- Provide such other services that are inherent in matters related to school facilities.

D. SPECIAL EDUCATION

As requested:

- Attending meetings with staff and student families.



- Provide advice, consultation and representation in connection with the placement of special needs students, including participation in hearings and representation in related administrative and judicial proceedings.
- Provide such other services as are inherent in matters related to the provision of services to special needs students.

E. CHARTER SCHOOLS

As requested:

- Provide advice, consultation and representation related to charter school matters, including public hearings, processing charter applications, the approval or denial of applications, revocation of applications, facility requests, conversion and start-up requirements, calculation of pro-rata share fees, administrative service fees, contracts, and appropriate monitoring procedures.
- Provide such other services as are inherent in matters related to charter schools.

IV. CONTENTS FOR PROPOSALS

In order for proposal to be considered, they must be clear, concise, complete, well organized and demonstrate both respondents' qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important in the proposal.

The proposal shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with SPS requirements.

A. Submittal Letter

Include the RFP's title and submittal due date, the name, address, fax number and telephone number of the responding firm. Include a contact person and corresponding e-mail address. The letter shall state that the proposal shall be valid for a 60-day period and that the staff proposed is available immediately to work with the school district. The person authorized by the firm to negotiate a contract with school district shall sign the cover letter.

B. Description of the Firm

This section should provide an overview and history of your firm, and its practice in Washington, as well as the type of legal services for which your firm is submitting a proposal, and the



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approach that will be used in meeting the needs of the school district. Please also include what areas of law are your firm's specialties.

C. Description of Experience

Use this section to indicate the areas of expertise of your firm and how your firm's expertise will benefit the school district. Include at least two (2) references from school districts with similar demographics, along with the name(s) and contact information for individuals familiar with your work. References will be contacted as needs may arise for your Firm's services.

D. Team

Provide an overall resume for your firm along with resumes of your Lead / staff in significant legal council areas. Specifically discuss the individual(s)' experience in providing legal and advisory services to an organization and program similar in size and scope as specified in this RFP. Indicate who the primary contact will be and who will be responsible for the day to day work with SPS.

E. Fee Schedule

Describe in detail all fees to be charged, including hourly rates for each level of service. Describe how you might adjust your fees for subsequent years of a contract. Describe in detail, charges for travel, telephone calls, and any other expenses to be separately billed. Indicate how billings are specific for each area/case. Also, identify billing increments (i.e. 1/10 hour, 1/4 hour, etc.).

F. Miscellaneous

Please provide the following additional information:

- Include a sample billing statement
- List any additional services that your Firm provides, but which were not listed in this Request for Proposal.
- Provide details of any litigation against your Firm within the last five (5) years.
- A copy of the Firm's Professional Liability Certificate of Insurance.
- Disclose all regulatory agency disciplinary action taken on firm employees in the last 10 years.

V. SELECTION CRITERIA

A Selection Committee will evaluate and select firms to be approved for work to be awarded on an as needed basis. The evaluation of proposals and the basis of award will be based on the review and analysis of numerous factors, which will include, but not be limited to, the following:

- Background and experience in providing work as identified in the Scope of Services section of this RFP.
- Qualifications of personnel.
- References of work done of similar nature.
- Costs, including hourly rates for all levels of service and personnel, travel time costs, and costs for support services of work processing, copying, etc.

Upon evaluation of all submitted proposals, Firms deemed most qualified to provide the requested legal services may be invited to present their qualifications and respond to questions from panel members. The panel may include, but will not be limited to, Board member(s), Superintendent, and other qualified administrators qualified to rate providers.

2. Proposal Form

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with the District.

7. PROPRIETARY INFORMATION

In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

- a. Certification** – By signature on the Proposal Form included herein, the Firm / Individual certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Firm / Individual has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Firm / Individual certifies whether or not an employee of the District has, or whose relative has, a substantial interest in any agreement subsequent to this document. Firm / Individual also certifies their status with regard to debarment, or suspension by any governmental entity.



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Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Firm / Individual agrees to promote and offer to the District only those services and/or materials as stated in and allowed for under resulting agreement(s).



RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the contractor to submit complete and compliant proposals.

- **Cover Letter**
- **Proposal Form**
- **Qualifications**
- **Response to Scope of Work**
- **Cost Proposal Appendix**
- **References**



Section 6 Proposal Form

Date _____

Proposal of _____,
(Name)

a corporation organized and existing under the laws of the State of _____; a
partnership consisting of _____; an individual trading as
_____.
(Name)

Request for Proposal: **Legal Services**

To: Spokane Public Schools

1. In compliance with your Request for Proposal **No. 20-2122**, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice as requested solely on an as needed basis at any time within sixty (60) days after the date of opening of the Proposals.
2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The undersigned Proposer understands that the this RFP is solely a request for Legal Services on an "as-requested and as needed basis, and does not constitute any type of contract for ongoing legal services. The District reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the District in its sole discretion, in any Proposal in the interest of the District.
4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the



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5. undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the
6. Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.
7. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

() There is no officer or employee of Spokane Public Schools who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

() The names of any and all public officers or employees of Spokane Public Schools who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are ()** or **are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have ()** or **have not ()**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and



(C) (check one) **are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(D) The Proposer (check one) **has ()** or **has not ()**, within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making any award for services. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the District, the District may terminate the contract resulting from this solicitation for default.

(Official Name of Firm)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)



Section 7

Standard Terms and Conditions

1. RFP CHANGES OR WITHDRAWAL: All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools.
2. ADDENDA TO THE RFP: All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial..
3. MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.
4. EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW the vendor shall prohibit any employee of vendor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by vendor to comply with this section shall be grounds for the District's immediate termination of the contract.
5. TOBACCO/DRUG/WEAPON PROHIBITION: District property is a tobacco free, drug free, and weapon free environment. Vendor personnel shall conform to this policy at all times while on District premises.
6. AWARDS: As services are requested, selected Firm(s) will be notified by Spokane Public Schools via email of the needs requested and will work with Firm(s) in negotiating an Agreement for the specific services needed.
7. TERMINATION: In the event of a breach by Firm of any of the provisions of any agreed upon Agreement as a result of this RFP, Spokane Public Schools reserves the right to cancel and terminate any such Agreement forthwith upon giving oral notice followed up in writing, or written notice to Firm. Firm shall be liable for damages suffered by Spokane Public Schools resulting from Firm's breach of any such Agreement.



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8. DEFAULT: The Contractor covenants and agrees that in the event suit is instituted by Spokane Public Schools for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to Spokane Public Schools all cost, expenses expended or incurred by Spokane Public Schools in connection therewith, and reasonable attorney's fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Spokane County.

9. LIQUIDATED DAMAGES

Spokane Public Schools has an immediate requirement for the materials, equipment or services specified herein. Respondents are urged to give very careful consideration to Spokane Public Schools RFP requirements.

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Vendor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the vendor, and the Vendor is adjudged by a court of competent jurisdiction, he shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

10. FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall notify district site (s) within 12 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party.

Rights Reserved: Spokane Public Schools reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services

from the best available source during the time of force majeure, and Vendor shall have no recourse against Spokane Public Schools.

11. MANDATORY DISPUTE RESOLUTION PROCEDURE

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

12. INDEMNIFICATION/HOLD HARMLESS/DUTY TO DEFEND.

Each party to this Agreement is responsible for the acts and omissions of its own officers, employees, agents, and volunteers. Each party ("Indemnitor") agrees to defend, indemnify, and hold any other party ("Indemnitee") harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the Indemnitee, if and to the extent the claim against the Indemnitee is based on the actual or alleged fault of the Indemnitor or the Indemnitor's officers, employees, agents, or volunteers, and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both an Indemnitor and Indemnitee based on actual or alleged concurrent or shared fault of the parties, an Indemnitor shall not be required to indemnify the Indemnitee for the Indemnitee's own proportionate share of fault. An Indemnitor shall pay all attorney fees and litigation expenses incurred by an Indemnitee in successfully enforcing the indemnification provisions of this Paragraph.

13. INVOICE

Invoices for Spokane Public Schools shall be addressed and mailed to: Spokane Public Schools, Attn: Accounts Payable, 200 North Bernard St., Spokane, WA 99201. Payment will be made following approval and acceptance by the site/department assigned budgetary (or their designee) within 30 days receipt of an acceptable invoice, or receipt of the product, whichever is later.

14. INSURANCE

During the term of this Agreement, vendor shall maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent vendors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;



There shall be no cancellation, material change, or reduction of limits or intent not to renew

insurance coverage(s) without thirty (30) days written notice from Vendor to Spokane Public Schools. Vendor shall furnish acceptable insurance certificates. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention levels.

15. RETENTION OF RECORDS

The Vendor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Vendor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by Spokane Public Schools, personnel duly authorized by Spokane Public Schools, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of contract, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

16. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

17. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Spokane Public Schools and/or OSPI when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

18. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Vendor.

ATTACHMENT A
Fee Schedule
(Fees to include all costs and fees, including travel and expenses)

1.		\$
2.		\$
3.		\$
4.		\$
5.		\$