

REQUEST FOR PROPOSALS (RFP) GENERAL LEGAL COUNSEL SERVICES

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Salish Kootenai College, Inc. Release Date: June 10, 2026

Submission Deadline: June 30, 2026

1. Purpose & Background

Salish Kootenai College ("the College") is seeking proposals from qualified law firms and individual attorneys to provide comprehensive General Counsel legal services. The selected firm or attorney will serve as the College's primary legal advisor, ensuring compliance, managing risk, and advising on operational matters.

The College intends to enter into a multi-year agreement, ideally starting August 1, 2026, following the conclusion of our current legal services agreement.

1. Scope of Services

The selected legal counsel will be expected to perform standard, routine General Counsel duties, as well as distinct non-routine legal services as required. With a few exceptions, standard, routine General Counsel duties can average five to ten hours per month.

1. Routine General Counsel Services

- Providing day-to-day legal advice to the College leadership and
- Reviewing, drafting, and negotiating contracts, leases, and employment
- Ensuring compliance with local, state, federal, and tribal laws and
- Attending board meetings or administrative briefings as
- Note: Standard representation excludes active litigation unless a separate, advance written agreement is established.

1. Non-Routine Legal Services

- Conducting specialized internal
- Handling complex, unpredictable, or specialized legal matters outside of daily

1. Fee Structure & Cost Proposal

Proposals may submit a monthly flat fee, an hourly rate, or a hybrid fee structure. Please explicitly outline your rates for routine services using the following framework:

1. Monthly Flat Rate: Specify the fixed monthly fee for all routine General Counsel Specify if there is a cap on the hours worked and what compensation looks like once the cap is exceeded.
2. Hourly Rate: Specify the hourly rate that will be billed to the .1 of an If any services are not included in that hourly rate, please specify.
1. Non-Routine Hourly Rate: Specify the hourly rate for non-routine services (e.g., investigations).
2. Hourly Value Offset: State if your firm offers a built-in credit or "no-charge" threshold for non-routine hours up to a certain financial value per year/cycle.
3. Travel & Reimbursable Expenses: Itemize standard reimbursable Travel mileage must be billed at the standard federal rate.

1. Minimum Qualifications & Requirements

To be considered for selection, responding firms or attorneys must meet the following criteria:

- Dedicated Personnel: Identification of a primary designated attorney who will handle all direct representation of the College, ensuring consistent point-of-contact Substitution of counsel will require advance written consent from the College.
- Tribal Law & Governance Preference: Experience and/or knowledge of working with Tribal Colleges, Tribal Nations/Entities, and/or Tribal Law is preferred. Proposers should explicitly detail their familiarity with tribal sovereignty, jurisdiction, and the unique administrative landscape of Tribal Colleges and Universities (TCUs).
- Professional Liability: Must maintain active Lawyers Professional Liability Insurance at all times throughout the duration of the representation. Proof of insurance must be submitted with the proposal.
- Licensed to practice in the state of Montana, preferred but not

- Licensed to practice in the Confederated Salish and Kootenai Tribal Court upon awarding of the

1. Contractual Terms & Billing Expectations

The final contract will incorporate strict administrative and payment terms, including:

- Invoicing: Detail-oriented legal invoices submitted by the 10th of every
- Termination: The contract will feature a standard 60-day written notice of termination available to either party without penalty.
- Selection Principle: The College will use the best value for selection of the

1. Submission Guidelines & Evaluation

Interested parties should submit a proposal containing:

- Firm Profile & Resume: Detailed experience with higher education institutions or relevant corporate
- Designated Attorney Bio: Specific qualifications of the attorney assigned to the
- Cost Proposal: Complete breakdown of flat rates, hourly rates, and expense

1. Submission Instructions

Proposals must be submitted electronically in PDF format to:

Procurement

Salish Kootenai College Email: procurement@skc.edu

Submission Deadline: End of business day, June 30, 2026. Late submissions may not be accepted.

1. Evaluation Criteria

1. Qualifications & Experience of the Dedicated Attorney (30 Points)

Because the agreement requires a specific, named individual to handle all direct representation unless otherwise consented to in writing, the designated attorney's personal background is paramount.

- Tribal Jurisdiction & TCU Experience (15 points): Specific evaluation of the preferred criteria—experience and/or knowledge of working with Tribal Colleges, Tribal Nations/Entities, and/or Tribal Higher points will be awarded to firms demonstrating a strong track record handling contracts, employment matters, or governance within a tribal context.
- Higher Education & Corporate Governance (10 points): Proven track record of handling standard day-to-day corporate governance, general counsel duties, federal grant compliance, and higher education operations.
- Professional Standing & Insurance (5 points): Verification of an active license in good standing and provision of adequate Lawyers Professional Liability Insurance.

1. Cost Proposal & Price Competitiveness (35 Points)

This section evaluates the financial impact on the College and how closely the proposer's financial model satisfies your cost-containment goals.

- Affordability of the Flat-Rate Fee (15 points): Evaluation of the proposed monthly flat rate for routine general counsel services compared to other bidders and the historical benchmark of \$4,000 per month.
- Non-Routine Hourly Rates & Value Offsets (10 points): Assessment of the hourly rate for investigations or non-routine services (historical benchmark: \$225 per hour) and the willingness to match or exceed a "no-charge" buffer up to a certain financial threshold to protect the College from volatile expense spikes (historical benchmark: no-charge up to

\$4,000).

- Total Cost Impact & Benefits Structure (10 points): Scoring of the total fiscal footprint. Higher points are awarded to all-inclusive commercial proposals that provide maximum budget predictability without requiring the College to absorb external health and welfare benefit

1. Proposed Approach and Client Care (20 Points)

Legal counsel must be highly communicative and proactive to protect the College's long-term interests.

- Communication & Reporting Protocols (10 points): Adequacy of the proposer's plan to keep College leadership fully informed of significant developments and to advise in advance of critical
- Investigation & Special Matter Readiness (10 points): The firm's immediate capacity and clear methodology for scaling up to handle

complex, unexpected non-routine matters or internal investigations seamlessly.

1. Administrative & Contractual Compliance (10 Points)

- Billing & Interest Terms (5 points): Alignment with the College's required monthly legal invoice cycle, acceptance of net-30 payment terms, chronological payment applications, and agreement to a late interest structure (historical benchmark: 12% per annum, compounded annually).
- Termination Clauses (5 points): Explicit agreement to the bilateral 60-day written notice of termination without penalty.

1. References and Past Performance (5 Points)

- Client Satisfaction (5 points): Feedback from at least three professional references evaluating the firm's responsiveness, accuracy of counsel, cost predictability, and overall integrity in institutional or educational representation.

Salish Kootenai College reserves the right to request interviews, additional information, or modifications to proposals. The College shall use a best-value approach to contractor selection.

1. Additional Terms

- Salish Kootenai College reserves the right to reject any or all
- Issuance of this RFP does not obligate Salish Kootenai College to award a
- All materials submitted become the property of Salish Kootenai
- The selected consultant will be required to enter into a formal agreement with Salish Kootenai College.