

LEXINGTON CITY SCHOOLS

THRIVE IN THE HIVE

REQUEST FOR PROPOSAL
RFP# 206-291-2027-001 LCS



NOTICE IS HEREBY GIVEN that Lexington City Schools (hereafter called the “District”) Request for Proposals (“RFP”) soliciting proposals from qualified individuals, firms, or organizations to provide the services as described in this Request for Proposal (RFP) to submit a proposal for:

LEGAL SERVICES

SEALED PROPOSALS FOR PROVIDING THE PRODUCTS DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 3:00 P.M. NOVEMBER 30, 2026. PROPOSALS SUBMITTED AFTER THAT TIME AND DATE WILL BE REJECTED.

ALL PROPOSALS WILL BE SUBMITTED TO THE FOLLOWING ADDRESS:

Lexington City Schools
Attn: Lisa Jones
1010 Fair Street
Lexington, NC 27292

All inquiries for information regarding preparation and submission requirements of this proposal shall be in writing and directed to:

Executive Director of Finance: Lisa Jones
ljones@lexcs.org
Lexington City Schools
1010 Fair Street
Lexington, NC 27292

All other communication and questions regarding this RFP must be directed to the above person. No other contact with any member of the Board of Education, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or influence any such person may result in rejection or disqualification of proposal.

All responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Oral responses will be considered unauthorized and non-binding to the District.

PROPOSALS FINAL

All proposals received shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation

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NOTICE TO BIDDERS

Lexington City Schools is seeking a legal firm to serve in the capacity of School Board Attorney. The attorney designated by the hired firm to represent the Lexington City Schools Board of Education shall be well versed in education law, particularly federal and state statutory and case law governing public education, special education, civil service, human resources, and general municipal matters in North Carolina. In addition, the attorney should be able to provide a broad range of legal services and prepare legal documents required by the Board and the Superintendent in the day-to-day operations of Lexington City Schools.

Sealed proposals are subject to the conditions made a part hereof, will be received at: **1010 Fair St. Lexington, NC 27292** until 3:00 pm (ET) **NOVEMBER 30, 2026**. Proposals shall be clearly marked with the Lexington City Schools' Proposal name and number submitted by the deadline identified above. Late Proposals and Proposals submitted via fax or email will not be accepted.

PROPOSAL PREPARATION AND SUBMISSION

Proposals entitled for consideration must be made to Lexington City Schools in accordance with the following:

1. Proposals must be printed in a font no smaller than 11 point on 8 ½" x 11" paper.
2. Proposals, along with all required documents, must be submitted in the manner described herein.
3. By responding to the RFP, the proposer certifies that it has not communicated with any employee or member of the District in a manner that might provide the proposer an advantage over any other proposer. A violation of the foregoing is cause for rejection of that particular Proposal without further consideration.
4. By submitting a Proposal, proposer certifies that he/she understands, agrees with, and will abide by, the terms and conditions set forth in this RFP.
5. All costs incurred by the proposer in the preparation of a Proposal responding to this RFP are the responsibility of the proposer and will not be reimbursed by the District.

Proposals are not to contain confidential/proprietary information. Lexington City Schools is subject to North Carolina Public Records statutes. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the proposer and not be considered for award.

Copies of the RFP may be obtained from the Lexington City Schools website by clicking the following link: <https://www.lexcs.org/page/bids> or visiting our website at www.lexcs.org.

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CONTRACT TERMS

Effective July 1, 2027

Conditions: Two (2) year term with two (2) one year optional extensions at the election of the Lexington City Schools Board of Education and not as an automatic renewal

SUBMISSION REQUIREMENTS

To be considered responsive, a proposal must contain the following:

1. Full name of Firm, number of employees
2. Address, telephone number, email address, and website address (if applicable)
3. Resume demonstrating credentials for providing services for each attorney member dedicated to Lexington City Schools
4. Years in practice;
5. Firm's legal specialties or emphases of practice (the name of each attorney and number of years of relevant experience in the specified areas of practice);
6. Listing of all current and previous Boards of Education entities for which the Firm has provided legal representation, including dates of service and position(s) held;
7. Relevant legal experience that qualifies the Firm for the position of Board Attorney;
8. Provide current insurance certificate

ACCEPTANCE AND REJECTION

Lexington City Schools reserves the right to accept or reject any or all proposals presented, and the right to waive any informalities or irregularities it deems is in the best interest of the District.

Proposals will be accepted at the above stated time and place; however, no commitment will be made at that time. All proposals will be evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Bidders must comply with the instructions contained in the proposal package.

If the contractor cannot meet any of the specifications, expectations or services in the RFP, or takes exception to any of the terms or conditions presented, these exceptions should be distinctly noted in the appropriate sections. If no exceptions are noted, Lexington City Schools will assume full capabilities and agreement to expectations.

CONTRACT

The Board of Education must formally approve the award of any contract(s). The successful Proposer will be required to enter into a written contract with the District which will include, but is not limited to, the Products described herein and the contract provisions included herein, all of which shall be subject to review by the district's legal counsel.

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OVERALL SCOPE OF PROGRAM

The firm representing Lexington City Schools Board of Education will provide services including, but not limited to, the following:

- Legal counsel and advice to the Board and Administration
- Attend all Board meetings, including Closed Session of the Board, and assist in maintaining closed session minutes
- Provide advice and consultation in respect to issues relating to Open Meetings Law and Public Records Law;
- Consult as needed with the Board and Board Chairperson, as well as the Superintendent/designee about legal matters;
- Represent and negotiate on behalf of the Board in legal matters;
- Review all potential Board decisions and contractual agreements and make recommendations to the Board;
- Be available upon short notice to handle time-sensitive matters;
- At least annually provide training to the Board of Education on procedural guidelines to conduct Board business and admonish and advise the Board when potential procedural violations appear imminent; and
- Work cooperatively with legal counsels or insurance companies, consortiums, or other entities with whom the Board may be affiliated
- At all times serve as an advocate for the Board of Education.
- Conduct in-service programs on specified legal issues for appropriate staff members upon request
- Advise on matters relating to student discipline, suspensions, and appeal hearings
- Advise on matters pertaining to custody orders relative to student enrollment

MINIMUM QUALIFICATIONS

Interested firms should meet the following minimum qualifications:

- Must be a legal firm in good standing, licensed to practice law in the State of North Carolina as of the date of appointment;
- Must have demonstrated experience in local government law, with a preference in Board of Education representation
- Attending attorney must have a minimum of two (2) years of experience in representation of Boards of Education and in Robert's Rules;
- Must have broad general experience in the practice of law, preferably in contracts, employment law, and criminal law, but must also be knowledgeable of the legal frameworks unique to Boards of Education (e.g., public finance, public records, competitive bidding, open meetings, ethics, and conflicts of interest, special education law)
- Should be able to demonstrate qualified back-up representation.

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INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

- Comprehensive General Liability (Including Contractual Liability)
 - \$1,000,000 per person per occurrence
 - \$1,000,000 property damage per occurrence
 - \$1,000,000 aggregate all claims per occurrence
- Worker's Compensation -as required by law
- Employer's Liability -\$500,000 per occurrence

FINANCING

Lexington City Schools will not accept 3rd party leasing.

BILLING

All services are to be invoiced monthly and must include a detailed description of the matter invoiced, service provided, the date the service was provided, the time expended, the hourly rate, the charges, and reimbursable expenses.

Lexington City Schools shall not pay an hourly rate for the services of secretarial or other administrative staff. Administrative support is considered part of the outside counsel's overhead and is built into its rate structure. Such administrative support includes the services of word processors, librarians, and any information technology professionals. While it may be appropriate to pay an hourly billing rate for the services of a paralegal, purely clerical and secretarial tasks (i.e. taking telephone messages, faxing, setting up case files) should not be billed at a paralegal or attorney rate, regardless of who performs them.

The firm shall provide professional fee rates in the chart below that include the hourly billing rate for personnel who will provide professional services for this project, which shall be guaranteed for the term of the contract.

Professional Fee Rates	Hourly Rate
Partner Rate	
Associate Rate	
Paralegal Rate	

After reviewing the proposals, the Board may consider negotiating a monthly retainer agreement that will lend some predictability (to the extent possible) to the Board's legal expenses.

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ENTITY INFORMATION

Lexington City Schools is a public K-12 school district located in Davidson County, North Carolina with approximately 2,853 students, 500 staff members and seven (7) physical locations:

Central Office -000 1010 Fair St. Lexington, NC 27292	Charles England Elementary- 308 111 Cornelia St. Lexington, NC 27292	Lexington Middle School- 332 100 W. Hempstead St. Lexington, NC 27292
Pickett Elementary- 340 200 Biesecker Rd. Lexington, NC 27295	Lexington Senior High School- 336 26 Penry St. Lexington, NC 27292	Southwest Elementary School-352 434 Central Ave. Lexington, NC 27292
South Lexington School- 348 1000 Cotton Grove Rd. Lexington, NC 27292		

CONDITIONS

The resulting contract(s) will be subject to the availability for funding and shall be terminated immediately if for any reason the funding budgeted to satisfy this RFP and/or Agreement is withdrawn, limited, or impaired. The District retains flexibility of adding or removing services anytime during the contract term without any additional costs other than the contracted cost. Any additional services added to the contract would also terminate on the same date as the original contract. The contractor will not increase the agreed upon rate during the term of the contract.

WARRANTY

Contractor warrants that all Products covered by this agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, or good material and workmanship and free from defects. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or by payment for them.

INSURANCE

Contractor must maintain occurrence-based insurance including comprehensive general liability, and if applicable Worker's Compensation and Employer's Liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of North Carolina. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employer's Liability, with respect to the liability arising out of the performance of Contractor's Product under this agreement. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of

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commencement of the Products. All such insurance shall provide for notice of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

REPORTING

During the term of this Agreement, Contractor shall report to, and confer with the District's Executive Director of Finance and/ or her designee on a regular basis, and as may be reasonably requested, concerning the Products provided by Contractor and issues related to the Products.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to provide the Products.

INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, cost and expense of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party hereto) which may be suffered by incurred by or threatened against the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's Products actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

GOVERNING LAW-JURISDICTION

This agreement shall be governed, construed and interpreted under North Carolina law, and shall be deemed to be executed and performed in the County of Davidson, North Carolina. Any legal action arising out of, or relating to this agreement shall be governed by the laws of the State of North Carolina, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of Davidson, North Carolina.

INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the providing of the Products, and in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of Contractor's products, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligations or responsibility, nor make any warrants for or on behalf of the District or to attempt to bind the District.

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