

	Asheboro City Schools Request for Proposals Purchasing Department 1126 S. Park Street Asheboro, NC 27203 (336)625-5104
Direct All Inquiries To: Jasmine Vang jvang@asheboro.k12.nc.us	Request For Proposals: 147-2026 Legal Services
Questions Due Date: 2:00 PM August 20, 2026	Proposal Due Date: 2:00 PM August 26, 2026

NOTICE TO BIDDERS

Proposals, subject to the conditions made a part hereof will be received until **2:00 PM EST** on the day of opening for furnishing and delivering the commodity/services as described herein.

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all services upon which prices are proposed, at the prices set opposite each service within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54).

1.0 PURPOSE AND BACKGROUND

Asheboro City Schools (ACS) is seeking proposals from interested school board attorneys to provide legal services. Below is a brief Description of Asheboro City Schools:

Enrollment: Approximately 4500 students in grades Pre-K – 12
590 employees

Schools: 10 school buildings, 4 additional facility structures which include the Central Office, Maintenance and Facilities Department, Transportation Department and the Global Innovation Center.

- Balfour Elementary School
- Charles W. McCrary Elementary School
- Donna Lee Loflin Elementary School
- Guy B. Teachey Elementary School
- Lindley Park Elementary School
- North Asheboro Middle School
- South Asheboro Middle School
- Asheboro City High School

- Asheboro City High School– Zoo School
- Early Childhood Development Center

Asheboro City Board of Education:

- Gidget Kidd, Chairman
- Melissa Calloway, Vice-Chairman
- Mikayla Cassidy
- Baxter Hammer
- Adam Hurley
- Dr. Beth Knott
- Hailey Lee
- Ryan Patton
- Dr. Brad Thomas

Management:

Budget: The 2025-2026 Budget of \$93.1 million was approved by the Board on November 13, 2025.

Educational programs begin in preschool and prepare students for post-secondary education, college preparation and movement into the world of work upon graduation.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit proposals.

Asheboro City Schools Board of Education reserves the right to accept or reject any and all proposals submitted in the best interest of Asheboro City Schools, and the Board further reserves the right to waive any defect or informality in any proposal should it be in the best interest of Asheboro City Schools.

Asheboro City Schools Board of Education intends to enter into a contract with the successful Proposer incorporating all provisions of the Request for Proposal. By submitting a Proposal, the Proposer is agreeing to enter into such a contract if they are awarded the work.

Asheboro City Schools Board of Education reserves the right to exercise renewal thereafter. Asheboro City Schools has the right to terminate any contract executed pursuant to this Request for Proposals with a ninety (90) day written notice

2.0 GENERAL INFORMATION

This RFP is comprised of the base bid document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

3.0 SPECIFIC INFORMATION

Proposal Questions

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the proposal questions process, vendors shall submit any such questions by **2:00 PM, August 20, 2026** to Jasmine Vang at jvang@asheboro.k12.nc.us.

Proposal Submittal

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. Two (2) copies of the proposal should be addressed in an envelope with the RFP number as shown below. It is the responsibility of the bidder to have the proposal in the Asheboro City Schools Purchasing office by the specified time and date of opening. Proposals shall be marked on the outside of the sealed envelope with the Vendor's name and RFP number.

Mailing Instructions (Delivered by US Postal Service or Any Other Means):

RFP 147 2026 Legal Services
Jasmine Vang/Purchasing Department
Asheboro City Schools
1126 S. Park Street
Asheboro, NC 27203

All RFPs submitted **up to the deadline date** will be reviewed by a committee comprised of the Superintendent, Chief Human Resource and Support Services Officer, Director of Support Services, Chief Financial Officer, Director of Special Education, and an Ad Hoc committee of the Asheboro City Schools Board of Education. Proposals received after the 2:00 pm deadline will not be considered. Each RFP will be evaluated based on the standards provided in the Evaluation Criteria section of the RFP. Items that will be considered are **Credentials, Experience, Methodologies, References and Fee Schedules**.

4.0 AWARD AND PROPOSAL EVALUATION

Review and Award

Asheboro City Schools reserves the right to reject any or all proposals presented and to waive any informalities and irregularities. All projects are awarded contingent upon funding. Offer valid for 60 days from date of opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

Evaluation Criteria

All qualified proposals will be evaluated, and award will be made based on consideration of criteria specified herein.

5.0 REQUEST FOR PROPOSAL DOCUMENT

A. Scope of Work

Asheboro City Schools (ACS) is seeking legal services from a lawyer or law firm(s) that will take all necessary steps to provide Asheboro City Schools with excellent legal advice, representation and defense while remaining sensitive to the issue of cost. The educational areas that services requested include, but are not limited to, the following:

- Board of Education Representation
- General Education law
- Vendor Contract Review
- Human Resources and Personnel Concerns
- Special Education Law

Description of Services

The selected attorney(s) will provide legal services including, but not limited to, the following:

Services to be included in each of the service areas:

- Legal counsel and advice to the Board and District Administration
- Timely advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of twenty-four (24) hours when an inquiry is made by the Board or the Administration
- Written legal opinions upon request
- Initiate and/or defend lawsuits as necessary and at the direction of the Board
- Prepare all necessary legal documents
- Attend all regular meetings for the Board, and attend meetings with committees or third parties upon request
- Work cooperatively with legal counsels or insurance companies, consortiums, or other entities with whom the Board may be affiliated
- Represent Asheboro City Schools in all judicial and/or administrative proceedings within the specific service area in which Asheboro City Schools

or any of its board members, administrators, or agents may be a party or have an interest

- Provide written, timely notification to the Board of changes in school law or state regulations including court and administrative decisions that might impact upon the operation of Asheboro City Schools
- 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
- Fulfill other legal duties as are commonly accepted and assigned

General Counsel Services to be provided:

- Review and advise for legal notices, resolutions, board policies, and matters of Asheboro City Schools governance
- Review and advise in matters of procurement and service contracts, bid specifications, bidding matters, contract preparation and execution, and remedies of contract disputes
- Provide advice and counsel on all matters related to students including discipline, attendance, adherence to rules and regulations, etc.
- Represent the Board in matters involving interface with the county and municipal governing bodies as needed
- Provide assurance statements as required for financial audits, bonding matters, and grant compliance.

Counsel Services to be Provided (but not limited to):

- School Board. Review recent and pending changes in Federal and North Carolina State laws, and update the district's school board policies including the State Board of Education regulations and the Open Meeting Law. Review Board of Education agendas and obligations of the Board of Education meetings, when requested. Respond to other legal responsibilities and obligations of the Board of Education and/or Asheboro City Schools such as real estate acquisitions, contract reviews and litigation issues. Contact with the Board of Education would be with the Board Chairman. Review and advise for legal notices, resolutions, board policies and matters of direct governance. Provide legal research and advice pertaining to specific educational law issues that may arise in regard to Asheboro City Schools policies, procedures, Board of Education actions, educational programs, student and personnel issues.
- Superintendent's Office. Complete research on selected policy issues, administrative regulations, and student/faculty personnel activities. Assist in policy drafting and regular policy update recommendations. Prepare legal

opinions on education-related legal questions at the request of the Superintendent. Monitor and review changes in public school law. Advise the Superintendent of legislative changes and resulting necessary administrative actions. Advise Superintendent regarding the interface with the municipal, local and state governing bodies and agencies. Prepare Asheboro City Schools cases for Superintendent's Hearing to present to the Hearing Officer for determination, including draft of charges, witness interviews and collection of exhibits.

- Human Resource and Support Services. Investigate and prepare reports, recommendations and charges concerning employee misconduct and EEO matters, retirement system issues, certification and tenure, and employment issues. Review and provide recommendations concerning selected Board policies. Provide training on topics such as sexual harassment, Americans with Disabilities Act, Family Medical Leave Act, and race and discrimination as requested. Serve as a consultant and representative for improper employee practices.
- Curriculum and Instruction. Review various legalities from schools such as freedom of information requests, first amendment religion issues, textbook approval, clarification and challenges to curricular or library materials, student rights, and student issues related to state law. Prepare and present, as requested, programs for staff on pertinent problems in school law. Provide advice on matters related to students including discipline, attendance, adherence to rules and regulations, etc. Specialized legal services on instructional program issues as become necessary.
- Finance and Support Services. Review and advise in matters of procurement and services of contracts, bid specifications, bidding matters, remedies of contract disputes. Provide general counsel on finance items, leases, construction contracts, sale of Asheboro City Schools property, finance compliance issues, liability issues, bank bond issues, liability issues prior to involvement of the insurance company's counsel, and general board policy questions. Provide assurance statements as required by financial audits, bonding matters, and grant compliance. Intervene on behalf of Asheboro City Schools on contractual issues such as arbitration and provide court representation on financial or contractual items.
- Information Technology. Provide periodic updates regarding administrative practice and Board of Education policy, review of important court decisions and other pertinent opinions regarding federal and state regulations. Conduct specific research on proprietary system usage, copyright laws, and other detailed questions as they may arise that are applicable to this changing environment.
- Special Education Counsel Services. Review special education issues upon request and provide guidance to Board and Administration. Represent Asheboro City Schools in mediation upon request. Represent Asheboro City Schools at all stages of due process beyond mediation including court

proceedings. Serve as Asheboro City Schools liaison to the legal representatives/advocates of parents. Review special education contracts upon request.

- Personnel Counsel Services. Advise the board in legal matters pertaining to personnel administration. Review grievances with the administration and assist in the writing of administrative responses to grievances. Represent the Board in all arbitrations, administrative proceedings, court proceedings, etc. involving personnel administration. Advise the Board on employment, employee discipline, seniority, tenure and other personnel administration matters.
- Support Services. Review and advise on matters relating to student discipline, suspension, appeal hearings, and the Code of Student Conduct. Interpret and consult with staff pertaining to custody orders and other legal documents relating to student enrollment. Review and advise on contracts and/or request for proposals relating to securing services and/or equipment. Review policy updates and revisions.

B. Required Contents of Proposals

Asheboro City Schools will entertain proposals that service the above needs. Asheboro City Schools is providing respondents the flexibility to forward a proposal regarding their specific area of expertise to provide a general all-encompassing response to this RFP.

Proposal structure should include A) and/or B):

- A. Contractual agreement for the completion of all Asheboro City Schools legal needs.
- B. Contractual agreement for completing Asheboro City Schools legal work in any area of legal expertise

Fee Structure and Invoicing

- A. 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.
- B. Fee Structure - Legal Services - We are requesting a retainer fee rate based on a set number of billable hours. The fee schedule below would be after the maximum retainer fee has been used.

Please provide the hourly rate for services in each of the following categories:

General Counsel
Special Education
Labor/Personnel
Construction
Court Time
Board Meetings
Travel Time
Other (Specify)

Please provide the hourly rate for the services of the following personnel:

Paralegals:

Associates:

Bond Issues:

1. Fees for the preparation of, documentation for, and supervision of the closing of Asheboro City Schools financial borrowing and issuance of letters of certification relative to borrowings and purchases.
 - a) Issues up to one million dollars
 - b) Issues over one million dollars
 - c) Issues of letters of certification relative to borrowings and purchases
2. Any additional fees/costs proposed by your firm.

C. Asheboro 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 or 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.

Professional Credentials and Experience

All proposals must include the following information in the order requested:

- A. Please submit a brief description and history of your law firm including date established, number of employees and specialty services provided.
- B. Please list the members of your firm who will be assigned to Asheboro City Schools along with their professional credentials and resumes.

Minimum Qualifications: The firm shall have one or more licensed professionals on staff whose major focus has been and will remain for the duration of any contract executed pursuant to this request for proposals providing professional services to and advising public entities. The firm shall have at least five (5) years' experience in representing public entities. The firm shall designate one or two lawyers within the firm, who will be assigned to represent the interest of Asheboro City Schools. This individual shall be licensed to practice law in North Carolina throughout the term of the contract and shall remain in good standing with the North Carolina State

Supreme Court. The firm and all individuals assigned to work with Asheboro City Schools shall be well versed in all aspects of school law.

- C. Please list your firm's professional memberships in North Carolina and National Law associations.
- D. Please list the professional law journals to which your firm subscribes that relate to North Carolina State Public Education and related topics.
- E. Please list School Law workshops and seminars that members of your firm have attended and/or presented at in the past three years.
- F. Please list the courts that members of your firm are admitted to practice.
- G. Please include assurances that your firm and any individual attorney assigned to represent the Board have not been subject to discipline by the North Carolina Bar Association or any other Bar Association
- H. Please describe your firm's experience in the following legal areas:
 - 1. Federal and State Civil Rights Laws
 - 2. Federal law affecting public schools
 - 3. School Transportation Laws in North Carolina
 - 4. North Carolina contract, real estate, public officers, finance, general municipal law
 - 5. Regulations and Decisions of the North Carolina Board of Education
 - 6. Tort Liability of School Districts and Officials
 - 7. Discipline of Classified and Certified Employees
 - 8. Administration and negotiations of Collective Bargaining Agreements in school districts
 - 9. Tax issues pertaining to wages and benefits

Methodology to Provide Counsel

- A. What provisions will your firm make to keep the Asheboro City Board of Education, the Superintendent, and other administrators informed of changes and decisions in state, local, or federal laws, rules and regulations that affect the operation of schools?
- B. What provisions does your firm have to provide for attendance, as needed, at the Asheboro City Board of Education meetings?
- C. What provisions does your firm have to provide telephone and individual conferences with the Superintendent and designated staff?
- D. What provisions does your firm have for preparation of legal opinions of school district related legal questions at the request of the Asheboro City Board of Education, the Superintendent, or designated staff?
- E. How does your firm address the timeliness of responses to requests to prepare legal opinions?
- F. What provisions does your firm have to provide representation of the school district in litigation, arbitration, and administrative or legal proceedings?

D. Preparation of Response

All submittals must be signed by an authorized official. Submittals that contain omissions, erasures, alterations, or additions not called for, conditional responses, or that contain irregularities of any kind may be rejected.

E. Clarifications & RFP's

Asheboro City Schools reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the time proposals are opened. Questions submitted will be answered in an addendum.

F. ACS General Provisions

- Issuance of this RFP does not commit ACS to select a product, vendor, or make an award.
- Responding vendor is responsible for all expenses incurred by vendor in the preparation of a response to this RFP. This includes attendance at interview, presentations, or other meetings and demonstrations, where applicable.
- All proposals must adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments issued by ACS.
- ACS will consider materials provided in the proposal, information obtained through interviews/presentations, and internal ACS information of previous contract history with vendor (if any) in consideration of proposal scoring. ACS also reserves the right to consider other reliable references and publicly available information in evaluating a vendor's experience and capabilities.
- The proposal must be signed by a person authorized to legally bind the vendor.
- The proposal must contain a statement that the proposal pricing/services contained therein will remain valid for a period of 1-year from the date and time of the proposal submission.
- The RFP and vendor's proposal, including all appendices and attachments, may be incorporated in the final contract, if awarded.
- ACS will follow State of North Carolina General Statutes, Chapter 132 in regards to public records requests. If a vendor cannot meet the specifications as described in this RFP, vendor may propose a functionally equivalent alternate solution. Vendor must provide an explanation of the equivalency. ACS reserves the right to refuse an alternative proposal.
- All applicable laws, whether or not herein contained, will be included by this reference. It will be vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.
- For purposes of contract, arbitration, and other legal matters, the Asheboro City Board of Education will be the binding legal entity and authority. No state laws or statutes other than those of North Carolina are considered binding.

G. Number of Awards and Contract

1. ACS anticipates making a single award as a result of this RFP process. This award will take the form of a contract or purchase agreement between the qualified vendor and ACS.

2. ACS is seeking a proposal to provide services, as defined in this RFP, for the contract period referenced above.
3. Following the initial term of the contract, ACS may opt to renew the contract for up to four (4) subsequent one (1) year periods if mutually agreeable to both parties, subject to satisfactory performance. There is no guarantee that an extension will be exercised, and vendors should have no expectation of this occurring.

H. **RFP Response Submission**

Responses must be either:

- Addressed and delivered to:
Jasmine Vang, Purchasing Agent
Asheboro City Schools
1126 S. Park Street
Asheboro, NC 2203
- Emailed to:
Jasmine Vang, Purchasing Agent
jvang@asheboro.k12.nc.us

Responses must be received no later than the date and time listed in the Schedule of Events. Fax responses are not accepted. Responses arriving any time after the date and time listed in the Schedule of Events will not be accepted.

I. **Completeness and Intention**

1. Each responding vendor is advised to read this RFP carefully. Any and all exceptions to an item in this RFP must be duly noted and explained in the response. Failure to take exception to any item will be considered as both the intention and the ability of vendor to fully comply with that item.
2. Responding vendors should make a careful examination of the scope of work and its proper implementation, so as to include in their response proper and sufficient information to ensure ACS of vendor's capability to meet the service requirements.

J. Partnerships and Subcontracts

1. ACS intends to identify one vendor to deliver the goods/orchestrate the services sought through this RFP process and contract term.
2. Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this RFP. Partnerships and consortia of entities may work together to respond to this RFP. However, each proposal must clearly identify a prime vendor. The prime vendor will be responsible for providing all deliverables as defined by any resulting contract or purchase agreement according to the terms and conditions as set forth in any resulting contract or purchase agreement.
3. Vendors submitting proposals as a prime vendor as one of a team of vendors may wish to provide all of the proposed services directly, or provide certain elements directly, and provide the remainder through subcontracts under the following conditions:
 - A. Any and all subcontractors must be identified in the response to this RFP;
 - B. Vendor must notify ACS of any change of the subcontractor's status with vendor;
 - C. Sub-contractors may not sub-contract their assigned responsibilities and duties without the permission of ACS;
 - D. The prime vendor is solely responsible for all products and services provided to satisfy the requirements of this RFP.

K. Proposal Evaluation

1. Evaluation of vendor proposals will be all responsive proposals meeting the eligibility requirements defined herein shall be evaluated by the Asheboro City Board of Education.

The selection will be based on the following:

- Responsiveness of the proposed in clearly stating an understanding of the work to be performed
- Demonstrated capabilities to perform the required services past record and experience
- The Asheboro City Board of Education will evaluate proposals by measuring the applicant's capabilities in the following areas:
 - o School Board liability
 - o Civil Rights issues
 - o Employee rights
 - o EEOC matters
 - o Students' rights
 - o Employee discipline and discharge
 - o Contract administration
 - o Vendor reviews
 - o Recent pending changes in federal and North Carolina state laws, Board of Education regulation and the Open Meeting Law
 - o State law affecting school budgets

- Legislation pertaining to information technology, finance, business acceptable use and copyright law
 - Request for public information
- Experience with other North Carolina Public Schools
- District Recommendations from other School Districts (North Carolina)
- Fee Proposals

L. Schedule of Events

RFP Posted	August 13, 2026
Deadline for Written Questions	August 20, 2026 by 2:00pm
Posting of Answers as Addendum	August 24, 2026
RFP Due Date	August 26, 2026 by 2:00pm
Proposer Interviews	August 27, 2026
Board Approval	On or before October 8, 2026
Notice of Award	October 9, 2026
Work Starts	First day of the month following approval

M. Notice of Acceptance

1. ACS or designee will notify the selected vendor of the acceptance after any/all presentations and interviews (deemed necessary).
2. Vendor may be requested to present their proposal to an ACS Review-Committee meeting. Travel expenses are the responsibility of the vendor(s).
3. Upon acceptance and approval by the ACS Board of Education, ACS will notify the selected vendor and finalize the contract award

6.0 REFERENCES

1. Vendor will include a brief synopsis of at least three (3) experiences of similar scope and complexity to the work under this RFP. For each reference, please provide for each project reference:
 - A. The reference school district name
 - B. The location where services have been or are being rendered
 - C. The dates that services occurred or are occurring
 - D. The contact name and title
 - E. The contact phone number
 - F. The contact email address
 - G. A description of the project and/or services provided

7.0 TERMS AND CONDITIONS

Part 1 General

It shall be the vendor's responsibility to read the instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this RFP.

Part 2 Performance and Default

1. If, through any cause, vendor fails to fulfill in a timely and proper manner the obligations under this agreement, ACS will thereupon have the right to terminate this contract by giving written notice to vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by vendor will, at the option of ACS, become its property, and vendor will be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, vendor will not be relieved of liability to ACS for damages sustained by ACS by virtue of any breach of this agreement, and ACS may withhold any payment due to vendor for the purpose of setoff until such time as the exact amount of damages due ACS from such breach can be determined.
2. In case of default by vendor, ACS may procure the services from other sources and hold vendor responsible for any excess cost occasioned thereby. ACS reserves the right to require a performance bond or other acceptable alternative performance guarantees from vendor without expense to ACS.
3. In case of default by vendor under this contract, ACS may immediately cease doing business with vendor, immediately terminate for cause all existing contracts ACS has with vendor, and de-bar vendor from doing future business with ACS.
4. Upon vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against vendor, ACS may immediately terminate, for cause, this contract and all other existing contracts vendor has with ACS, and de-bar vendor from doing future business with ACS.
5. Neither party will be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.