

REQUEST FOR PROPOSAL

LEGAL SERVICES



CLARENDON COUNTY
SCHOOL DISTRICT
125 N BOUNDARY STREET
MANNING, SC 29102
(803)435-4435

DESCRIPTION

Clarendon County School District, hereafter referred to as “District”, is soliciting proposals from experienced attorneys and law firms licensed to practice in the State of South Carolina to provide various legal services in accordance with all the requirements set forth herein.

GENERAL INFORMATION

Instructions to Offeror:

1. One original and ten (10) copies of the response must be mailed or hand delivered to the following address:

Clarendon County School District
Attn: Amanda Ridgeway, Director of Finance
125 N Boundary Street
Manning, SC 29102

Outside envelopes MUST be marked clearly and visibly with “Solicitation for Legal Services”. District does not take responsibility for unmarked envelopes. The original proposal shall be marked as “Original” for clarification.

2. Faxed or emailed responses WILL NOT be accepted.
3. **Proposals must be received no later than 2:00 PM, January 21, 2026.**
All questions must be received via email to amanda.ridgeway@clarendoncsd.org no later than 5:00pm on January 13, 2026 and will be answered in the form of an addendum and posted to the District’s website by end of business on January 16, 2026.
4. All fees and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid.
5. Offerors are to include all requested information and are encouraged to include any additional information they wish to convey to the District.
6. Mark each part of your bid which you consider proprietary as “CONFIDENTIAL”. Bids marked in their entirety as “CONFIDENTIAL” will be rejected. See “Proprietary/Confidential Information”.

7. Ownership of all data, material and documentation originated and prepared pursuant to this proposal shall belong exclusively to the District. The original offer submitted shall be retained for the official file. All other copies of the offer submitted shall be destroyed after an agreement has been reached.
8. The District shall have the right to request corrections to an offer or request supplementary or explanatory information. The failure by the Offeror to correct any deficiency or provide any supplementary or explanatory information when requested or by the date and time specified in the request may result in the offer being considered non-responsive and, therefore, not considered.

GENERAL TERMS AND CONDITIONS

Advertising: Offeror agrees not to refer to award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District. Offeror agrees not to use the District's name, insignia, logos, copyrighted material or any reference to the District in any advertising or promotional materials without the written permission of the District.

S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. By submission of this signed bid, the Offerer agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Right of Non/Commitment or Rejection: This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so.

Discussion with Responsive Offerors: Discussions may be conducted with responsive Offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Request for Proposal. All Offerors, whose proposals, in the District's sole judgment, needing clarification shall be afforded such an opportunity.

Conflict of Interest: Offeror will warrant that there is no conflict of interest with its other contracts or any other employment and work to be performed under the contract. Offeror must agree to advise the District if such conflict of interest arises during the term of the contract. Offeror will avoid all circumstances and actions, which would reasonably place Offeror in a position of divided loyalty with respect to its obligations under the contract.

Force Majeure: The Offeror shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Offeror. Such causes may include, but are not restricted to, acts of God

or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Offeror.

Competitive Procurement: It is the intent and purpose of the District that this Request for Proposal permits competition. It shall be each Offeror's responsibility to advise the District if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Request for Proposal to a single source. Such notification must be submitted in writing to the Procurement Officer.

SPECIAL TERMS AND CONDITIONS

Unauthorized Commitments: The Offeror shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the District, whether oral or written, without the consent of the District.

Affirmative Action: The Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

Legal Liability: The Offeror shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, by the firm, or its employees or representatives.

Termination: The Board of Trustees shall have the right to terminate the client-attorney relationship with or without cause. In the event of a termination, the Offeror will receive a written 30 day advance notice.

Drug-Free Workplace: By submission of a signed proposal, you, as the Offeror, are certifying that you will comply with the Drug-Free Workplace Act. (See Act No.593, 1990 Acts and Joint Resolutions)

Proprietary/Confidential Information: Any portion of your, the offeror's, submitted bid, which should be considered confidential, must be visibly marked as such. Offerors must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as "Confidential", there must be, attached to that section, an explanation of how this information fits within one or more categories listed in Section 30-4-40. The District reserves the right to determine disclosure and no legal action may be brought against the District or its agents for its determination in this regard.

Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of the District.

Illegal Immigration Act: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

SCOPE OF WORK

The intent of these specifications is to set forth and convey to prospective Offerors the general type, character and quality of the services as desired by Clarendon County School District.

From time to time, the Board of Trustees and Administration of Clarendon County School District may require legal advice, assistance and representation in a number of areas, on a non- exclusive and as-needed basis. The attorney or law firm shall have a minimum of five (5) years of providing acceptable legal experience with similar clients and be in good standing with the South Carolina Bar Association. The firm(s) shall be of sufficient size to handle widely varied anticipated legal matters involving a public school district.

Preference will be given to firms that can demonstrate experience with school law and related areas. The firms selected shall have demonstrable qualifications to handle legal work in public school law which includes but is not limited to the following areas (it is emphasized that the successful firms can but do not necessarily need to be qualified to handle all of these areas; Offerors are encouraged to respond to subsets of these areas):

Discrimination	Construction	Special Education	Governance
Employment	Finance	Student Rights	Student Safety
Facilities	Athletics	NCLB	Curriculum

DISTRICT PROFILE

Nine (9) Board of Education members, representing single member districts, govern the District. There are approximately 4,000+ students enrolled in grades k-12. The District operates 4 elementary schools, 1 middle schools, 2 middle/high schools, 1 high school, and 1 vocational school. The District also serves preschool and an adult education program. Employed are approximately 600 certified and non-certified employees.

SPECIFIC TASKS

The services to be provided to the District may include but not limited to the following:

1. Attends and provides legal advice at all meetings of the School Board and such other meetings as the Board or the superintendent may request.
2. Advises the Board on all matters of a legal or technical nature relating to the interpretation of statutes, charters, ordinances, contracts, policies, rules, and regulations.
3. Prepares and renders legal opinions upon request to the Board (or any member thereof), the superintendent and the staff.
4. Prepares and conducts litigation and administrative hearings as authorized by the Board.
5. Prepares all documents incident to the noticing, calling, and conducting of

school referendum elections.

6. Provides legal assistance in the drafting of legal documents, rules and regulations, resolutions, applications, and all other legal or quasi-legal papers upon request.
7. Provides legal assistance in the drafting of state legislation proposed by the School District for presentation to the State Legislature.
8. Maintains access to all legislation introduced in the State Legislature and interprets the impact of such legislation on the interest of the School District.
9. Participates in professional growth activities to maintain a current level of knowledge pertaining to school law issues.
10. Performs such other duties consistent with his professional competence as the Board may from time to time assign.
11. Duly licensed by the State of South Carolina to practice law.
12. Specialized training and/or experience in school-law issues preferred.
13. Established practice with progressively more responsible cases.
14. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

QUALIFICATION REQUIREMENTS

Offerors must meet the following minimum requirements:

1. Member in good standing of the Bar Association of the State of South Carolina.
2. Member in good standing of the Bar of the United States District Court of South Carolina.
3. Must have experience with Federal and State Education laws and have a minimum of five (5) years working with or for a public school district in all areas of practice that Offeror wishes to be considered. South Carolina public school experience preferred.
4. Ability to provide same day response by telephone, email or individual conference.
5. Assignment of a lead attorney with appropriate experience.

PROPOSAL RESPONSE

Offeror shall submit a proposal that provides a summary of the following:

- Professional qualifications including key staff. Include an organizational chart that shows the functional lines of communication, authority and assigned responsibilities.
- Areas of practice in which the Offeror would like to be considered.
- Experience within the past five (5) years in public school education law.
- Three (3) references to include the Client's name, point of contact and title,

address, telephone number and e-mail address. South Carolina public school district references preferred.

- A detailed, itemized fee schedule and expected schedule of payment to perform all services offered.
- Describe any potential conflicts of interest.

INTERVIEW/PRESENTATION

After evaluation of the proposal responses, the Board of Trustees reserves the right to request an interview or presentation from any or all Offerors. The purpose of the interview will be to give the Board the opportunity to ask questions and receive clarification on the proposals. Request for interviews will be made to those firms chosen no later than January 30, 2026 and interviews will be presented at the next Board Meeting during executive session on February 2, 2026. Times for presentations will be determined at the time of the interview request.

FORM OF CONTRACT

This solicitation is exempt from the District's Procurement Code. Submissions are requested solely to assist the Board of Trustees in determining the desirability of forming an attorney-client relationship with the Offeror, **in the Board of Trustee's sole discretion**. The Board may retain more than one firm for multiple areas of public school law depending on the qualifications and suitability of the Board's needs. Terms of engagement and compensation will be directly negotiated by the Board of Trustees with the firm(s) determined most qualified to provide needed services.