



Vision

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Addendum 1

Date: October 9, 2026

To: All Offerors

From: Dr. Lonita S. Broome
Chief Financial Officer

RE: Addendum 1 - RFP 27-001 - Legal Services

Thank you for your interest in City Schools of Decatur's Request for Proposal (RFP) No. 27-001 – Legal Services. This addendum provides revisions to the solicitation documents and responses to questions submitted by prospective offerors.

An update regarding the Legal Services RFP will be presented to the Board of Education during its **October 13, 2026, Pre-Work Session at 11:30 a.m.** Interested offerors are encouraged to attend in person at the Elizabeth Wilson School Support Center, Board Room, 125 Electric Avenue, Decatur, Georgia 30030, or observe the meeting virtually using the following Zoom link:

<https://csdecatur.zoom.us/j/95614159391>

Please note that any changes to the RFP resulting from Board discussion or direction will be communicated through a formal written addendum. All existing terms, conditions, and submission requirements remain in effect unless expressly modified by an official addendum issued by CSD.

A. The following pages have been revised:

Page 16 - M. Proposal Submission Checklist

Page 46 Conflict of Interest

Page 51 - Security and Immigration Compliance Annex

B. The following questions were received (responses are listed after each question):

Q1. Partial-scope proposals. May a firm propose District/Administrative Legal Counsel for only some of the Section II service areas, as Section III.C appears to allow, and still be considered responsive? If so, will the scoring cover only the proposed areas?

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A1. Yes. Offerors may submit proposals for some or all service areas identified in Section II and will be considered responsive, provided all applicable RFP requirements are satisfied. All proposals will be evaluated using the established criteria outlined in Section VI.B, with consideration given to the firm's ability to provide the full scope of requested legal services. Evaluation scores will reflect the firm's demonstrated qualifications, capabilities, and coverage of the requested services, including any service areas not proposed. Contract award will be based on the proposal that provides the best overall value to CSD.

Q2. Conflict disclosure. Section VIII, paragraph 12 requires disclosure of any representation "against any school district." Does this mean only litigation, or does it also include negotiations, charter petitions, and funding matters? Is there a time limit? May firms withhold client names or confidential details to comply with Georgia Rule of Professional Conduct 1.6, since proposals maybe subject to the Georgia Open Records Act?

A2. The disclosure requirement applies to representations involving matters adverse to a school district, including litigation, negotiations, charter petitions, funding disputes, and other legal proceedings or matters. CSD has revised Section VIII, Paragraph 12, to establish a ten-year disclosure period.

Offerors must provide sufficient information regarding the nature of the representation and its resolution to allow CSD to assess potential conflicts of interest. To protect client confidentiality and comply with applicable Georgia Rules of Professional Conduct, offerors may identify the client by city and state rather than by name and omit privileged or confidential details. Such disclosures must still provide sufficient nonconfidential information for CSD to evaluate potential conflicts.

Q3. Insurance. Which of the Section VII, paragraph 5 coverages apply to a law firm? Those coverages are general liability, automobile, umbrella, cyber, and additional-insured endorsements. May professional liability and cyber coverage be written on a claims-made basis?

A3. Offerors are required to identify their existing insurance coverages and policy limits as outlined in Section III.F of the RFP. Certificates of insurance will be required from the selected offeror prior to contract execution.

CSD recognizes that certain insurance requirements may differ for professional legal services providers. The applicability of specific coverages, including general liability, automobile liability, umbrella liability, cyber liability, and additional-insured endorsements, will be reviewed with the selected offeror prior to contract execution. Professional liability and cyber liability policies written on a claims-made basis may be considered, subject to CSD's review and approval.

Q4. Indemnification. Does the hold-harmless clause in Special Stipulation (e) apply to legal-services providers? It covers any claim "related to services," including breach of fiduciary duty. If so, will claims

arising from legal advice be governed by the firm's professional-liability coverage and the Georgia Rules of Professional Conduct?

A4. Yes. The indemnification provisions outlined in Special Stipulation (e) apply to legal-services providers under this solicitation. Claims arising from the provision of professional legal services are subject to applicable Georgia law, the Georgia Rules of Professional Conduct, and the terms and conditions of the firm's professional-liability insurance coverage. The RFP expressly provides that the Offeror's indemnification obligations are not limited by available insurance coverage. Accordingly, professional-liability insurance does not replace or otherwise limit the contractual obligations established under Special Stipulation (e). CSD does not intend for this provision to supersede applicable laws or professional ethical obligations governing the practice of law.

Q5. Immigration forms. The Appendix C affidavits name the "Georgia Department of Human Services" as the public employer and use "201__" date lines. Because missing forms make a proposal non-responsive, will CSD issue corrected forms? If not, may offers write in "City Schools of Decatur" and correct the dates?

A5. The Security and Immigration Compliance Annex form has been revised.

Q6. Form references. The Section III.M checklist calls the Exceptions and Modifications forms Appendix D and Appendix E, but the forms are labeled Appendix E and Appendix F. Which forms should offerors submit?

A6. The Checklist has been revised.

Q7. Evaluation of Board Counsel. Section VI.B states that an administrative evaluation committee will evaluate proposals for both categories, including Board of Education Legal Counsel. Will Board members serve on, or have input into, the evaluation of Board Counsel proposals? Will CSD identify the positions or titles of committee members before evaluation begins?

A7. A designated administrative evaluation committee will evaluate all responsive proposals in accordance with the criteria established in Section VI.B of the RFP. Board of Education members will not serve on the evaluation committee. The committee's recommendation will be presented to the Board of Education for final consideration and approval. The identities of evaluation committee members will be disclosed following completion of the evaluation process.

Q8. Evaluator conflicts. Will evaluation committee members be required to sign conflict-of-interest and confidentiality certifications? Will a member with a prior professional or personal relationship with an offeror be recused from evaluating that offeror?

A8. Yes. Evaluation committee members and Board of Education members will be required to complete conflict-of-interest and confidentiality certifications.

A prior professional relationship with an offeror does not automatically require recusal. However, all actual or potential conflicts of interest, including relevant personal or professional relationships, must be disclosed and reviewed to determine whether recusal or other

appropriate measures are necessary to maintain the integrity and impartiality of the evaluation process.

Q9. Debriefing and records. Will unsuccessful offerors receive a debriefing on their scores and the committee's assessment of their proposals? Will individual evaluator score sheets and comments be kept as part of the procurement record?

A9. No. CSD will not conduct formal debriefings for unsuccessful offerors. However, all unsuccessful offerors will receive written notification that their proposals were not selected for contract award. Evaluation score sheets and related documentation will be retained as part of the official procurement record. If the evaluation committee utilizes a consensus-based evaluation process, individual evaluator score sheets may not be generated. In such cases, the committee's consensus scores and supporting documentation will be maintained as part of the procurement record.

Q10. Historical spend. What has CSD spent on outside legal services in each of the last three fiscal years, broken out by Board matters and District/Administrative matters if available? Which service areas have generated the most legal work?

A10. CSD does not separately track legal expenditures by Board matters, District/Administrative matters, or individual service areas. Total expenditures for outside legal services for the three most recent fiscal years are as follows:

- **FY2024: \$375,156.89**
- **FY2025: \$537,406.51**
- **FY2026: \$647,594.88**

A breakdown of expenditures by specific legal service area is not available.

Q11. Role in drafting the RFP. Did CSD's current counsel, or any other outside firm or consultant, help draft, review, or develop this RFP, its scope of services, or its evaluation criteria? If so, will that firm be permitted to submit a proposal, and how will CSD address the resulting conflict?

A11. A legal firm, with no interest in responding to the legal service, provided an overview of the RFP. This firm is not permitted to submit a proposal.

Q12. Incumbency in scoring. Will prior or current service to CSD be considered in scoring? If so, under which Section VI.B criterion? Will references from CSD staff be weighted differently from references from other public clients?

A12. All proposals will be evaluated consistently using the established criteria outlined in Section VI.B of the RFP. Prior or current service to CSD will not receive preferential consideration or additional scoring weight. All references, including those from CSD staff and other public-sector clients, will be evaluated using the same standards and weighted equally.

Q13. Appendix A – Placement and Use: Appendix A states that offerors should include the completed form "for that category before each response/narrative." Should Appendix A be included in the Service

Category Proposed section or placed immediately before the Response to Scope of Legal Services? Additionally, where an offeror proposes several service areas listed on Appendix A (for example, Labor and Employment Matters and Litigation and Hearings), should Appendix A precede the overall scope response, or should Appendix A be repeated before the response to each service area being proposed?

A13. Offerors should complete Appendix A and place it immediately before the Response to Scope of Legal Services section of their proposal. Offerors proposing multiple service areas are required to submit Appendix A only once, identifying all applicable service areas for which they are submitting a proposal. It is not necessary to repeat Appendix A before each individual service area response. The subsequent narrative should be organized according to the applicable service areas outlined in Section II – Scope of Legal Services, clearly demonstrating the firm's qualifications, experience, and capabilities for each proposed area.

Q14. Services Not Proposed: Section III(C) states that if an offeror "does not provide a particular service identified in Section II," the offeror must identify the exception. Does this requirement apply to:

1. Individual services within a service area that the offeror is otherwise proposing.
2. Entire service areas that the offeror is not proposing at all.

A14. The requirement in Section III(C) applies to both circumstances.

1. **Individual Services Within a Proposed Service Area:** If an offeror proposes to provide services within a particular service area but cannot provide one or more of the individual services identified, the offeror must clearly identify those exceptions and explain whether the services would be excluded or provided through outside or specialized counsel.
2. **Entire Service Areas Not Proposed:** Offerors should clearly identify any service areas listed in Section II that they are not proposing to provide. A detailed narrative or explanation is not required for service areas that are not being proposed.

This clarification is intended to ensure that CSD can accurately assess each offeror's capabilities, identify any limitations in service coverage, and evaluate proposals consistently. The evaluation will consider the firm's ability to meet the full scope of services identified in Section II.

Q15. For an entire service area marked "No" on Appendix A, is this designation sufficient, or should the proposal also address that service area in the narrative response?

A15. Yes. Designating an entire service area as "No" on Appendix A is sufficient to indicate that the offeror is not proposing to provide services in that area. A separate narrative response or additional explanation is not required for service areas marked "No." However, offerors must provide a narrative response for each service area marked "Yes," identifying their qualifications, experience, capabilities, and any limitations or exceptions to the services proposed, as required by Section III(C).

Q16. Proposal Organization: Section III provides an order for the proposal response, followed by additional requirements under subsections A through L. Should the proposal be organized using the A–L subsection headings, or should the A–L requirements be incorporated within the proposal sections identified in the response format?

A16. Offerors should organize their proposals according to the response format outlined at the beginning of Section III – Proposal Requirements and Response Format. The requirements identified in subsections A through L should be incorporated into the applicable proposal sections rather than presented as separate responses under each subsection heading. Offerors are responsible for ensuring that all applicable requirements in subsections A through L are fully addressed. Proposals should be clearly organized and labeled to facilitate a consistent and efficient evaluation process.

Q17. Will CSD consider proposals that contemplate legal services being provided remotely? If so, are there any in-person requirements (for example, attendance at Board meetings) that offerors should account for in their proposals?

A17. Yes. CSD will consider proposals that include remote delivery of legal services, provided the proposed arrangement meets the District’s operational needs and responsiveness expectations. However, certain services will require in-person attendance, including Board of Education meetings, executive sessions, hearings, legal proceedings, and other meetings or activities as requested by CSD. Offerors should clearly describe their proposed approach to providing both remote and in-person services, including availability, response times, and any associated travel costs. The ability to provide timely and effective legal representation, whether remotely or in person, will be considered in the evaluation process.

C. All other terms and conditions remain the same

Page 16 Revised - M. Proposal Submission Checklist

Before sealing and submitting the proposal, Offerors should use the following checklist to confirm that all applicable submission requirements have been addressed. This checklist is provided as an administrative aid and does not replace or modify any requirement elsewhere in this RFP.

- ☐ Executive Summary / Transmittal Letter signed by an authorized representative
- ☐ Service category clearly identified: Board of Education Legal Counsel, District/Administrative Legal Counsel, or Both
- ☐ Firm Background and Qualifications
- ☐ Response to the Section II Scope of Legal Services, organized by applicable scope area
- ☐ Attorney and Project Team Qualifications, including lead and backup counsel and professional biographies/resumes
- ☐ Georgia school-law, charter-system, K-12, governmental, and public-sector experience
- ☐ Service approach, responsiveness, after-hours availability, continuity of coverage, and matter-management approach
- ☐ Conflict-of-interest disclosure and conflict-management approach
- ☐ Confidentiality, privilege, data-security, technology, and generative-AI safeguards/disclosures
- ☐ At least three comparable references with requested contact information
- ☐ Insurance coverage and policy limits identified as required by the RFP
- ☐ Appendix B Pricing Proposal completed and placed in the separate sealed pricing envelope as required
- ☐ Appendix C Georgia Immigration and Security forms completed, signed/notarized where applicable, or marked Not Applicable where permitted
- ☐ **Appendix D- Subcontractor affidavit and agreement**
- ☐ **Appendix E** Offeror's Exceptions completed, or clearly marked "No Exceptions"
- ☐ **Appendix F** Offeror's Modifications completed, or clearly marked "No Modifications"
- ☐ All issued addenda acknowledged
- ☐ One original, six printed copies, and one electronic copy of the complete signed proposal package on a USB drive, prepared in accordance with Section V
- ☐ Outer envelope/container labeled with Offeror name, address, telephone number, RFP number, and RFP title
- ☐ Proposal delivery arranged to ensure receipt by CSD no later than Tuesday, October 20, 2026, at 1:30 p.m. EDT

12. CONFLICT OF INTEREST

As part of the negotiation process, the Offeror is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of CSD and the name of any CSD employee who owns, directly or indirectly, a stock interest in the Offeror's firm or any of its branches. Offeror is also required to disclose whether they have represented any party against any school district in or outside of Georgia **within the last 10 years**, along with context as to the matter and how it was resolved.

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of **CITY SCHOOLS OF DECATUR** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202² in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 202² _____.

NOTARY PUBLIC

My Commission Expires: _____