



Vision

We strive to cultivate an educational foundation that empowers students to realize their full potential, thrive as productive global citizens, ignite positive change, and create a more just and equitable world.

DATE: September 22, 2026

TO: All Offerors

FROM: Dr. Lonita S. Broome - Chief Financial Officer

RE: Request for Proposal No. 27-001 - Legal Services

City Schools of Decatur (CSD) invites qualified attorneys and law firms to submit proposals to provide comprehensive legal services to the District. CSD intends to establish a flexible legal-services arrangement that supports the Board of Education and the District's administrative operations. CSD may award to one or multiple firms, including separate counsel for Board services and District operational legal services.

Proposals shall be sealed, marked with the Offeror's name and address, and labeled "RFP 27-001 - Legal Services," and delivered to:

**City Schools of Decatur
Elizabeth Wilson School Support Center
Attention: Dr. Lonita S. Broome - Chief Financial Officer
125 Electric Avenue
Decatur, Georgia 30030**

Proposals must be received no later than 1:30 p.m. local time (as per the Purchasing Department time clock) on Tuesday, October 20, 2026. Submissions received after the deadline will not be considered. A postmark or delivery to a commercial carrier does not constitute receipt by CSD.

A non-mandatory Pre-Proposal Conference will be held at the address above on Tuesday, September 29, 2026 at 10:30 a.m. EDT. Questions regarding this RFP must be submitted in writing no later than 12:00 noon EDT on Friday, October 2, 2026, to lbroom@csdecatur.net. CSD anticipates issuing responses and any addenda on Friday, October 9, 2026.

The written requirements of this RFP may be changed only by a written addendum issued by CSD. CSD reserves the rights stated in this RFP, including the right to reject proposals, waive informalities where permitted, and make award(s) in the best interest of the District.

Dr. Carmen Sulton
Chair

Hans Utz
Vice Chair

Tracey Anderson
Board Member

James Herndon
Board Member

Lorraine Irier
Board Member

Zoe Smith
Student Representative

SOLICITATION NO. 27-001

REQUEST FOR PROPOSAL

FOR

LEGAL SERVICES

**CITY SCHOOLS OF DECATUR - PURCHASING DEPARTMENT
ELIZABETH WILSON CENTER
125 ELECTRIC AVENUE
DECATUR, GEORGIA 30030**

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Section I - Introduction & District Background

A. Purpose

City Schools of Decatur is soliciting proposals from qualified attorneys and law firms experienced in representing Georgia public school districts and other governmental entities. The selected counsel will provide responsive, practical, and cost-effective legal advice and representation across the areas identified in this RFP.

B. Background

CSD is an independent public school district created by the State of Georgia General Assembly through the Charter of the City of Decatur. The District serves students residing within the City of Decatur and operates schools and administrative facilities in support of its educational mission.

CSD serves approximately 5,300 students and operates one high school, one middle school, five lower elementary schools, two upper elementary schools, and an Early Childhood Learning Center Program. The District employs approximately 900 full and part-time employees, including approximately 443 teachers.

As a public school district and political subdivision of the State of Georgia, CSD operates within a complex legal and regulatory environment governed by applicable federal and state laws, regulations, State Board of Education rules, local Board of Education policies, contractual obligations, and other requirements applicable to Georgia public School systems. Accordingly, the District requires qualified legal counsel capable of providing timely, practical, and comprehensive legal services across the range of matters associated with the governance and operation of a public school district.

Legal needs arise across Board governance, school law, student services, human resources, procurement and contracts, real estate, construction and capital projects, risk management, transportation, school health, public records, litigation and other operational areas. CSD seeks counsel with demonstrated knowledge of Georgia law and federal requirements applicable to K-12 public education and charter systems.

C. Award Structure

CSD intends to establish two distinct categories of legal services under this solicitation: (1) Board of Education Legal Counsel and (2) District/Administrative Legal Counsel. Offerors may submit a proposal for either category or both categories. CSD reserves the right to award each category to a different firm, award both categories to one firm when legally and ethically appropriate, make multiple awards, or make no award in a category when determined to be in the best interests of the District. A designated administrative evaluation committee will evaluate all responsive proposals, including proposals for Board of Education Legal Counsel and District/Administrative Legal Counsel. Final contract award(s) remain subject to applicable CSD approval requirements. Firms proposing for both categories must disclose potential conflicts and explain how actual or potential conflicts between the Board and District administration would be addressed consistent with applicable professional-responsibility requirements.

Section II - Scope of Legal Services

All services must comply with applicable federal, State of Georgia, and local laws and regulations. The successful offeror(s) shall provide legal services as requested by CSD, including but not limited to the areas below. The listing is illustrative and does not limit CSD's ability to request additional legal services for other areas, not referenced below, during the contract term.

General Services / School Law

- Georgia Charter System Law
- IDEA and Section 504
- Student discipline and student rights
- Open Records Act requests
- Family Educational Rights and Privacy Act (FERPA) and education-record requests
- Titles I, III, VI, IX, and other applicable federal requirements
- Subpoenas and police, state, and federal warrants
- E-SPLOST matters
- Media-relations responses and risk-management communications
- Advice on rules and procedural changes
- Review of documents and handbooks distributed to the public
- Other legal services requested by CSD

Special Education and Student Services

- Ensure compliance with IDEA and Section 504
- Support all aspects of special education and Section 504, including records review, consultations, draft communications, complaints, and due-process matters

- Attend IEP- and 504-related meetings, including preparatory meetings when parents are represented by counsel
- Provide training on IDEA and Section 504 compliance
- Draft or review service contracts
- Draft and process responses to official complaints, including Due Process Hearing Requests, State Formal Complaints, and Office of Civil Rights Complaints

Labor and Employment Matters

- Consult with and support staff regarding employee/HR grievances, terminations, teacher certification issues, and related notices and responses
- Consult with and support staff regarding EEOC, Title VII, and other employment complaints
- Draft or review employee contracts

Policy and Legislation

- Support drafting, reviewing, and updating Board policies for alignment with state and federal laws, rules, and regulations
- Monitor pending and emerging legislation and advise CSD regarding potential impacts on district policies and practices

Student Rights and Civil Rights

- Review and advise on student discipline matters and represent the District in related litigation and appeals, including appeals to the Board
- Attend student discipline hearings on behalf of CSD when parents are represented by counsel.
- Provide training on student discipline, searches, jurisdiction, student codes of conduct, and related matters
- Support Title IX and Title VI compliance, including coordinator, investigator, decision-maker, or informal-resolution services when requested
- Advise on student privacy (FERPA), free speech, dress codes, and other student-rights issues

Business, Contracts, and Procurement

- Provide knowledge of contract law applicable to governmental entities and K-12 public school districts
- Review, advise on, revise, and redline initial and renewal contracts
- Negotiate and draft vendor agreements, construction contracts, intergovernmental agreements, and memoranda of understanding
- Advise on E-rate and public-bidding compliance

Real Estate and Property

- Handle and advise on property acquisition, zoning, easements, property transfers, leases, and construction disputes

Litigation and Hearings

- Provide representation for litigation and hearings in the service areas identified in this RFP and other matters impacting the District at local, state, and federal courts and administrative proceedings

Other Administrative Legal Services

- Review and advise on legal notices received by the District or schools, including custody documents, warrants, subpoenas, claims, grievances, cease-and-desist notices, citations, and audits
- Prepare legal notices that may need to be filed
- Prepare legal memoranda for staff as needed
- Develop and/or provide administrative legal training, including Code of Conduct, Title IX, and other legal matters
- Support enrollment, admissions, and residency matters, including residency documentation, paid tuition, courtesy tuition, and residency investigations
- Review procedure manuals for compliance with local, state, and federal requirements
- Research and advise on legal questions from any District department
- Advise on safety and security matters, including trespassing and memoranda of understanding

Risk Management & Claims

- Advise on risk-management strategies to minimize legal exposure and operational liability
- Review insurance coverage, policy interpretation, and claims administration
- Assist with investigation and resolution of liability claims involving students, employees, visitors, contractors, and District property
- Provide guidance regarding tort claims, premises liability, negligence, and governmental immunity
- Coordinate with insurance carriers, third-party administrators, and claims representatives
- Review incident reports and accident investigations involving facilities, transportation, athletics, and special events
- Provide counsel regarding workers' compensation matters in coordination with Human Resources and the District's administrator

- Review risk-transfer provisions, indemnification, hold-harmless provisions, and insurance requirements in contracts
- Provide legal support related to emergency management, crisis response, business continuity, and disaster recovery
- Advise on school safety, emergency operations, threat assessments, and coordination with public-safety agencies
- Assist with OSHA, workplace-safety, and applicable health-and-safety compliance
- Advise on property damage, construction defects, environmental hazards, and insurance recovery
- Assist with litigation avoidance, mediation, and alternative dispute resolution
- Provide representation for claims, administrative proceedings, mediation, arbitration, and litigation as requested

Facilities , Maintenance, Construction & Capital Projects

- Provide legal counsel throughout all phases of capital improvement and construction projects
- Draft, review, negotiate, and interpret construction contracts, professional-services agreements, architectural and engineering agreements, construction-management agreements, and design-build contracts
- Review ITBs, RFPs, RFQs, and related procurement processes for legal compliance
- Advise on Georgia procurement law, public-bidding requirements, and applicable federal procurement requirements
- Assist with bid protests, procurement disputes, and contract-award challenges
- Review and negotiate change orders, amendments, contract modifications, and closeout documentation
- Advise on construction claims, delays, differing site conditions, scheduling disputes, liquidated damages, and warranty enforcement
- Review performance bonds, payment bonds, retainage, and contractor-default issues
- Advise on mechanics' liens, payment disputes, and construction-related claims
- Advise on environmental compliance, hazardous materials, asbestos, lead-based paint, underground storage tanks, storm water, erosion control, and related requirements
- Advise on ADA compliance, accessibility, and facility-related regulatory obligations
- Assist with real-estate transactions, including acquisitions, easements, rights-of-way, licenses, leases, transfers, and surplus-property disposition
- Draft and negotiate facility-use agreements, shared-use agreements, intergovernmental agreements, licenses, and leases
- Provide legal support for utility agreements, telecommunications easements, and infrastructure projects

- Advise on zoning, land use, permitting, and development issues affecting District property
- Support SPLOST-funded capital projects and statutory compliance associated with capital expenditures
- Provide guidance during planning, construction administration, closeout, and warranty periods
- Represent CSD in disputes involving contractors, architects, engineers, consultants, vendors, and construction professionals
- Assist with mediation, arbitration, or litigation of construction disputes, as appropriate
- Provide legal counsel regarding routine facilities and maintenance operations, including emergency repairs, building closures, inspections, code compliance, accessibility, facility use, environmental conditions, and workplace-safety matters.
- Draft, review, and advise on operational service contracts, including custodial, HVAC, landscaping, maintenance, temporary staffing, equipment service, and other outsourced operational services.
- Advise on vendor performance, defaults, cure notices, contract renewals, terminations, emergency procurements, warranty enforcement, and operational contract disputes.
- Advise on OSHA compliance, hazardous communications, chemical handling, workplace hazards, employee safety, and other regulatory requirements affecting Facilities and Maintenance operations.

Pupil Transportation Services

- Provide legal counsel and representation regarding student transportation operations and compliance with applicable federal, state, and local laws, regulations, and standards
- Advise on Georgia Department of Education pupil transportation requirements, State Board rules, and applicable FMCSA requirements
- Advise on CDL requirements, driver qualifications, medical certifications, entry-level driver training, disqualifications, and DOT compliance
- Advise on federal DOT drug and alcohol testing requirements
- Review transportation policies, procedures, driver handbooks, parent guidelines, and operating manuals
- Advise on transportation eligibility, bus-stop assignments, hazardous walking conditions, appeals, and accommodations
- Advise on transportation provisions in IEPs, Section 504 Plans, McKinney-Vento, and other applicable requirements
- Provide counsel regarding bus accidents, vehicle incidents, injury claims, investigations, evidence preservation, surveillance video, witness statements, and litigation preparedness
- Coordinate with Risk Management, insurers, claims administrators, and law enforcement as appropriate

- Advise on student behavior on buses, driver authority, surveillance, transportation suspensions, searches, and safety
- Draft, review, and negotiate transportation-related contracts and agreements
- Advise on public-records requests involving transportation records while ensuring FERPA and other privacy compliance
- Advise on transportation emergency response, evacuations, crisis management, security, reunification, and public-safety coordination
- Provide legal training and periodic updates to Transportation administrators

School Health Services

- Review healthcare staffing agency contracts and memoranda of understanding
- Develop and review district health policies and procedures for compliance with federal and Georgia law, including medication administration procedures and applicable Georgia requirements
- Advise on school safety and emergency preparedness
- Review cardiac emergency response plans and protocols and issues involving stock emergency medications, including epinephrine and naloxone
- Advise on scope-of-practice and delegation questions under the Georgia Nurse Practice Act, including responsibilities of unlicensed assistive personnel
- Provide presentations and training on legal issues affecting school health, including HIPAA versus FERPA, documentation standards, and liability

School Nutrition Services

- Advise on federal and state requirements applicable to school nutrition programs, including USDA, Georgia Department of Education, National School Lunch Program, School Breakfast Program, and other applicable child nutrition programs.
- Advise on procurement, food-service contracts, vendor agreements, food safety, sanitation, and regulatory compliance.
- Advise on meal eligibility, confidentiality, meal accommodations, food allergies, civil-rights requirements, and related student matters.
- Provide legal support regarding audits, investigations, claims, vendor disputes, and corrective actions involving School Nutrition Services.
- Review policies, procedures, contracts, and operating practices affecting School Nutrition Services.

Athletics and Extracurricular Activities

- Advise on legal and regulatory matters affecting interscholastic athletics and extracurricular programs, including GHSA requirements and Title IX.

- Advise on student-athlete eligibility, transfers, participation, discipline, waivers, and related disputes.
- Advise on student-athlete health and safety, concussion protocols, emergency response, catastrophic injuries, and risk management.
- Review contracts and agreements involving coaches, officials, athletic events, facilities, travel, sponsorships, vendors, and booster organizations.
- Advise on event security, crowd management, facility liability, investigations, claims, and litigation arising from athletic or extracurricular activities.

Board Services (Board Attorney) - Separate Service Category

- Advise the Board of Education on governance, parliamentary procedures, ethics, and compliance with the Georgia Open Meetings Act and Open Records Act
- Provide legal expertise and guidance related to policy creation or revisions
- Attend Board of Education meetings, retreats, and executive sessions
- Attend Board of Education agenda-preparation sessions
- Act as parliamentarian during Board meetings
- Describe the firm's process for identifying and managing conflicts and differences between the legal needs of the Board of Education and District administration

Other Areas

- Identify other areas not referenced above but may be beneficial for the district to consider

Section III - Proposal Requirements and Response Format

To facilitate the evaluation, proposals shall be organized in sections based on the order below. All terms, conditions, requirements, and procedures included in this RFP must be met for a proposal to be considered responsive.

- Executive Summary/Transmittal Letter
- Service Category Proposed: Board Services, Administrative/District Operational Legal Services, or Both

Firm Background and Qualifications

- Response to Scope of Legal Services

Attorney and Project Team Qualifications

- Georgia School Law, Charter System, and Public-Sector Experience
- Approach to Legal Services and Responsiveness
- Conflict of Interest and Conflict-Management Approach

Confidentiality, Privilege, Data Security, and Technology

- References

A. Mandatory Requirements

1. Offeror must be authorized to transact business and practice law in Georgia, as applicable.
2. Lead attorneys assigned to CSD must be active members in good standing of the State Bar of Georgia.
3. Offeror must demonstrate relevant experience providing legal services to K-12 public school districts, governmental entities, or organizations of similar complexity.
4. Offeror must disclose actual or potential conflicts of interest involving CSD, its Board, administration, employees, or related parties and describe its conflict-check and conflict-management process.
5. Offeror must maintain insurance appropriate for the services proposed and provide evidence of coverage upon request.
6. Offeror must complete required affidavits, certifications, and proposal forms.

B. Firm Background and Qualifications

Provide a concise history of the firm, office locations, size, ownership/organizational structure, areas of practice, and experience relevant to Georgia K-12 public education. Identify the primary office and attorneys that would serve CSD.

C. Response to Scope of Legal Services

The Offeror shall provide a detailed response to the Scope of Legal Services identified in Section II for each service category for which the Offeror is submitting a proposal. The response shall follow the organization of Section II and clearly describe the firm's experience, capabilities, proposed attorney(s), and approach for providing the applicable services. Offerors are not required to restate the Scope of Legal Services; rather, the response should demonstrate the Offeror's qualifications and capability to perform the requested services. If the Offeror does not provide a particular service identified in Section II, or proposes to provide the service through outside or specialized counsel, the Offeror shall clearly identify that exception and explain the proposed approach.

As applicable to the service category proposed, organize the response using the Section II headings, including General Services/School Law; Special Education and Student Services; Labor and Employment Matters; Policy and Legislation; Student Rights and Civil Rights; Business, Contracts, and Procurement; Real Estate and Property; Litigation and Hearings; Other Administrative Legal Services; Risk Management and Claims; Construction, Capital Projects and Facilities; Pupil Transportation Services; School Health Services; and Board Services.

D. Service Approach and Responsiveness

Describe the proposed approach to providing day-to-day advice, urgent/emergency support, litigation management, training, Board support (if proposed), communication with CSD staff, response times, document review, legal research, and coordination among attorneys. Describe availability outside normal business hours when urgent matters arise.

E. Conflicts and Independence

Describe the firm's conflict-check process. Identify any current or recent representation that could create an actual or perceived conflict with CSD. For firms proposing both Board and administrative services, explain how the firm would manage differences between the legal needs of the Board and administration, including when separate counsel would be recommended. The selected firm shall have a continuing duty during the contract term to promptly disclose to CSD any new actual or potential conflict that arises and to describe the proposed method for addressing the conflict consistent with applicable professional-responsibility requirements.

F. Insurance

The selected firm shall comply with the insurance requirements contained in Section VII, General Terms and Conditions. Offerors shall identify current coverage and policy limits in the proposal and provide certificates or other evidence of coverage upon request.

G. Attorney Staffing and Response-Time Expectations

Identify the lead/relationship attorney, backup attorney(s), and other personnel expected to perform CSD work. State each attorney's Georgia Bar status, relevant practice areas, years of K-12/public-sector experience, and anticipated role. Describe the firm's standards for responding to routine matters, urgent matters, and emergencies, including after-hours availability and continuity of coverage. Provide resumes or professional biographies of each proposed attorney, including education, bar admissions, years of practice, school-law experience, public-sector experience, litigation experience, specialized expertise, and anticipated role.

Attorney Continuity and Substitution. The attorneys identified in the proposal as lead or key personnel are considered material to CSD's selection. The selected firm shall not replace a lead or key attorney without prior written approval from CSD, except when circumstances outside the firm's reasonable control make substitution necessary. Any proposed replacement shall have qualifications and experience comparable to or greater than the attorney being replaced, and the firm shall provide sufficient advance notice and transition support to avoid disruption of CSD matters.

H. Confidentiality, Privilege, Data Security, and Technology

The selected firm shall protect attorney-client privileged communications, attorney work product, student and employee records, FERPA-protected information, executive-session matters, litigation materials, personally identifiable information, and other confidential or legally protected information. The offeror shall describe safeguards used to protect CSD information, including secure transmission, storage, access controls, retention, and destruction practices.

Any use of generative artificial intelligence or similar automated tools in connection with CSD matters must comply with applicable professional-responsibility duties and CSD confidentiality and security requirements. Offerors shall disclose material use of such tools and shall not enter confidential, privileged, student, employee, litigation, or other protected CSD information into a system that may use the information for model training or expose it outside approved safeguards without prior written authorization from CSD.

I. Litigation and Matter Management

For litigation, administrative proceedings, investigations, and other significant matters, selected counsel shall provide timely status updates and, when requested, matter budgets or cost estimates. Counsel shall promptly advise CSD of significant developments, deadlines, settlement opportunities, and material changes in anticipated cost. Engagement of experts, investigators, consultants, specialized counsel, court reporters, or other significant third-party services or expenses shall require prior written CSD authorization, except when immediate action is reasonably necessary to protect CSD's legal interests and prior authorization is impracticable. In such circumstances, counsel shall notify CSD as soon as practicable.

J. Ownership, Retention and Transition of Legal Files

The selected firm shall maintain CSD legal files in an organized and secure manner and shall comply with applicable law and professional-responsibility requirements concerning client files, attorney work product, privilege, confidentiality, and records retention. CSD shall have access to its client and matter files and records generated or maintained in connection with the representation, subject to applicable law and ethical obligations. Upon request, expiration, or termination of the engagement, counsel shall cooperate in an orderly transition and promptly provide CSD or successor counsel with CSD-owned files and reasonably necessary matter information, including pending deadlines, calendars, pleadings, contracts, correspondence, research, and other records. The selected firm shall not impose unreasonable administrative, retrieval, or file-transfer charges for an ordinary transition of CSD matters.

K. References

Provide at least three references for comparable K-12 public school District or governmental legal engagements, preferably in Georgia. Include client name, contact person, title, telephone number, email, services provided, and length of engagement.

L. Other Proposal Conditions

1. All costs incurred in preparing a proposal are the responsibility of the offeror.
2. All proposals become the property of CSD and may be subject to the Georgia Open Records Act. An Offeror claiming that specific proposal material is exempt from disclosure shall clearly identify the specific material and the legal basis for the claimed exemption. Marking an entire proposal as “confidential” will not, by itself, establish that the proposal is exempt from disclosure. Offerors remain responsible for complying with any affidavit or other requirements applicable to asserted trade-secret protection under Georgia law.
3. Offerors shall not contact Board members or CSD employees regarding this solicitation except through the designated procurement contact, unless expressly authorized by CSD.
4. The resulting contract is non-exclusive, and CSD does not guarantee any minimum volume of legal work.
5. Any change in scope must be authorized in writing by CSD.
6. The selected vendor must comply with applicable security and immigration requirements.

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 Offeror's Exceptions completed, or clearly marked "No Exceptions"
- ☐ Appendix E 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

Section IV - Pricing Proposal (See Appendix B)

Pricing, Fee, and Term Structure (Submit in Separate Sealed Envelope)

Provide hourly rates by partner/shareholder, counsel, associate, paralegal, and other professional classification; any proposed blended, flat-fee, or alternative-fee arrangements; retainers; minimum billing increments; travel-time and mileage charges; reimbursable expenses and markups; litigation-related charges; training rates; administrative, technology, or legal-research charges; and any other fees. Identify any services included without additional charge. Proposed rates shall remain firm for the initial contract term. Any rate adjustment for a renewal period must be identified in the proposal or requested in writing in advance and is subject to CSD's written approval. No rate increase is automatic. Invoices shall identify the matter, date of service, attorney or other professional performing the work, a sufficiently detailed description of the service, time billed, applicable rate, and itemized expenses. Board matters and District/administrative matters shall be separately identifiable. Block billing is discouraged and may be rejected or returned for clarification when it prevents CSD from reasonably evaluating the services billed.

Section V - Solicitation Calendar and Submission Instructions

A. RFP Timetable

Milestone	Date / Time
RFP Released	Tuesday, September 22, 2026
Pre-Proposal Conference	Tuesday, September 29, 2026 - 10:30 a.m. EDT
Last Day for Questions	Friday, October 2, 2026 - 12:00 noon EDT
Addenda / Responses Issued	Friday, October 9, 2026
Proposal Submission Deadline	Tuesday, October 20, 2026 - 1:30 p.m. EDT
Administrative Review	To Be Determined
Evaluation of Proposals	To Be Determined
Interviews, if requested	To Be Determined
Contract Award Presented to Board for Approval	To Be Determined
Anticipated Contract Award	To Be Determined

B. Proposal Submission

One original and six printed copies, together with one electronic copy of the complete signed proposal package on a USB drive, must be received by Tuesday, October 20, 2026, at 1:30 p.m. EDT. The USB drive shall be submitted with the printed proposal package and should contain a complete electronic copy of the signed proposal in PDF format.

Proposals must be submitted in a sealed envelope or container bearing the Offeror's name, address, telephone number, RFP number, and title:

CITY SCHOOLS OF DECATUR
Elizabeth Wilson School Support Center
ATTN: Dr. Lonita S. Broome - Chief Financial Officer
RFP 27-001 - LEGAL SERVICES
125 ELECTRIC AVENUE
DECATUR, GEORGIA 30030

C. RFP Questions and Requests for Information

Questions must be submitted in writing no later than 12:00 noon EDT on Friday, October 2, 2026, to Dr. Lonita S. Broome via lbroom@csdecatur.net. Questions received after the deadline may not receive a response.

D. Additional Information / Addenda

CSD anticipates issuing responses to timely questions and any other corrections or amendments by written addendum on Friday, October 9, 2026. Offerors shall acknowledge all addenda in their proposals.

E. Late Proposals, Modifications, and Withdrawals

Proposals and modifications received after the proposal due date and time will not be considered, except as otherwise required by law. CSD is not responsible for delays by mail or commercial delivery services.

F. Rejection of Proposal

CSD reserves the right to reject any or all proposals, waive informalities or irregularities where permitted, request clarification, negotiate with one or more Offerors, and make award(s) in the best interest of the District.

G. Interviews / Presentations

CSD may, but is not required to, invite one or more Offerors to participate in interviews or presentations. If requested, Offerors should be prepared to discuss staffing, responsiveness, legal approach, conflicts, pricing, and experience in the service categories proposed. CSD may also request written clarifications, revised pricing, or a best and final offer (BAFO) when determined appropriate. An invitation to interview, present, clarify, or submit a BAFO does not constitute an award or guarantee further consideration. All costs associated with participation are the responsibility of the offeror.

Section VI - Evaluation and Award

A. Administrative Review / Mandatory Requirements

After the closing date and time, proposals will be reviewed for timeliness, completeness, required documents, and compliance with mandatory requirements. Non-responsive proposals may be eliminated from further consideration.

B. Evaluation of Written Proposals

A designated administrative evaluation committee will evaluate all responsive proposals for both service categories. Written proposals will be scored using the criteria and maximum points shown below. The committee may apply the criteria separately to each service category proposed.

Evaluation Criterion	Maximum Points
Firm Qualifications and Relevant Georgia K-12/Public-Sector Experience	20
Response to Scope of Legal Services/Demonstrated Capability	25
Proposed Attorneys, Staffing, and Continuity of Coverage	15
Service Approach, Responsiveness, and Matter Management	15
Conflicts, Independence, Confidentiality, Data Security, and Technology	10
References and Comparable Engagements	5
Pricing and Overall Value	10
Total	100

C. Separate Evaluation of Service Categories

The two service categories (1) Board of Education Legal Counsel and (2) District/Administrative Legal Counsel will be evaluated separately by the designated administrative evaluation committee. A firm may be selected for one category without being selected for the other. Firms proposing for both categories must demonstrate how conflicts, independence, and professional-responsibility obligations will be managed. The committee's recommendation(s) will proceed through CSD's required approval process.

D. Final Evaluation / Clarification

CSD may request written clarification, interviews, presentations, additional references, or other information reasonably necessary to complete the evaluation. Any such request does not obligate CSD to request clarification from every offeror.

E. Selection / Award

CSD may award to one or multiple vendors. An award may be made for Board Services, Administrative/District Operational Legal Services, both categories, or selected areas of legal specialization. Final award is subject to applicable CSD approval requirements and successful contract negotiations.

Section VII - General Terms and Conditions

Request for Proposal Process:

This solicitation is a Request for Proposal (RFP). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. An evaluation committee will evaluate the proposal submitted by the Offeror. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Often however, it will be necessary to hold discussions and/or demonstrations with the Offeror(s) about their proposal(s). This may be done after the initial evaluation. The results of the evaluation may be reviewed, and a “competitive range” may be selected for discussions. Essentially, if an Offeror’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the Contractor and CSD.

Offerors in the “competitive range” will be notified of the weaknesses in their proposals and given an opportunity, in discussions, to assure they understand the weaknesses. At the end of discussions with all Offerors, best and final offers (BAFO) will be accepted from the Offeror(s) in the competitive range.

The BAFOs will be evaluated, and the results reported to a source selection official who will select the proposal that presents the best value to CSD. This selection may then be presented to the City Schools of Decatur Board for approval. If approved by the Board and other matters (Insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.

1. GOVERNMENTAL ENTITY

- a. The governmental entity, the owner, for whom the work will be executed, is City Schools of Decatur School District, Georgia (hereinafter “CSD”).

2. PREPARATION OF PROPOSALS

- a. Specifications used are intended to be open and non-restrictive. Potential Offeror(s) are invited to inform the CSD Purchasing Department in writing whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled receipt of proposals will not be acted upon unless the CSD Purchasing Department rules that it is in the best interest of CSD to consider.
- b. By submitting a proposal, the Contractor warrants that any legal services provided to CSD meet or exceed specifications set forth in this solicitation.
- c. The CSD Purchasing Department will be the sole judge in making the determination as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the Contractor.
- d. An authorized officer of the company shall sign proposals.
- e. The Contractor covenants with CSD to furnish its professional skill and judgment with due care in accordance with the care and skill normally exercised with experienced and competent, licensed employees performing the same or similar services at the same time and place and in accordance with any specific requirements of the solicitation (the “Standard of Care”). The Contractor acknowledges and agrees that the standard of care is a material term of this solicitation.

3. TAXES

CSD is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals. However, in the event state or federal law for the services outlined in this proposal requires taxes, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by CSD.

4. PRICING AND CHARGES

Proposals shall define all pricing and all pricing must remain firm for each year that the contract is in effect.

Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated in the subsequent contract.

If any person or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Purchasing Department for interpretation via email at lbroome@csdecatur.net.

5. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to CSD, unless Offeror makes a request in writing to the Owner prior to the time set for receiving proposals, or unless the Owner fails to accept or reject the proposal within one hundred and twenty (120) days after the date fixed for receiving said proposals. After the proposal opening, CSD Purchasing Department, at its sole discretion, will permit withdrawal only when the best interest of CSD would be served. If withdrawal is allowed, CSD reserves the right to determine that the Contractor is chronically not responsible.

6. ADDITIONAL TERMS NOT BINDING

CSD shall not be bound by any terms and conditions included in any Offeror's proposed contract(s), including but not limited to, terms and conditions related to any provided service, limitations of the Offeror's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, CSD's purchase order related to this solicitation or contract.

CSD encourages the submission of value-added recommendations by Offeror but discourages the submission of terms, which negate or conflict with the terms and conditions of this solicitation (See Section 11 below). If Offeror has additional terms and conditions, including but not limited to supplemental contracts or purchase orders, that Offeror is proposing, then Offeror must provide a list of the documents and a copy of each document in the listed order, with the

Offeror's initial RFP response. Additional documents proposed by Offeror may not incorporate other documents by reference - all documents Offeror

Proposals CSD consider must be listed and attached to Offeror's Proposal. No additional terms, conditions or documents will be considered after the proposal due date unless specifically requested by CSD.

7. EXCEPTIONS AND PROPOSED CONTRACT MODIFICATIONS

The terms and conditions contained in this solicitation comprise the contract terms and conditions proposed by CSD. CSD does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points or be declared non-responsive for substantive modifications proposed by Offeror that materially differ from the RFP terms and are likely to, in the opinion of CSD, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in CSD's ability to award a contract and may also result in an Offeror's proposal being deemed to be non-responsive.

Nonetheless, if an Offeror must take exception to the contract terms, the exceptions to the scope of work and/or technical requirements must be clearly identified along with the reason for the exception and submitted with Offeror's proposal on Appendix D attached. Similarly, if Offeror must propose modifications to the solicitation's contractual terms, then Offeror must use Appendix E to specifically identify the contract provision Offeror seeks to modify, the reason for the proposed modification and Offeror must provide the specific contract language Offeror proposes to substitute in place of the provision. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using Appendix E. These Forms shall be placed in the proposal immediately after the executive summary.

Proposed exceptions and proposed modifications must not conflict with or attempt to preempt the mandatory requirements set forth in the Special Stipulations Section of this solicitation.

No exceptions or proposed modifications will be considered after the proposal due date unless such modification is specifically requested by CSD. Offerors are cautioned to limit exceptions and proposed contracts as they may be determined to be so material as to cause rejection of the Proposal as non-responsive. All exceptions and proposed modifications shall be evaluated in accordance with the appropriate evaluation criteria established by CSD and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract modifications. Exceptions and modifications that grant the Offeror an impermissible competitive advantage as determined by CSD in its sole discretion will be rejected.

If there is any question whether a particular exception or modification would be permissible the Offeror is strongly encouraged to inquire via written question to CSD prior to the deadline for submitting questions.

No exception or proposed contract modification shall be binding on CSD unless specifically accepted by CSD in writing and acknowledged by CSD as a change to the terms of the solicitation.

8. COMPLIANCE WITH LAWS

All services furnished shall comply with all applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all CSD policies, procedures, operating guidelines and/or regulations including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of CSD data, including student data and personnel information. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All bidders shall include a notarized affidavit stating with specificity any “trade secret” as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 et. seq.), specifically O.C.G.A. § 50-18-72(a) (34). Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of DeKalb County, or in the U.S. District Court, Northern District, and Atlanta Division.

9. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) Working days prior to the proposal opening date. Other protests shall be filed not later than three (3) working days after proposal opening date, or if the protest is based on subsequent action of CSD, not later than three (3) working days after the aggrieved person knows or should have knowledge of the facts given rise to the protest. Protests are considered filed when received by the Purchasing Department. Protests that are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for CSD reasonable attorney’s fee and expenses of litigation for any protest arising out of this solicitation in which CSD is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.

10. PURCHASING POLICY AND OPERATING GUIDELINES – RFP

The CSD Purchasing Policy DJE is incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation an Offeror, potential Offeror, or Contractor agrees to be bound by the CSD Purchasing Policy DJE on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

ADDITIONAL CONDITIONS

A. CONTRACT AWARD

1. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by CSD, or otherwise furnished, to the selected Offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this solicitation and any addendum thereto, the Offeror's proposal (as amended by a best and final offer if called for) and the contract award letter or establishing purchase order and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the award letter which are not included in or otherwise expressly incorporated into this contract. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the Purchasing Department all terms and conditions of CSD contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

2. CONTRACT AWARD

A contract will be awarded to the responsible Offeror(s) whose proposal is determined to be the most advantageous and is of best value to CSD. Proposals will be evaluated on a combination of factors as described in Section VI. It is within CSD's sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within CSD's sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within CSD's sole discretion to terminate this agreement or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that CSD has in relation to its solicitation process.

3. BILLING AND INVOICE REQUIREMENTS

Invoices shall be submitted monthly unless otherwise approved by CSD and shall be itemized by matter. Each entry shall identify the professional performing the work, date, specific task description, time billed, applicable rate, expenses, and total charges. Board-related matters and District/Administrative matters shall be separately identified for billing and matter-management purposes. Block billing of multiple unrelated tasks in a single time entry is not permitted unless specifically approved by CSD. Offerors shall disclose minimum billing increments, travel-time charges, research charges, administrative or technology fees, reimbursable expenses and markups, litigation-related charges, and any other fees. CSD may require electronic invoicing and matter-specific billing codes or descriptions. Significant third-party expenses require prior written CSD authorization as provided in Section III.

4. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, CSD terms and conditions shall govern.

5. INSURANCE

When the responsive and responsible Offeror has been identified, he or she will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within five (5) days of the date of written notification to the Offeror. Providing proof of and maintaining the insurance coverage indicated below will be reviewed as part of the Offeror's qualifications, including but not limited to whether the Offeror is responsive or responsible.

Offeror shall maintain at its sole cost and expense such insurance as will fully protect it and CSD and CSD's Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Offeror's professional liability (errors and omissions)

Under this submittal and Contract, whether the Offeror, by any subcontractor or any tier directly employed or retained by, performs such services and work.

- A. The following general requirements apply to all work under this Contract by all Offeror and subcontractors of any tier.

- 1) All insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, until all work has been completed to the satisfaction of CSD, and for three (3) years thereafter. Any insurance must be on an occurrence basis. Professional Liability may be on a claims- made basis.

No Offeror or subcontractor shall commence any work of any kind under this contract until they have complied with all insurance requirements.

- 2) CSD shall be covered as an Additional Insured under all insurance required by the Contract documents excluding Workers' Compensation & Employers Liability Insurance, and Professional Liability. The Workers' Compensation & Employers Liability Insurance policy shall contain a waiver of subrogation in favor of CSD. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on all applicable policies. In addition to the Certificate of Insurance, the Offeror shall provide the Additional Insured Endorsement. The Offeror acknowledges that Additional Insured status and waiver of subrogation for CSD is a material term of the solicitation, and the Offeror agrees to provide any endorsements to any insurance policies reflecting CSD status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Offeror being determined to be not responsive. The Offeror to CSD Purchasing Department shall file certificates of Insurance indicating that such coverage is in force under this Contract. Further, if the Offeror fails to procure any of the requested insurance required under this solicitation or make the City Schools of Decatur School District an Additional Insured under the applicable policies, then the Offeror will be determined to be not responsive.
- 3) CSD shall be given not less than thirty (30) days' prior written notice of the cancellation or material change of any insurance required by the Contract documents.
- 4) Each and every insurance agent shall warrant, when executing the certificate of insurance, that they are acting as an authorized representative on behalf of the companies providing coverage to the Contract as required by the contract document and that he/she is licensed by the State of Georgia to conduct business in the State of Georgia and that the companies providing insurance coverage to

the Offeror are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

- 5) Any companies providing insurance required by the Contract documents shall meet or exceed the minimum financial security requirements as set forth below.

For all Contracts, regardless of risk, companies providing insurance required by the Contract Documents shall have a current:

- a. Best's Rating of not less than A
 - b. Best's Financial Size Category of not less than Class X.
- 6) In the event the Offeror neglects, refuses, or fails to provide the insurance required by the Contract documents, or if such insurance is canceled for any reason, CSD shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Offeror or CSD shall have the right to terminate or non-renew the Contract.

B. Workers' Compensation and Employer's Liability Insurance

The Offeror shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each employee who is or may be engaged in work under this Contract. In addition to the below, Workers' Compensation Insurance must be in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Offeror acknowledges that City Schools of Decatur does not provide nor is legally liable for Offeror workers' injuries including death and is not required to provide Workers' Compensation to any Contractor, subcontractor or any tier. Offeror also acknowledges that he/she is responsible for its employees and to the Georgia Workers' Compensation Act.

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

The Offeror shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract applies. These are the minimum insurance coverage and limits that the Offeror shall maintain. If the Offeror maintains broader coverage or higher limits than the minimums shown above, CSD requires and shall be entitled to all coverage and for higher limits maintained by the Offeror. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CSD.

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an “occurrence” form.

D. Automobile Liability Insurance

The Offeror shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

If the Offeror does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Offeror’s personal automobile policy or the Commercial General Liability coverage required under this Contract.

E. Umbrella Liability Insurance

The Offeror shall procure and maintain Umbrella Insurance with limits of liability excess of Employer’s Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than \$1,000,000.

F. Professional Liability (Errors and Omissions) (if applicable)

The Offeror shall procure and maintain during the life of the Contract, Professional Liability Insurance (all certified / licensed professionals) coverage with limits of not less than \$1,000,000 per occurrence or claim / \$1,000,000 policy aggregate, including coverage for Errors and Omissions caused by Offeror’s negligence in the performance of its duties under this Contract. The policy shall include Independent Contractors providing professional services on behalf of the Offeror. Liability under a contract of professional services must be covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, personal injury,

regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. Offeror shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

G. Cyber Liability Insurance

With limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in the contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach in response costs, regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Property Insurance

Offeror assumes sole responsibility for loss or damage to its property and hereby releases CSD and CSD's boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Offeror, its agent, representatives, employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

I. Primary and Non-Contributory Coverage

For all claim(s), the Offeror's insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by CSD shall be non- contributory.

J. Health Insurance

The Offeror agrees that any obligation to provide health insurance to the individuals utilized by the Contractor shall be the sole and exclusive responsibility of the Offeror.

K. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) day prior written notice to CSD.
2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making CSD and CSD's boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.
3. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of CSD, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.
4. The Offeror to CSD shall file certificates of Insurance showing that such coverage is in force under this Contract to: Purchasing Dept., 125 Electric Avenue, Decatur, GA 30030. Certificates must include RFP, RFQ, or Contract number and Project name.

L. Claims-Made Policies

If Offeror's Professional (Errors and Omissions) Liability Insurance is written on a claims-made coverage form:

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to CSD for review, if/when requested.

M. Certificates of Insurance and Verification of Insurance Coverage

Offeror shall furnish CSD with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by CSD Purchasing Department before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Offeror's

obligation to provide them. CSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

N. Subcontractors

Offeror shall require and verify that all subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.

O. Non-Limitation on the Offeror's Liability

The obligations for the Offeror to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Offeror, whether or not it is covered by insurance.

P. Special Risk or Circumstances

CSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section VIII - Contract/Post-Award Requirements

1. ASSIGNMENT

By the submission of this proposal, the Offeror agrees not to assign the contract or purchase order to others unless specifically authorized in advance in writing by the CSD Purchasing Department.

2. PAYMENT

The Contractor shall invoice CSD monthly unless otherwise agreed in writing. Payment will be made in accordance with CSD payment procedures after receipt of a complete and satisfactory invoice. Invoices shall comply with the Billing and Invoice Requirements in Section VII and include the contract or purchase order number, applicable matter, billing period, professional performing the work, itemized time entries, applicable rates, authorized expenses, and total charges.

3. TERMINATION FOR DEFAULT:

a. If any legal service furnished by the Contractor fails to conform to the requirements of the contract or this solicitation, CSD may require corrective action and may terminate the contract for default, subject to the notice and cure provisions below.

Prior to a termination for default, a Contractor will be given the opportunity to give a “cure notice” and/or a “show cause notice”. In either case, the Contractor will be expected to either correct the offending situation or provide an acceptable plan and time for correction within five (5) days of receipt or refusal of either notice. Failure to do so will be cause for termination.

If corrective action is required, the Contractor shall promptly take the actions directed by CSD to bring the services into compliance with the contract requirements. shall immediately remove the property without expense to CSD and replace all rejected property with such property or services conforming to the specifications or samples.

Notwithstanding the foregoing, CSD reserves the right to terminate the contract immediately upon written notice to Contractor, without first providing an opportunity to cure, in the event of a default by Contractor constituting an immediate threat to health, safety, student data privacy, property, and/or involving illegal activity.

b. If the contract is terminated for default, CSD may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the Contractor or that may thereafter become due to the Contractor.

c. Failure by a Contractor to perform on delivery of services as specified may also result in the removal of the Contractor from doing business with CSD for a period of up to one (1) year and CSD reserves the right to determine that the Contractor is chronically not responsible.

5. TERMINATION FOR CONVENIENCE

CSD reserves the right to terminate for convenience, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Contractor with thirty (30) days written notice.

6. PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

The Contractor shall, at his own expense, obtain all necessary licenses, permits and bonds; give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. The Contractor shall maintain the licenses, permits and bonds required in a status after award and throughout the course of the contract.

The Contractor shall agree that in the performance of the contract, they shall comply with all local agreements, which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

7. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by CSD solely from appropriations received by CSD. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of CSD no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of CSD (hereinafter referred to as "Event") in accordance and as set forth in O.C.G.A. § 20-2-506(b)(2). In such Event, the Chief Financial Officer of CSD shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of CSD certification, CSD agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the services covered hereunder with services obtained from another Contractor at the same or higher annual cost to CSD.

8. PROGRESS REPORTS

When requested by CSD, the Contractor shall furnish such reports as required.

9. INDEPENDENT CONTRACTOR STATUS

Contractor agrees that it is an independent contractor and CSD is not responsible for the payment of any salaries, taxes, benefits or other costs associated with the employment of Contractor's employees under this Agreement. CSD is not responsible or liable for the hiring, termination, or discipline of Contractor's employees.

If there are allegations of misconduct involving one or more of Contractor's employees connected to any work under this Agreement, CSD reserves the right to require the Contractor to promptly remove any of Contractor's employees from CSD's premises pending the resolution of the employee misconduct. Contractor agrees to promptly comply with any such request from CSD and to cooperate in any investigation with CSD. The failure to cooperate with CSD may result in the termination of the agreement or non-renewal of any agreement with the Contractor, which will be determined by CSD's sole discretion.

10. FORCE MAJEURE

Neither CSD nor Contractor shall be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, or acts of government or government agency or officers.

OTHER

1. NON-DISCRIMINATION

The Contractor, by the submission of a proposal or the acceptance of an order or contract, does agree in providing the services covered under the proposal or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

2. CSD NON-DISCRIMINATION

CSD does not discriminate based on race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of CSD to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in CSD Purchasing requirements.

4. DRUG-FREE WORKPLACE

By submission of a proposal, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such Offeror.

5. CERTIFICATION OF NON-COLLUSION

By submitting a proposal, the Offeror certifies, "that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the Offeror.

7. SOLICITATION TERMINATION

In any event, in which this solicitation is terminated or canceled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of CSD for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of CSD provided above shall not be exclusive and are in addition to any other rights and remedies provided by Federal law, Georgia law or under the contract.

9. SPECIAL STIPULATIONS- MANDATORY

The following special stipulations are binding upon Offeror and CSD and may not be modified or amended. These special stipulations are not subject to the "Exceptions and Proposed Contract

Modifications” outlined in Section I, Paragraph 11, and these special stipulations shall supersede and govern in the event of any conflicting term or provision. Failure to accept these special stipulations may result in your proposal being declared non-responsive.

(a) **GOVERNING LAW.** This solicitation and any contract arising out of the solicitation shall be interpreted under, governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of the City School of Decatur, or in the U.S. District Court, Northern District, and Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in the City School of Decatur and to the personal jurisdiction of such courts and waives any objections Offeror may now or hereafter have based on venue.

(b) **PROHIBITIVE AGREEMENTS.** To the extent required by applicable law, any provision contained in any Offeror document that violates the prohibition against a pledge of credit by CSD or requires CSD to expend funds for purposes other than educational purposes, or constitutes a waiver of CSD' sovereign immunity, or constitutes an illegal gratuity, or requires CSD' indemnification of Offeror is null and void.

(c) **CONFIDENTIALITY, PRIVACY, AND SECURITY.** The Offeror's employees, agents and subcontractors may have access to or become aware of CSD's confidential information including without limitation CSD's strategic plans, employee data, student data, and other such information of CSD (collectively referred to as "CSD Data"). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is confidential information unless otherwise expressly designated by CSD. Should Offeror receive CSD Data as part of its services, Offeror must preserve and protect the confidentiality of CSD Data and prevent unauthorized disclosure and use of CSD Data, as required by this Agreement and state and federal law. Offeror will only use CSD Data for the purposes of the services contemplated in this proposal. CSD Data shall not

Constitute that information that is already public, has been completely and thoroughly anonymized or identified, or anonymous usage data regarding a student's use of Offeror's products or services. These terms and conditions apply to any Offeror that receives, uses, maintains, accesses, or stores CSD Data.

i) **Industry Standards.** Offeror shall meet all applicable industry standards concerning data privacy, data protection, confidentiality, and data security. Offeror agrees to maintain security

protocols that meet industry best practices in the transfer or transmission of any CSD Data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Offeror shall maintain all data obtained or generated pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit CSD Data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of this Agreement. The foregoing does not limit the ability of the Company to allow any necessary service providers to view or access CSD Data as set forth in this Agreement.

ii) **Legal Compliance.** Offeror represents and warrants that it will comply and assist CSD in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student educational records, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h, the Children's Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501, and the Georgia Student Data Privacy, Accessibility, and Transparency Act (O.C.G.A. §§ 20-2-660 et seq.) (“SDA”).

iii) **Offeror as School Official.** To the extent Offeror has a legitimate educational interest in student educational records and information and must access, maintain, or use such records and information in order to provide services to or on behalf of CSD and its employees, agents, teachers, and students, CSD designates Offeror a “school official” within the meaning of FERPA. Offeror will be under the direct control of CSD with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Offeror may use personally identifiable information and education records only for the purpose of performing its obligations under this Agreement and as authorized by the state and federal laws referred to in ii) Legal Compliance cited above.

iv) **Offeror as Operator.** Offeror shall comply with the SDA to the extent Offeror is an “operator” as defined by the SDA. Specifically, Offeror shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Offeror has acquired because of a student’s use of Offeror’s website, service, or application; (2) use information created or gathered by Offeror’s website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666.

v) **Security or Data Breach.** Offeror shall give prompt written notice to CSD within ten (10) days of any security breach that may or does affect CSD Data or of any unauthorized use or disclosure of CSD Data. Offeror shall assist CSD in remedying each unauthorized use or disclosure at Offeror's expense. Such notice shall include, at a minimum, the following information: 1) A list of the types of CSD Data that were or are reasonably believed to have been the subject of a breach; 2) the date or estimated date of the breach, if known; 3) whether law enforcement has been engaged; 4) a description of the breach incident; and 5) provide validation on the current state or containment of the data breach.

vi) **Data Ownership.** All CSD Data as well as other documents, data, and information provided to the Offeror by CSD is and will remain the property of CSD to the extent that it was the property of CSD at the time it was provided to the Offeror.

vii) **Disclosure of CSD Data and Confidential Information.** Offeror shall not disclose CSD Data unless the disclosure is necessary for Offeror to provide the products and/or services under this Agreement and the disclosure is made to Offeror's contractor, subcontractor, processor, or sub processor that Offeror holds to the same or substantially similar requirements for data privacy, use, and security as contained in this Agreement.

viii) **Data Destruction or Return.** All CSD Data shall be returned to CSD by the Offeror, without charge, within ten (10) business days of the completion of the services under this proposal in a usable format unless CSD requests otherwise or it is prohibited by law, regulation, or professional standards. Offeror shall destroy, dispose of, and/or delete all CSD Data, including, but not limited to, student education records and personally identifiable information transmitted to Offeror under this Agreement within forty-five (45) days after the termination of this Agreement or after it ceases to provide services to CSD. Offeror shall destroy CSD Data in accordance with acceptable industry standards for secure and comprehensive destruction of sensitive data. If requested by CSD, an officer of the Offeror will certify in writing that all CSD Data and all copies thereof have been delivered to CSD or destroyed.

ix) **Review of Third Party Audits and Reports.** Upon request by CSD, Offeror shall provide a copy of its most recent Statement on Standards for Attestation Engagements ("SSAE") No. 18 audit, SOC2 audit report, or equivalent audit of any data center security controls in which CSD Data is stored.

x) **Encryption.** All CSD Data stored by Offeror shall be protected with a data-at-rest encryption product utilizing a validated FIPS 140-2 Cryptographic Module with AES 256 standard or higher, or whatever the industry standards for encryption are at that time, if better.

All CSD Data transmitted by Offeror and/or its contractors, subcontractors, processors, and sub processors will be protected with a TLS 1.2 or higher transmission encryption that complies, as appropriate, with NIST Special Publications 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others that are Federal Information Processing Standards (FIPS) 140-2 validated.

xi) **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect CSD Data from unauthorized access. The service security measures shall include server authentication and data encryption. Offeror shall host CSD Data in an environment using a firewall that is periodically updated according to industry standards.

xii) **Patch Requirements.** Offeror must have a documented patch management and distribution process that ensures security patches are applied to all systems (to include servers, laptops, workstations) that process and/or store CSD Data.

xiii) **Audit Trail.** All systems that process or store CSD Data must maintain an electronic audit trail that documents system security events. Offeror must ensure that users receive regular security awareness training.

xiv) **Disaster Recovery Process.** Offeror must maintain a disaster recovery process.

xv) **Contractor Compliance.** Offeror shall periodically conduct or review compliance monitoring and assessments of Offeror’s contractors, subcontractors, processors, and/or sub processors to determine their compliance with the privacy, use, and security requirements of this Agreement. Offeror shall implement, test, and continually monitor the administrative, physical, and technical controls necessary to protect CSD Data. CSD may require Offeror to complete periodic security assessments to ensure compliance with CSD data security requirements.

xvi) **Audit.** CSD may audit the records and systems of Offeror to ensure compliance with the data security and privacy terms. CSD will notify Offeror in writing at least ten business days prior to any such audit. If an audit reveals that Offeror is using CSD Data beyond the scope of the Agreement, then, in addition to any other remedies available to CSD, Offeror shall reimburse CSD for the cost of such audit.

xvii) **Unilateral Modifications.** CSD cannot agree to any terms and conditions that are either unknown at the time of signing the contract; or can be unilaterally modified by Offeror. To the extent that any of the Offeror documents permit unilateral modifications, such provisions are invalid. If Offeror has separate terms and conditions in the form of a privacy policy, master

services agreement, SAAS agreement, or otherwise, those terms and conditions must be included in the Offeror's proposal. In the case of any inconsistency between the terms and conditions of the RFP documents or Offeror's documents, the RFP documents control.

(d) **Open Records Act.** Offeror acknowledges and agrees that CSD is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide CSD with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the CSD with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a) (34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

(e) **Hold Harmless Agreement.** The Offeror shall Hold Harmless and indemnify CSD, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees ("CSD Indemnitees") from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror's or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror's action(s) or inaction(s), or which are the result of any subcontractor's action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to services under this proposal or the contract (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror's Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision

in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a CSD Indemnitees, then Offeror's Obligations shall be reduced by the proportional fault of the CSD Indemnitees.

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

The contract type contemplated for this solicitation is a Requirements Contract.

2. CONTRACT PERIOD

The initial term of the Agreement and any renewal terms are collectively referred to as the "Term." The initial term of this Agreement shall be for one (1) year, and may be automatically renewed for up to six (6) additional one (1) year terms upon the same terms and conditions. The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of CCPS on June 30th of the year in which it was executed and on June 30th of each succeeding and renewed year, as required by O.C.G.A. § 20-2-506 (b), as amended, unless terminated earlier in accordance with the termination provisions of this agreement. This agreement shall not be deemed to create a debt of CCPS for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

3. CATEGORY OF AWARD

Award may be made by service category. CSD reserves the right to award Board of Education Legal Counsel and District/Administrative Legal Counsel to different firms, to award both categories to one firm when legally and ethically appropriate, to make multiple awards, or to make no award when determined to be in the best interests of CSD.

4. REQUIREMENTS CONTRACT CLAUSE

This is a requirements request for proposal for Legal Services. There are no guarantees as to the quantity of services CSD will require over the contract period stated, and therefore, no liability for non-purchase. More or less of the estimated quantity may be required.

5. RECEIPT OF ADDENDUM

If Contractors do not acknowledge receipt of all addenda, the bid or proposal may be determined to be non-responsive by the CSD Purchasing Department.

6. OWNER'S REPRESENTATIVE

Supervision and monitoring of contract performance will be performed by the CSD representative designated in the applicable contract award or engagement letter.

7. SUBMITTALS

Offerors are responsible for submitting offers to reach the CSD Purchasing Department office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the Offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Telephone or fax bids will not be accepted. CSD shall not be responsible for the premature opening of a proposal not properly addressed and identified, and/or delivered to the incorrect destination.

8. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, et seq. as amended and Georgia Department of Labor Rule 300-10-1, et seq. is a condition for the contract bid and any contract award. Contractor is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix C) with Contractor's proposal.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix C) with your proposal shall result in your proposal being declared non-responsive. If a Contractor claims one or more of the documents is inapplicable then the Contractor shall mark the form "Not Applicable" and submit it with their proposal. CSD reserves the right to request additional information from the Contractor to substantiate information provided to CSD. The failure to respond to such a request may result in the Contractor being determined to be non-responsive.

Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required

affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

9. INSPECTION

The Offeror awarded the contract shall be subject to continuous inspection by CSD to ensure compliance with all specifications and regulations of the City Schools of Decatur Board of Education.

If any inspection reveals that Offeror is not in compliance with any specification or regulation of the City Schools of Decatur Board of Education or this agreement, then Offeror must correct such deficiency as soon as practicable, but in no instance longer than thirty (30) days after receiving notice of the deficiency from CSD.

10. COMMUNICATION WITH CSD STAFF

From the issue date of this solicitation until completion of the entire solicitation process and announcement of award notification, all Contractor communication must be authorized by and directed to the Purchasing Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company's response.

Prohibited Contacts: All Proponents and representatives of Proponents are strictly prohibited from contacting CCPS Officials, Elected Officials or any third party representatives of CCPS on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made in writing to lbroomer@csdecatur.net.

11. PIGGYBACK CLAUSE

This solicitation allows for other State and Local Governments to buy off the awarded contract at the same prices quoted during the effective term, pending agreement between Offeror and the third-party entity.

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 along with context as to the matter and how it was resolved.

APPENDIX A – COVER SHEET BEFORE PROPOSED CATEGORIES

The detailed scope in Section II is incorporated into this Appendix by reference. Offerors should indicate the service categories they propose to provide and should include this completed form for that category before each response/narrative.

Service Category	Proposing? (Yes/No)	Lead Attorney / Team
General Services / School Law		
Special Education and Student Services		
Labor and Employment Matters		
Policy and Legislation		
Student Rights and Civil Rights		
Business, Contracts, and Procurement		
Real Estate and Property		
Litigation and Hearings		
Other Administrative Legal Services		
Risk Management & Claims		
Facilities, Maintenance, Construction & Capital Projects		
Pupil Transportation Services		
School Health Services		
School Nutrition		
Athletics and Extracurricular Activities		
Board Services (Board Attorney)		

APPENDIX B - PRICING PROPOSAL TEMPLATE

Offerors may expand this schedule as needed. All proposed charges must be disclosed. Rates shall remain firm for the initial contract term; any proposed renewal-period adjustment must be stated or requested in writing and is subject to CSD approval. A separate pricing template is required for each of the two proposed categories (**Board services and District operational legal services**).

Role / Service	Attorney / Staff Name	Hourly Rate	Other / Flat Fee
Lead / Relationship Attorney			
Partner / Senior Attorney			
Associate Attorney			
Paralegal / Legal Assistant			
Board Meeting Attendance			
Training / Presentation			
Other			

Billing increment: _____ Retainer, if any: _____

Travel time / mileage policy:

Reimbursable expenses / markups:

Other fees or pricing terms:

Proposed renewal-period rate adjustment, if any:

Administrative / technology / legal research charges:

APPENDIX C

GEORGIA IMMIGRATION AND SECURITY FORMS

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor 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 on behalf of GEORGIA DEPARTMENT OF HUMAN SERVICES 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor 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 Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 201__ 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 _____, 201.

NOTARY PUBLIC

My Commission Expires: _____

SECURITY AND IMMIGRATION COMPLIANCE ANNEX
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

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 **GEORGIA DEPARTMENT OF HUMAN SERVICES** 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 _____, 201____ 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 _____, 201____.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D- SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) The undersigned individual, firm or corporation (“Subcontractor”) is engaged in the physical performance of services under a contract with _____ (*name of contractor*), which has a contract with the City Schools of Decatur Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13- 10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the City Schools of Decatur Board of Education, unless said sub-subcontractor:

- (a) is registered with and participates in the federal work authorization program;
- (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
- (c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:_____

APPENDIX E: OFFEROR'S EXCEPTIONS

The terms and conditions contained in the solicitation comprise the contract proposed by CSD. CSD does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror, which materially differ from the RFP terms and are likely to, in the opinion of CSD, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in CSD's ability to award a contract and may result in an Offeror's proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must take an exception the Offeror shall provide the requested information for each exception or suggested deviation in the table below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at CSD's discretion.

No.	Section, Paragraph, Title Clause No.	Exception Taken and Reason	Proposed Resolution of Exception	Price/ Schedule Impact
1.				
2.				
3.				

OFFEROR: (Name of Offeror) _____ CSD RFP No. _____

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.

APPENDIX F: OFFEROR'S MODIFICATIONS

The terms and conditions contained in the solicitation comprise the contract proposed by CSD. CSD does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror, which materially differ from the RFP terms and are likely to, in the opinion of CSD, require substantial legal negotiations to resolve. In addition, failure to accept the terms and conditions may result in significant unacceptable delays in CSD's ability to award a contract and may result in an Offeror's proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must propose modifications to any of the contractual terms contained in the solicitation the Offeror shall provide the requested information for each proposed modification in the table below. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using the format below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at CSD's discretion.

No.	Section, Paragraph, Title Clause No.	Modification Proposed and Reason	Proposed Contract Provision to be Substituted	Price/ Schedule Impact
1.				
2.				
3.				

OFFEROR: (Name of Offeror) _____ CSD RFP No. _____

By: _____ (Signature) Date: _____

_____ (Printed name)

_____ (Title)

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT

APPENDIX G – Acknowledgment of Addendum Form

The offeror has examined and carefully studied the Proposal Requirements and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____
Addendum No. _____	Dated _____	Acknowledgement (Initial) _____

Offerors must acknowledge any issued addenda. Submittals that fail to acknowledge the Offeror's receipt of any addendum would result in the rejection of the submittal if the addendum contained information that substantively changes the Owner's requirements.

Appendix H – Reference Survey Form

There should be no fewer than three and no more than six Reference Survey Forms completed that demonstrate the vendor's and any partner vendors' capabilities to perform this CSD project. For at least three references for which the offeror has provided services similar to those included in the Scope of Services, include the individual point of contact information so that CSD can validate these references through individual contact.

Organization Name: _____

Organization Location (City and State): _____

Organization Type (K-12, Other Public, or Private): _____

Service Areas Represented (attach additional sheets if necessary):

Date: _____

Name, title, and contact information for an authorized contact:

Name: _____ Title: _____

Phone: _____ Email: _____

Please rate the Offeror 's performance

Rating Scale: 1 – Strongly Disagree | 2 – Disagree | 3 – Neutral | 4 – Agree | 5 – Strongly Agree

	Reference Evaluation Statement	Rating
1	The firm demonstrates strong legal expertise and provides clear, practical, and reliable legal advice.	1 2 3 4 5
2	The firm is responsive, accessible, and provides timely assistance, including when urgent or sensitive matters arise.	1 2 3 4 5
3	The attorneys assigned to the organization are appropriately qualified, professional, and provide consistent, high-quality service.	1 2 3 4 5
4	The firm manages legal costs effectively, provides clear and accurate billing, and delivers good value for the services provided.	1 2 3 4 5
5	Based on our overall experience, we would select this firm again to provide comparable legal services.	1 2 3 4 5

Optional Comments

Please identify any particular strengths, concerns, or other information that would be helpful to City Schools of Decatur in evaluating this firm for legal services.

Comments:

Completed by: Name (Printed) _____ Signature: _____

Date: _____

Appendix I – Debarment and Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Vendors/Contractors receiving individual awards using federal funds and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>. This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within three years preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with the commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
4. Have not within three years preceding this contract had one or more public transactions terminated for cause or default?

Where the Vendor/Contractor cannot certify any of the statements in this certification, the Vendor/Contractor shall attach an explanation to this certification form. Legal Vendor/Contractor Name: Signature of Authorized Representative:

Legal Vendor/Contractor Name:

Signature of Authorized Representative:

Date:

Printed Name and Title of Authorized Representative: