



**CONTRACT FOR SERVICES
BID 19-18 ELEVATOR/WHEELCHAIR LIFT INSPECTION, TESTING, AND GENERAL REPAIR SERVICES
(ANNUAL CONTRACT)**

On this ___ day of _____, 2018, the Board of Public Education for the City of Savannah and the County of Chatham, the body corporate responsible for public education in the City of Savannah and the County of Chatham commonly known as the Savannah Chatham County Public School System (hereinafter referred to as the “District”) and **[Insert Name of Contractor], [Insert Entity Type and Jurisdiction of Organization]** (“Contractor”) for the services described in Section 2 of this Agreement.

1. General Nature of Project: Bid 19-18- Elevator/Wheelchair Lift Inspection, Testing, and General Repair Services (Annual Contract).

2. Scope of Services: The Contractor shall provide the following goods and/or services to the District:

The goods and/or services to be provided by Contractor are described in more detail in Attachment “A” to this Agreement: **Scope of Services.**

3. Schedule for Performance: Contractor will begin providing the goods and/or services to be provided under this Agreement by **[Insert Date]**.

The agreed upon schedule for Contractor’s performance under this Agreement is described in more detail in Attachment “A” to this Agreement: **Scope of Services**

4. Duration (“Term”) of this Agreement: This Agreement shall remain in effect for one year from the date it is signed on behalf of the District by a person acting with proper authorization from District’s governing body, the elected School Board, unless sooner terminated as provided herein or extended by mutual agreement in writing. The District reserves the right to extend the contract for two (2) additional one (1) year periods by mutual agreement, to the extent allowed by Georgia law and subject to any requirements required by Georgia law.

The District will neither honor nor consider any price increases, fuel surcharges or add-on cost during the original Term of this Agreement or any subsequent extensions by mutual agreement.

5. Transition Period.

Due to the nature of our purchasing process, a transition period is often required during the evaluation period, final contract negotiations or contract award and execution. The Contractor shall agree to maintain the same terms and conditions as this Agreement for a period not to exceed ninety (90) days after the automatic termination of this Agreement at the end of its term, if necessary, as a transition period. In addition, if the Contractor is not the successful bidder for a future solicitation for the same or similar services, he or she shall agree to provide the same goods and/or services provided in this Agreement for a period not to exceed ninety (90) day to allow for an orderly transition.

5. Compensation to Contractor: The District shall pay compensation to the Contractor for the goods and/or services to be provided under this Agreement as follows:

The terms related to the price of the goods and/or services to be provided under this Agreement and the terms of payment to the Contractor are described in more detail in Attachment "B" to this Agreement: **Payment Terms.**

6. Invoice Procedure: The Contractor shall submit monthly invoices to the District requesting payment for goods and/or services provided during each calendar month. Invoices should be submitted to both Accounts Payable Department and the Director of Maintenance and Operations.

All ORIGINAL INVOICES should be mailed to:
Savannah-Chatham Co. Board of Public Education
ATTN: ACCOUNTS PAYABLE
208 Bull Street, Room 119
Savannah, GA 31401

Please forward a COPY of all invoices to:
Savannah-Chatham County Board of Education
Attention: Mr. Randy West, Director
Maintenance & Operations
208 Bull Street Room 308
Savannah, Georgia 31401

Invoices should be submitted with the following information and/or documentation:

1. Purchase Order Number
2. Project Name – Elevator/Wheelchair Lift Inspection, Preventative Maintenance and Repair Services (Annual Contract)
3. Site Description
4. Description of Work
5. Bid Number (Bid 19-18)

Contractor's provision of this information and/or documentation is a condition to payment by the District to Contractor. If this information and/or documentation is not provided, then the District may demand that the required documentation be provided and may withhold payment until the requested documentation is provided. If Contractor cannot provide the requested documentation for any invoice or portion of an invoice to the District's satisfaction within thirty (30) days of the District's request for documentation, then Contractor will not be entitled to any payment for the undocumented invoice or the undocumented portion of that invoice.

Upon determining that an invoice is properly payable to Contractor, the District shall pay Contractor by check, electronic funds transfer, or credit card within forty (40) days. To the extent Contractor owes the District money in connection with this Agreement or another contract, then the District may also pay invoices submitted by Contractor pursuant to this Agreement by offset or recoupment. If the District pays all or part of an invoice by offset or recoupment, it will provide Contractor with a statement showing how it credited amounts owed by Contractor to the District against that invoice and will provide Contractor with a statement showing Contractor's remaining debt, if any, to the District within thirty (30) days of applying the credit.

7. Reimbursable Expenses: Reimbursable expenses incurred by the Contractor and Contractor's employees and Subcontractors in the interest of the Project will be invoiced at cost. Reimbursable expenses must comply with all Georgia Department of Education regulations in force during the Term of this Agreement.

8. Taxes. Contractor will timely pay all taxes lawfully imposed upon Contractor with respect to this Agreement. Contractor makes no representation whatsoever regarding any tax liability of Contractor, nor regarding any exemption from tax liability related to this Agreement.

9. Delays and Extension of Time. If the Contractor is delayed at any time in the progress of providing commodities/services by an act of or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fire, acts of God; unusual but well documented and excusable delays in performance, or other causes beyond the Contractor's control, or by delay authorized by the District, then the contract term of service may be extended by a contract amendment for such reasonable time as the District and the Contractor may agree.

10. Liquidated Damages. In addition to the Contractor bearing the actual cost of correcting any non-compliant work or any other actual damages resulting from Contractor's breach of this Agreement, the Contractor agrees to pay the Contractor delay damages in the amount of \$100.00 per day for every day that the goods and/or services to be provided pursuant to this Agreement have not been timely delivered to the District in compliance with the Scope of Services set forth above, unless the delay has been properly excused by the terms of this Agreement. The parties agree that the District's actual damages for delay are difficult to estimate and that this \$100.00 per day is a reasonable pre-estimate of the District's actual damages for each day of delay and the is \$100.00 per day sum is intended by the parties to be in the nature of liquidated damages, not a penalty.

11. Supervision of Contractor Personnel. The Contractor must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the Agreement.

12. Contractor Personnel. Contractor's staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they are on District property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.

B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.

C. The use of tobacco or tobacco products on Board property is prohibited by State law.

D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.

E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.

F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.

G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.

H. By submission of a bid, the Contractor 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 Contractor 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 bidder

Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor's agreement with the Contractor for the District's contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, then the District may terminate this Agreement for cause as set forth below.

13 Occupational Safety and Health Acts. Contractor(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act. Any Contractor who fails to do so may be terminated for cause as set forth below.

14. Audits by The District and Correction of Accounts: During the term of this Agreement and for a period of six (6) years following the termination of this Agreement, the District may begin an audit of Contractor's provision of goods and/or services under this Agreement. Contractor agrees to retain and make available for inspection all of its records pertaining to its performance of this Agreement, including billing records and any banking records that may reflect proceeds from any transactions with the District, during the term of this Agreement and for at least six (6) years following the termination of this Agreement. If Contractor receives notice that The District is auditing its performance under this Agreement or litigation results from this Agreement, then Contractor agrees to retain and make available for inspection all of its records pertaining to its performance of this Agreement, including billing records and any banking records that may reflect proceeds from any transactions with the District, for an additional three (3) years following the conclusion of the audit or the entry of a final judgment in any such litigation and the final resolution of any possible appeals of a final judgment in any such litigation.

If The District determines as result of its audit, that Contractor has failed to satisfy the invoicing or documentation requirements of this Agreement, has improperly billed the District for goods and/or services that were not actually provided, or has overcharged the District for goods and/or services that were actually provided by Contractor, then Contractor shall repay the District, without interest, for any improper payments or overpayments made by the District to Contractor within thirty (30) days of a written demand by the District. If Contractor fails to repay the District for any improper payments or overpayments within thirty (30) days of the District's written demand, then Contractor will owe the District interest accrued daily at the rate of 7.0% per annum from the date of the District's written demand until the improper payment and/or overpayment is repaid in full by Contractor. Conversely, if an audit initiated by the District reveals that the District owes additional compensation to Contractor pursuant to the terms of this Agreement, then the District will pay the additional compensation to Contractor, without interest, within thirty (30) days of the completion of its audit. If the District fails to pay Contractor for any additional compensation owed under this Agreement within thirty (30) days after completion of its audit, then the District will pay Contractor interest on the additional compensation accrued daily at the rate of 7.0% per annum from the date of the completion of the District's audit.

15. Proprietary Information: It is understood and acknowledged that the District may provide to Contractor information which is proprietary, confidential, and/or trade secret including, but not limited to proprietary, confidential, and/or trade secret information of District students, teachers, staff, or other vendors doing business with the District. Contractor agrees to maintain the confidentiality of such information propriety, confidential, and trade secret information during the term of this Agreement and following the termination of this Agreement for so long as such information remains proprietary, confidential, and/or trade secret to the extent that it does not violate

the Georgia Open Records Act or any other federal, state, or local laws. All materials containing such proprietary, confidential, and trade secret information shall be returned to The District at the Termination of this Agreement. The Contractor further agrees to handle any student information in compliance with the Federal Education Rights and Privacy Act, commonly known as "FERPA," codified at 20 U.S.C. § 1232g.

16. Insurance: The Contractor shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide the District a certificate(s) of insurance evidencing the same, showing that the District and all of its elected school board members, administrators, officers, employees, agents, attorneys, heirs, successors, and assigns, are listed as additional named insureds on all insurance policies except for Contractor's workers' compensation and professional liability policies: The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

A. Commercial General Liability Insurance, including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

B. Commercial Automobile Liability Insurance, including owned, non-owned, leased and hired motor vehicle coverage with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, \$2,000,000 aggregate.

C. Worker's Compensation Insurance Statutory limits in accordance with O.C.G.A.34-9-120 et. seq

D. Professional Liability Insurance with a limit of not less than \$1,000,000 per claim, \$2,000,000 aggregate.

17. Indemnification: The Contractor, as well as its successors and assigns, shall indemnify, hold harmless, insure, and defend, the District and all of its elected school board members, administrators, officers, employees, agents, attorneys, successors, heirs, and assigns, (collectively the "Indemnitees") from and against any liability or claims for any damages, losses, or expenses for personal injury (including death) or property damage, including attorney's fees and expenses of litigation, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. It is not the intent of this provision to require Contractor to indemnify, hold harmless, insure, and defend Indemnitees from and against any liability or claims damages, losses, or expenses for personal injury (including death) or property damage, including attorney's fees and expenses of litigation, caused solely by or resulting solely from the negligence, recklessness, or intentionally wrongful conduct of the Indemnitees. Nor do the parties intend this indemnification provision to require the Contractor to indemnify the District for claims for attorney's fees and expenses of litigation asserted by the District against the Contractor for the Contractor's alleged breach or default under the terms of this Contract, unless the Contractor is determined by a court of competent jurisdiction to be liable to the District and the District's recovery of attorney's fees and litigation expenses is otherwise permitted by applicable law.

Suits or Claims for Infringement. The Contractor shall indemnify and hold the Owner harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

18. Warranty.

A standard manufacturer warranty shall apply to all equipment, parts, and supplies provided under this Agreement. The Contractor will guarantee that all labor, products provided are free of material defects and/or workmanship for a minimum period of twelve (12) months from the date of acceptance. Any extended warranties offered after the standard manufacturer's warranty shall be stated in bid submittal and any cost associated therewith shall be clearly stated in the bid documents.

If, during the warranty and/or extended warranty period, such faults develop, the Contractor agrees to immediately replace the unit or the part affected without any additional cost to the District. All equipment provided will be "new". Factory seconds, discontinued, re-manufactured, re-built, used and or surplus equipment will not be accepted. The contractor must provide a copy of the manufacturer warranty to the District upon delivery, installation, and acceptance of the commodity or service.

19. Breach of Contract and Cure: If either party breaches any of the covenants, promises, agreements, representations, and warranties provided by this Agreement, then the non-breaching party shall provide written notice of the breach to the address provided below for written notices under this Agreement by hand-delivery, U.S. Mail, commercial delivery service, such as Fed Ex or UPS, or fax, identifying the nature of the breach and providing the breaching party with ten (10) days from the delivery of the written notice to cure the breach. If the breaching party fails to cure the breach within ten (10) days of the delivery of the written notice of the breach, then the non-breaching party may terminate this contract for cause as set forth below and pursue any and all remedies for the breach available at law.

If the District notifies Contractor that it is in breach of this Agreement, then the District may withhold all future payments to Contractor until any dispute regarding the breach of contract is resolved by the mutual, written agreement of the parties or by the entry of a final judgment by a court of law of competent subject matter jurisdiction and the resolution of any possible appeals from any such judgment. If the District withholds any payments to Contractor pursuant to this paragraph, then the District shall not be required to pay Contractor any amounts ultimately determined to be owed by the District to Contractor under this Agreement until any breach of contract dispute is resolved by the mutual, written agreement of the parties or by the entry of a final judgment by a court of law of competent subject matter jurisdiction and the resolution of any possible appeals from such judgment. Contractor further agrees that it may not charge interest on any payments withheld by the District pursuant to this paragraph until the breach of contract is resolved by the mutual, written agreement of the parties or by the entry of a final judgment by a court of law of competent subject matter jurisdiction and the resolution of any possible appeals from such judgment.

20. Automatic Termination Upon the Conclusion of the Term of this Agreement: Unless extended by the mutual written consent of the parties, this Agreement will terminate automatically upon the expiration of the Agreement at the end of the Agreement's Term as set forth in Section 4 above. Following the termination of this Agreement under this Section, the Parties' duties to one another shall cease except for those obligations that shall survive the termination of this Agreement, including, but not limited to, the District's payment obligations and the Contractor's duties to insure and/or indemnify the District and to cooperate with any audit. Automatic termination of this Agreement pursuant to this Section shall not limit either of the parties' remedies for any breach of this Agreement.

21. Termination for Convenience by The District: The District may terminate this Agreement for convenience, for any reason or no reason at all, on fourteen (14) days advance written notice to Contractor. This advance written notice shall be deemed to have been given on the date the notice is sent by the District to the address for written notices provided below by hand delivery, U.S. Mail, commercial delivery service, such as Fed Ex or UPS, or fax. If this Agreement is so terminated, then the District shall only pay Contractor for goods and/or services provided by Contractor and accepted by the District up to, through, and including the date of termination. Following the termination of this Agreement under this Section, the parties' duties to one another shall cease except for those obligations that shall survive the termination of this Agreement, including, but not limited to, the District's payment obligations and the Contractor's duties to insure and/or indemnify the District and to cooperate

with any audit. Termination of this Agreement pursuant to this Section shall not limit either of the parties' remedies for any breach of this Agreement.

22. Fiscal Funding. Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by the District solely from appropriations received by District. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of the District to no longer exist or to be insufficient with respect to the charges payable hereunder, this Agreement shall immediately terminate without further obligation to the District upon notice that such appropriations no longer exist are insufficient.

If this Agreement is so terminated, then the District shall only pay Contractor for goods and/or services provided by Contractor and accepted by the District up to, through, and including the date of termination. Following the termination of this Agreement under this Section, the parties' duties to one another shall cease except for those obligations that shall survive the termination of this Agreement, including, but not limited to, the District's payment obligations and the Contractor's duties to insure and/or indemnify the District and to cooperate with any audit. Termination of this Agreement pursuant to this Section shall not limit either of the parties' remedies for any breach of this Agreement.

23. Termination for Cause by The District: The District may immediately terminate this Agreement for cause for any of the following reasons:

A. Contractor has breached the terms of this Agreement and has failed to cure the default within ten (10) days of the delivery of the written notice of default as provided in this Agreement;

B. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, have engaged in or expressed an intent to engage in conduct that the District considers to pose an undue risk of causing personal injury to any person or property damage to any property;

C. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, is charged with a federal, state, or local crime (even if the allegations are ultimately proven to be untrue) or is convicted of a federal, state, or local crime, other than a misdemeanor traffic violation;

D. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, is alleged to have committed professional malpractice or violated any professional code of conduct applicable to Contractor (even if the allegations are ultimately proven to be untrue) or has been determined by a court of law, professional association, or government agency, to have committed professional malpractice or violated a professional code of conduct applicable to Contractor; or

E. Contractor, or any of its directors, officers, employees, agents, subcontractors, or any other persons employed or utilized by the Contractor in the performance of this Agreement, is alleged to have engaged in the sexual harassment or sexual abuse of any person or alleged to have violated any federal, state, or local employment laws (even if such allegations are ultimately proven to be untrue) or is determined by a court of law or government agency to have actually engaged in sexual harassment or sexual abuse or to have actually violated a federal, state, or local employment law. For the purposes of this Agreement, sexual harassment shall be defined as: "Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially when 1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; 2) submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or 3) such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment."

Termination for cause shall be effective immediately on the date The District sends a written notice of termination for cause to Contractor by hand delivery, U.S. Mail, commercial delivery service, such as Fed Ex or UPS, fax, or email to Contractor to the address for written notices provided below.

If this Agreement is terminated for cause pursuant to this Section, then the District shall pay Contractor for goods and/or services provided by Contractor and accepted by the District up to, through, and including the date of termination, unless the District indicates to withhold payment to the Contractor because the District contend that the Contractor owes the District money under this Agreement or for any other reason.

Following the termination of this Agreement under this Section, the parties' duties to one another shall cease except for those obligations that shall survive the termination of this Agreement, including, but not limited to, the District's payment obligations and the Contractor's duties to indemnify the District and to cooperate with any audit. Termination of this Agreement pursuant to this Section shall not limit either of the parties' remedies for any breach of this Agreement.

24. Effect of Later Determination. In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to Section 21.0 above and without any other damages or relief.

25. Transfer of Project Records Following Termination: Following the termination of this Agreement for any reason, Contractor, without additional compensation, will provide any and all records relating to the goods and/or services provided by Contractor pursuant to this Agreement to the District and any other vendors that The District may engage to provide the same or similar goods and/or services in the future. Without additional compensation, Contractor shall in good faith cooperate with the District and any other vendors that The District may engage to ensure a smooth transition from Contractor to another vendor and to minimize any disruption in the provision of goods and/or services provided by Contractor to The District.

26. Survival of Obligations after Termination: Upon the termination of this Agreement for any reason, the Parties' duties to one another under this Agreement will cease except to the extent that this Agreement, Georgia law, or Federal law expressly provides that one party has an obligation to the other that shall continue beyond the termination of this Agreement. The Parties agree that the following obligations shall survive the termination of this Agreement: Any express or implied warranties provided by Contractor with respect to the goods and/or services provided under this Agreement; Contractor's duties to keep proprietary, confidential, and trade-secret information proprietary, confidential, and trade-secret; Contractor's duties to retain records related to its performance of this Agreement; Contractor's duties to assist the District in answering any open records acts requests; Contractor's duties to provide and/or make available its records related to its performance of this Agreement to the District or any other party that The District directs Contractor to provide records to, including, but not limited to, the District's auditors; Contractor's duties to help transition the provision of the goods and/or services provided by Contractor to another vendor hired by the District to provide the same or similar goods and/or services; Contractor's duties to provide supporting documentation to invoices; Contractor's duties to repay the District for any improper charges or overcharges discovered by the District and/or its auditors; Contractor's duties to maintain the types of insurance provided by this Agreement and maintain the District and all of its boards, departments, and political subdivisions as well as all of their respective Commissioners, directors, officers, employees, agents, and attorneys, heirs, successors, and assigns, as additional named insureds on such policies; Contractor's duties to indemnify the District and the other Indemnitees identified in this Agreement; Contractor's duties to cure any breach of this Agreement and to remedy any breach of this Agreement; the District's duties to pay Contractor for goods and/or services actually provided by Contractor and properly documented and invoiced as required by this Agreement up to, through, and including the date of termination; and, the District's duty to cure any breach of its duties to Contractor under this Agreement and to remedy any breach of this Agreement.

27. Assignability: The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of The District.

28. Entirety of the Agreement: The terms and conditions of this Agreement and any of the attachments expressly incorporated by reference in this Agreement embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto. Contractor acknowledges, that pursuant to the doctrine of sovereign immunity, any purported oral modification to this Agreement is unenforceable.

Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and that, accordingly, this Agreement will not be construed more stringently against one party than against the other. Contractor acknowledges, that pursuant to the doctrine of sovereign immunity, purported oral modifications are unenforceable against the District.

29. Waiver: Any failure by the District to require strict compliance with any provision of this contract shall not be constructed as a waiver of such provision, and The District may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

30. Governing Law: This Agreement shall be deemed to be governed by and construed in accordance with the laws of the State of Georgia, with the exception of any of Georgia's choice-of-law rules that might result in the application of the law of another forum.

31. Compliance with Laws. Contractor agrees to comply with all applicable State and Federal laws and regulations, including, but not limited to, all state laws and regulations governing contracts with public school districts. In this regard, Contractor certifies its compliance with Federal and State immigration laws. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will execute any affidavits required by O.C.G.A. §13-10-91 and/or O.C.G.A. § 50-36-1. Contractor further warrants that it will not enter into any contract with a subcontractor or subcontractor that does not participate in a federal work authorization program. Contractor will require all subcontractors or subcontractors to provide Contractor with O.C.G.A. § 13-10-91 affidavits similar to the ones provided by Contractor to Owner as required by O.C.G.A. § 13-10-91 (b) (3) & (4).

32. Jurisdiction and Venue: The parties agree that any lawsuit filed by either party to this Agreement related to or arising out of this Agreement or Contractor's performance of work under this Agreement must be brought in a Georgia court of competent subject matter jurisdiction located in Chatham County, Georgia, or in a Federal court of competent subject matter jurisdiction located in the Southern District of Georgia. Contractor agrees to submit to the personal jurisdiction of any such court and agrees that any such court shall be a proper venue for any lawsuit related to or arising out of this Agreement or Contractor's performance of work under this Agreement. Contractor agrees to waive in advance any defenses of lack of personal jurisdiction or improper venue in any such court.

33. Limitation on the Scope of Services: Contractor understands and agrees that the Scope of Services described in Section 2 of this Agreement and any attachments incorporated by reference is not a guarantee of a minimum amount of payment or profit or a guarantee of a specific amount of work to be performed by Contractor under this Agreement. The District, at its option, may elect to expand, reduce or delete the extent of each work element described in the Scope of Services and may terminate this Agreement early as provided above.

34. Approval of the District's Governing Body, the Elected School Board: Contractor agrees that no contract or claimed modification to a contract is enforceable against the District without the approval of the District's governing body, the elected School Board. The signature of the President of the elected School Board, the Superintendent, the Chief Financial Officer, or any other person purporting to act on behalf of the District is only binding on the District if that person's execution of this Agreement or a subsequent written modification of

this Agreement has been authorized by the School Board and/or Board Policy. If it is subsequently determined that this Agreement or any claimed written modification to this Agreement was signed without proper authority from the District's governing body, the elected School Board, , then the Contractor agrees that this Agreement or any claimed written modification of this Agreement shall be void and not constitute a binding contract or written modification on the District. Contractor agrees that it may have to repay any and all sums it may receive from the District pursuant to any alleged contract or alleged written modification of a contract that was not property authorized by the District's School Board.

35. Written Notices: Written notices required under this agreement should be made to the parties at the following mailing addresses, email addresses, or fax numbers:

Notices to The District:

The Savannah Chatham-County Public School System
ATTN: [Insert Representative]
[Insert Address]
Phone: [Insert Phone]
Fax: [Insert Fax]

Notices to Contractor:

[Contractor's Name]
ATTN: [Contractor's Primary Contact]
[Contractor's Street Address]
[Contractor's City, State, Zip]
Email: [Contractor's Email]
Phone: [Contractor's phone]
Fax : [Contractor's Fax]

36. Attachments: If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order: 1) this Agreement, 2) any attachments prepared or provided by the District, 3) any attachments prepared or provided by Contractor, and 4) any attachments prepared by a third party. The following documents are attached to and hereby incorporated by this express reference as part of this agreement:

- Attachment A:** Scope of Services
- Attachment B:** Price and Payment Information

IN WITNESS WHEREOF, this Agreement is accepted on the date signed on behalf of the The District Board of Commissioners, subject to the terms and conditions above stated and the provisions set forth herein.

[Insert Name of Contractor]

The Board of Public Education for the City of Savannah and the County of Chatham

SIGNED:

SIGNED:

BY: [Name]
ITS: [Title]

BY: [Name]
ITS: [Title]

DATE: _____, 20__

DATE: _____, 20__

Attachment A: Scope of Services

1.0 SCOPE OF SERVICES (ELEVATORS)

Contractor will maintain the Elevator Equipment herein described, on the following terms and conditions:

A. Contractor will use only trained Technicians that are directly employed and supervised by the Contractor. All Technicians will be qualified to keep the District's equipment properly adjusted and will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

B. Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace: Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley, and brake coil, contact, linings and component parts. Motor and motor generator, motor windings, rotating element, commutator, brushes brush holders and bearings. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tape, and mechanical and electrical driving equipment. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws. Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension Sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes Including rollers or gibs. Hoistway door Interlocks and hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, tile floor covering in the elevator car, elevator car guide shoes, gibs or rollers.

C. Contractor will periodically examine all safety devices and governors and conduct regulatory annual no load test, and each fifth year perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked, and the governor set. If required, the governor will be recalibrated and sealed for proper tripping speed.

D. Contractor is required to renew all wire ropes as often as is necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.

E. Contractor is required to furnish lubricants approved by the Manufacturer to meet the specific requirements of the equipment.

F. Contractor will perform safety tests directed by insurance companies or by governmental authorities.

G. Contractor will perform any installation of new attachments on the elevators directed by insurance companies or by governmental authorities, replacements with parts of a different design or replacements or renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear shall be as directed by the District by issuance of a Purchase Order based on an estimate by the Contractor.

Repairs of the following items shall be as directed by the District by the issuance of a Purchase Order based on an estimate by the Contractor:

Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, flooring and carpets); hoistway enclosure; hoistway gates, doors, frames and sills.

H. All work is to be performed during regular working hours, Monday through Friday 8:00 am – 5:00 p.m., unless otherwise specified and agreed upon in advance by the District.

(WHEELCHAIR LIFTS)

Contractor will maintain the Wheelchair Lift Equipment herein described, on the following terms and conditions:

A. Contractor will use only trained Technicians that are directly employed and supervised by the Contractor. The Technicians must be qualified to keep the District's equipment properly adjusted and will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

B. Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace: Gears, motors, controllers, governors, shafts, bearings, lubricators, belts, chains, sprockets, pulleys, cables, wirings.

C. Contractor will periodically examine all safety devices and governors and conduct regulatory annual no load test, and each fifth year perform a full load, full speed test of safety mechanism, and speed governors.

D. Contractor will perform any safety tests directed by insurance companies or by governmental authorities.

E. Contractor will perform any installation of new attachments on the elevators directed by insurance companies or by governmental authorities, replacements with parts of a different design or replacements or renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond control except ordinary wear and tear shall be as directed by the District by the issuance of a Purchase Order based on estimate by the Contractor.

Repairs of the following items shall be as directed by the District by issuance of a Purchase Order based on an estimate by the Contractor: Any removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, doors, frames and sills.

F. All work is to be performed during regular working hours, Monday through Friday 8:00 am – 5:00 p.m., unless otherwise specified and agreed upon in advance by the District.

2.0 UNIT PERFORMANCE

Contractor agrees, where applicable to maintain the original unit speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the Original Equipment Manufacturer, and to perform the necessary adjustments as required to maintain the original door opening and closing times, within limits of applicable codes.

3.0 GROUP SUPERVISORY SYSTEMS

Contractor agrees, where applicable to check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the Original Equipment Manufacturer.

4.0 MATERIAL INVENTORY

Contractor agrees to maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping cloths, and other minor parts in each elevator machine room for the performance of routine preventive maintenance.

5.0 PARTS, MATERIALS AND EQUIPMENT

All replacement parts furnished under this Agreement must be "new" and of the same manufacturer or equal product. No factory over-runs or re-manufactured parts will be used. In cases where the District has a spare part available, the Contractor will be required to use the spare part as requested.

6.0 REPORTING REQUIREMENTS

A. Contractor shall schedule all regular and/or periodic examinations, adjustments, lubrications, repairs, replacements, checks, load tests, speed tests, and wire rope renewals at least 5 working days in advance so that proper purchase documentation can be initiated and arrangement for a District representative to accompany Service Technician to job site.

B. Contractor shall forward to the District reports of all regular and/or periodic examinations, adjustments, lubrications, repairs, replacements, checks, load tests, speed tests, and wire rope renewals which have been completed.

C. Contractor shall report to District, in writing, the results of any periodic examinations, adjustments, lubrications, repairs, replacements, checks, load tests, speed tests, and wire rope renewals, including a list of any parts or materials used, "as-found" and "as-left" conditions of the equipment covered and the total man hours used.

7.0 DISTRICT SERVICE REQUESTS

The Contractor may also be requested to provide maintenance and repair services by the District. In such cases, the District will request the Contractor to provide an estimate for all labor, parts, materials and equipment required to perform the work as requested. The District reserves the right to accept or reject any project estimate and/or quote. The Contractor will not proceed with any work without being in receipt of a purchase order and/or an official Notice to Proceed.

8.0 VENDOR QUALIFICATIONS

The District will only consider firms that have been engaged in the business of performing the services as described in these specifications. The vendor must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and to ensure that they can satisfactorily execute the services if awarded a contract.

The District reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including but not limited to, the financial, technical and other qualifications and abilities of the vendor, including past performance and experience with the District) in making the award in the best interest of the District.

A. Bidder must be an organization existing for the primary purpose of providing Elevator Safety, Inspection, Repair, and Maintenance Services.

B. Bidder must have a minimum of five (5) continuous years in providing elevator inspection and repair services to educational, governmental and/or municipal agencies (preferably located within the Southeast Region of the State of Georgia) with Scope of Service requirements that are similar to or the same as that requested by the District.

C. Bidder must be licensed by the State of Georgia to provide elevator inspection, maintenance and repair services.

D. Bidder must have an office that is staffed with a minimum of one (1) full-time certified service technician during the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, and demonstrate its' ability to meet a minimum response time of the next business day or as mutually agreed upon on a "case to case" basis, to all non-emergency service calls.

E. Bidder must have a minimum of one (1) certified service technician on his staff that is dedicated to emergency calls, 24 hours a day, seven days a week. Service technician must respond to call within ½ hour, and must be “on the job site” within a one (1) hour period.

F. Bidder must provide documentation that their Occupational Business Taxes have been paid by providing a copy of their current Business License/Tax Certificate.

G. Bidder must demonstrate its’ financial stability to provide the services requested herein.

H. Bidder must be fully bonded and demonstrate its’ ability to meet all insurance requirements.

I. Bidder must produce evidence that they have an established satisfactory record of performance based on past performance on similar contracts and is required to submit with their bid, a minimum of three (3) references.

J. Bidder must demonstrate that it has sufficient staff, certified service technicians, proper equipment, and adequate parts and supplies required to meet all service requirements under a resulting contract. Bidder must provide with their bid, a breakdown of all shop personnel that will be assigned to a resulting contract. Appropriate licenses, certifications, etc. for each service technician must be available for review upon request by the District.

9.0 STANDARDS AND GUIDELINES

The Contractor shall follow all guidelines, rules, and regulations set forth in the most recent National and State of Georgia codes.

10.0 QUANTITIES

The District currently has 39 Elevators/Wheelchair Lifts installed at various School and Administrative facilities. Currently, the District cannot provide estimates for any repairs and/or units added during the term of the contract. All services requested will be determined by actual needs and the availability of appropriated funds.

11.0 SCHEDULING

All time and material work must be completed according to a schedule that meets the needs of the District. Any supplier that cannot meet the District’s scheduled requirements will be relieved of responsibility of that particular project. The District has the option to use another supplier at its sole discretion, based on the service needs for any given day. The District’s representative who oversees the assigned project will be the person in charge of the work for the district and must approve by signature all hours worked, special equipment, vehicles and any other items to be invoiced. Start time, break time, and end time must be coordinated through the District representative overseeing the project.

12.0 PRICING AND DELIVERY

Contract prices shall be based on standard labor rates, overtime rates, and material costs. For labor rates, an hourly rate shall be indicated for an Elevator Technician and an Apprentice/Helper. It is anticipated that the vast majority of jobs can be handled with a one or two person crew. Use of an Apprentice/Helper on a job must be approved in advance by the District’s Contract Representative and/or his designee.

All contract labor rates for Elevator Technician and Apprentice/Helper (if approved), will include all labor, travel time, per diem, service truck, fuel surcharges, and any tools or equipment necessary to perform the particular service requirement (i.e. inspection, maintenance, repairs, service check, etc.). The only exception is the following equipment: boom truck, bucket truck, backhoe, trencher and thermographic equipment. All other miscellaneous equipment and/or tools must be included in the hourly labor rate.

Contracted man hours will be paid only for productive hours spent at the job site or for repair work performed at the Contractor’s facility. Repairs completed at the Contractor’s facility must be approved by the District’s

representative. Time spent for the transportation to and from each job site, material acquisition, handling and delivery, or for the movement of Contractor owned or rented equipment is not chargeable directly and is considered to be the Contractor's "overhead". These costs shall be included in all contract hourly labor rates. All hourly labor rates will also include all direct labor, general and administrative overhead, insurance, profit margin and cost for all equipment that is normal and necessary (i.e. trucks, tools, etc.). A Summary Report of all chargeable hours must be submitted to the District prior to payment being processed. Summary Report must include the employee name, hours worked on site, and the date of service.

For material cost, a percent mark-up from the Contractor's procurement cost must be identified in bid and on all invoices. Copies of support documentation required and accepted by the District to support any materials purchase includes a dated sales slip, inventory price sheet, and/or a supplier invoice or sales receipt. Invoices will not be processed for payment unless all required documentation is submitted.

Prior to any quarterly or annual service, the successful Bidder shall submit to the authorized District representative, an estimate for the services to be rendered or performed. Bidder shall not perform any services until a District purchase order for the services has been generated and forwarded to the Bidder's firm.

The SCCPSS will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

13.0 EXCEPTIONS

It shall be the responsibility of the Bidder to include with his bid a list and clarification of any deviations from the specifications and/or to qualify any products offered. The list must be properly signed by the party submitting the bid. Exceptions will be taken into consideration but may not lower minimum bid standards. The list must be attached to bid submittal.

14.0 DISTRICT REPRESENTATIVE

The Board has selected Mr. Randy West, Interim Director, Maintenance & Operations, and its contract representative. After award, supervision of the contract will be performed by the contract representative and/or his/her designee.

The Contractor shall have a communication device that will allow the District's representative and/or his designee to contact him directly in the event of an emergency. The Contractor is required to provide the District's representative will all emergency telephone numbers, which will include a home number, pager number, and a cellular telephone number (as applicable). It will be the Contractor's responsibility to immediately notify the District's representative of any changes in contact numbers.

The Contractor is required to perform all work on site unless, due to the nature of the required repairs, it is necessary to remove a component to be repaired at the Contractor's facility. If any one unit is down for more than 12 hours, the District's Representative will be advised and informed of the nature of the repairs and justification for the unit "shut down".

15.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

Attachment B: Price and Payment Information

[Insert Pricing and Payment Information Agreed to as a Result of the District's Solicitation Process]