



**CONTRACT FOR SERVICES  
RFP 19-29  
PERIODICAL SUBSCRIPTION 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:** RFP 19-29 Periodical Subscription 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

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

1. Purchase Order Number
2. Project Name – Periodical Subscription Services (Annual Contract)
3. Site Description
4. Description of Work
5. Bid Number (RFP 19-29)

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 \$25.00 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 \$25.00 per day is a reasonable pre-estimate of the District's actual damages for each day of delay and the is \$25.00 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.

**24.0 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 properly authorized by the District's School Board.

**25. 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]

**26. 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]

\_\_\_\_\_  
BY: [Name]

ITS: [Title]

ITS: [Title]

DATE: \_\_\_\_\_, 20\_\_

DATE: \_\_\_\_\_, 20\_\_

## **Attachment A: Scope of Services**

The Scope of Services to be provided by the successful Service Providers will at a minimum include but is not limited to:

1.0 Subscription Requirements: The successful Service Provider will provide the list of periodicals identified in Fee Proposal form. This list is comprised of periodicals that are currently subscribed to by the District's Library Learning Commons. The number of subscriptions to be ordered for each title shall be understood to be one (1) only, unless indicated otherwise on Fee Proposal form. All subscriptions listed are renewals except those which are identified as "new" subscriptions.

1.1 Periodical List: The list of periodicals identified on Fee Proposal form is intended for the sole purpose of soliciting price proposals and does not constitute an order to the successful Service Provider. The from each school will be responsible for entering purchase orders along with a Company order form for all subscriptions. Service Providers "purchasing equipment, supplies, and/or providing services without being in receipt of a purchase order document and executed contract do so at their own risk and the District will not be held liable."

1.2 Subscription Period: The length of each subscription can vary from six (6) months to twelve (12) months. All printed subscriptions will be delivered through the U.S. Mail.

1.3 Publisher Order Confirmations: Successful Service Provider will place all subscription orders with all applicable periodical publisher not later than November 30, 2018 and December 1st of any subsequent contract renewal term to avoid any interruption in service. Successful Service Provider will process and confirm new orders within ten (10) days of receipt of purchase order from Library Learning Commons. If Service Provider is unable to supply a title the Service Provider is required to notify the applicable Library Learning Commons identified on each purchase order with justification for nonfulfillment within thirty (30) days. Service Provider will provide a free back issue depository and replacement service.

1.4 Publisher Price Changes: The Successful Service provider(s) will submit to the District, documentation as proof of any publisher price increase or decrease for consideration with a minimum of thirty days (30) prior notice before the effective date of any publisher increase/decrease. ALL SERVICE PROVIDER DISCOUNT RATES IDENTIFIED IN FEE PROPOSAL WILL REMAIN FIRM FOR THE CONTRACT DURATION. The District reserves the right to accept and/or to reject any publisher price increase submitted. All publisher price decreases implemented during any given contract period will be immediately "passed on" to the District and revised on all order forms.

1.5 Order Disputes: Successful Service Provider will provide prompt and accurate claim service for missing issues, duplicate issues, incorrect expiration dates and incorrect addresses. The successful Service Provider will respond to each Library Learning Commons' claim inquiries, will investigate claim problems on behalf of the Library Learning Commons, and will assure full completion and delivery of the subscription. The successful Service Provider is required to furnish all back issues for periodicals published during the contract period. Should the Successful Service Provider fail to honor the discounts provided in fee proposal, insure follow-up delivery of all periodicals and back issues, and/or make appropriate refunds when publications cease, the contract will be terminated and the Service Provider will be removed from the District's Bidders' list for a period of two (2) bid cycles.

1.6 Designated Account Representative: Successful Service Provider will provide a dedicated Customer Account Representative to handle the District's account and must have a toll-free customer service number. The individual assigned as the District's Account Representative must have the authority to act on the District's behalf with all periodical suppliers and publishers and will be responsible for handling all claim resolutions with regard to claims, address changes, order cancellations, or other communications which include notifying each Library Learning Commons monthly of ceased publications, suspended publications, publication delays, publishing frequency changes, changes in title and/or mergers. Account Representative will respond to all messages within a twenty-four-hour period.

1.7 Claim Processing: The Successful Service Provider will at a minimum be required to provide the following claim processing services:

- The Service Provider will provide the District with electronic access to all claims.
- The Service Provider will provide each Library Learning Commons with a monthly claims status report.
- The Service Provider will advise the Library Learning Commons of all time limitations required for the acceptance of claims by any individual publication title.
- The Service Provider will be responsible for handling all correspondence with the publisher in regard to claims, address changes, cancellations, or other communications, unless advised otherwise (in writing) by the District.
- The Service Provider must respond within seventy-two (72) hours to any telephone or email claim/inquiry.

1.8 Reports: The Successful Service Provider will provide quarterly and annual usage reports and site purchase reports detailing purchases made against this contract. In addition, the successful Service Provider will also be required to provide the following:

- A Quarterly usage report that includes the quantities of periodicals ordered, categorized by periodical title and detailed with stock number, description, requesting site and purchase order number.
- Quarterly purchase reports sorted by site that include the purchase order number, total purchase order dollar amount, and the periodicals ordered with stock number and description.
- An annual usage report detailing the periodical, stock number, annual quantities ordered and catalog shall also be provided. Reports provided to the District shall be similar to those with the proposal and in the format requested by the District.
- Fiscal management reports provided quarterly at no additional charge. Fiscal Management reports will at a minimum include, but is not limited to:
  - Subscriptions by Library Learning Commons.
  - Total expenditures by Library Learning Commons.
  - Number of claims submitted.
  - Number of claims resolved; and:
  - List of outstanding claims.
- The Successful Service Provider is required to notify each Library Learning Commons, on a monthly basis, of any and all ceased publications, suspended publications, publication delays, publishing frequency changes, title changes and/or

title mergers.

1.9 Purchase Methods: Any District site may order items under an approved purchase order or with a purchasing credit card. In the event that the successful Service Provider wishes to receive payments via purchasing credit cards, offeror will propose a discount structure which reflects the payment processing cost reduction. There is absolutely no guarantee that all orders will be processed in this manner, but sites will be encouraged to utilize the purchasing card for convenience and cost reduction. All prevailing discount structures will be submitted with fee proposal.

1.10 Order Deliveries: All orders will be delivered to the site designated on each individual purchase order within 15 days after receipt of purchase order. "Vendors that purchase equipment and supplies and/or ship any orders prior to the issuance of a purchase order do so at their own risk and the Savannah-Chatham county Public School System shall not be held liable". The successful Service Providers will absolutely not accept verbal orders. **BACK ORDERS WILL NOT BE PERMITTED.** Orders shall be shipped in their entirety as identified on the purchase order or the balance of items not shipped will be canceled.

1.11 Shipping and Freight Charges: The Savannah-Chatham County School District will NOT pay shipping charges. All orders shall be shipped F.O.B. Destination with "Inside Delivery" to each school Library Learning Commons.

1.12 Catalog Distribution: The successful Service Provider must furnish all schools with pertinent ordering information upon the award and execution of a contract. The District will supply each successful Service Provider will a listing of all School Sites and Site Administrators. It will be the Service Providers responsibility to provide current literature, either print or online, to purchasing and all sites should changes occur during the term of the contract.

1.13 Invoice Requirements: All invoices submitted for payment must match rates submitted in Fee Proposal and identified in contract document. All invoices will match purchase order amounts. Although "as needed" periodical subscriptions are required to be delivered to various school Library Learning Commons addresses, each invoice submitted for payment must include the following:

- Purchase Order Number
- Part Number/Item Description/Nomenclature/Title of Periodical
- Quantity Ordered
- Quantity Shipped
- Site Destination
- Delivery Date
- Current Catalog Unit Cost
- Contract Discount Rate Applied
- "All Inclusive" Unit Cost\* (\*Absolutely no added charges will be accepted or paid for which includes but is not limited to: shipping, freight, fuel surcharges, per diem, travel charges, processing fees, interest, etc.)
- Packaging (as applicable)
- Extended Unit Cost
- Total Invoice Amount
- Contract/Solicitation Document Number (RFP 19-29)

- Receiving Affidavit or Receiving Copy signed by site representative

**ALL ORIGINAL INVOICES MUST BE MAILED TO:**

Savannah Chatham County Public School System  
Attn: ACCOUNTS PAYABLE  
208 Bull St., Room 119  
Savannah, GA 31401

1.14 Payment Terms: The District's payment terms are 2%/10 Net 40. Payment will be made within forty (40) days of receipt of a correct invoice and required documentation. The Successful Service Provider is required to issue a refund (full or pro-rated as applicable) if any periodical subscription ceases publication during the subscription period or the District cancels any subscription. Refund checks will identify the original invoice/purchase order number and will be mailed Accounts Payable at the address referenced above.

1.15 Receipt for Goods/Receiving Copy: The Service Provider will guarantee delivery of subscriptions in a timely manner after receipt of an authorized purchase order. The District's Purchasing Director reserves the right to charge the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. A per diem charge may be invoked at the discretion of the District's Purchasing Director and said sum to be taken as liquidated damages and deducted from the final payment or charged back to the vendor. The successful Service Provider is required to reference the following on all shipping documents:

- Purchase Order Number
- Date Shipped
- Description
- Subscription Period
- Quantity Ordered
- Quantity Shipped
- Site Destination

1.16 Subscription Renewals: One month prior to each contract renewal, the Service Provider will provide the District with a printed list which details all titles previously ordered with their current status, prices and renewal dates. The printed list must be provided five (5) to six (6)-months prior to the annual renewal dates and should be used for renewal order processing. In addition, the Service Provider must provide a machine-readable form of the list either via email or the Service Provider's website. The list must be sortable by Library Learning Commons. All subscriptions must be renewed without a break in service.

1.17 Subscription Cancellations: The Service Provider will accept cancellations at any time during a contract term and will provide prorated refunds to the District unless it is a publisher's policy to not grant refunds. Publishers that do not grant refunds shall be clearly identified in proposal submittal.

**4.0 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]