



**SAMPLE CONTRACT FOR GOODS AND/OR SERVICES**  
**Bid 19-59 School Nutrition Program- Cleaning Supplies (Annual Contract)**

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 19-59 School Nutrition Program - Cleaning Supplies (Annual Contract).
2. **Scope of Work.** 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 Work.**
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 except as set forth in Attachment "B" to this Agreement: **Price and Payment Information.**

5. **Transition Period:** Due to the nature of our purchasing process, the District often requires an existing service provider to continue to provide goods and/or services while the District is in the process of advertising, evaluating, and awarding a contract for the provision of the same goods and/or services in the future. To accommodate this process, the Contractor shall agree to maintain the same terms and conditions set forth in this Agreement for a period up to ninety (90) days after the automatic termination of this Agreement at the end of its term, if requested by the District, 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 up to ninety (90) days to allow for an

orderly transition to the new provider. The District and the Contractor may mutually agree to a longer transition period.

**6. Price and Payment Information:** 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: **Price and Payment Information.**

The price for each good and/or service to be provided by Contractor pursuant to this Agreement is set forth in Attachment “B.” Contractor will not charge the District more than the price per item listed in Schedule “B” for the life of this Agreement and any renewal of this Agreement unless a price increase is memorialized in a written amendment to this Agreement recommended by the Director of the School Nutrition Program and the Superintendent, or her designee, and approved by the District’s governing body, the Elected School Board.

**The DISTRICT will neither honor nor consider any fixed fee cost or markup cost increases, fuel surcharges or add-on cost during the established performance period.**

Contractor further acknowledges that no employee of the District may agree to an increase in the price of any good and/or service provided pursuant to this Agreement, including, but not limited to, any Cafeteria Manager, any School Nutrition Department Employee, any Accounts Payable employee, or any Purchasing Department Employee, without a formal written amendment to this Agreement recommended by the Director of the School Nutrition Program, and the Superintendent, or her designee, and approved by the District’s governing body, the Elected School Board.

**7. Invoice Procedure and Time and Manner of Payment:**

7.1 The Contractor shall only invoice the District after the goods and/or services to be provided by Contractor pursuant to this Agreement 1) have been ordered by the School Nutrition Program as required by this Agreement, 2) have actually been delivered by the Contractor to the District on time, in the condition required by this Agreement, in the quantities ordered by the District, and 3) accepted by the District.

7.2 At the time of delivery, the Contractor’s delivery agent shall present two (2) copies of the Contractor’s invoice (sometimes called a delivery invoice) for the goods and/services to be delivered so that the Cafeteria Manager may review the invoice during the unloading and inspection of the goods to be delivered or the provision of the services to be performed. All delivery invoices must be fully itemized, showing unit and extended cost as well as any discount associated with the item. Invoices must have an invoice number and date. Invoice numbers must not be duplicated during the same school year. The font size on the invoice must be no smaller than 10 points for the invoice number, item name and total. Bolded print is preferred for these items. In addition to these requirements, the invoice must have an acceptable degree of legibility to enable scanning for electronic document filing.

7.3 If delivery is made during business hours, the Contractor’s delivery agent shall request the Cafeteria Manager or her designee to sign a copy of the delivery invoice. The District requires all deliveries be made beginning no earlier than 6:30 a.m. and completed by 2:00p.m.

7.4 Upon completion of the delivery of the goods and/or services, the Contractor's delivery agent shall also provide the Cafeteria Manager with an additional document, sometimes called a receipt, delivery receipt, delivery ticket, or final invoice, confirming that all of the goods and/or services provided on invoice were actually delivered or noting any goods and/or services on the Contractor's invoice that were not delivered or not accepted by the District's Cafeteria Manager. This document shall be signed by the Contractor's delivery agent and the Cafeteria Manager. This document must have an acceptable degree of legibility to enable scanning for electronic document filing.

7.5 In the event that the Contractor forgets to leave a copy of the delivery invoice and/or the delivery receipt, the District may not make a payment until signed delivery invoices and/or delivery receipts are received by the District. If the Contractor fails to provide the District with a delivery invoice and/or delivery receipt signed by the District's Cafeteria Manager within thirty (30) days of the delivery, the District will presume that the delivery did not occur and no payment will be made.

7.6 After delivery, the Contractor will also send an invoice for payment to the District's Accounts Payable Department at the address set forth below within two (2) business days after delivery has occurred. This invoice for payment shall only include charges for goods and/or services that 1) have been ordered by the School Nutrition Program as required by this Agreement, 2) have actually been delivered by the Contractor to the District on time, in the condition required by this Agreement, in the quantities ordered by the District, and 3) accepted by the District. All invoices for payment must be fully itemized, showing unit and extended cost as well as any discount associated with the item. Invoices must have an invoice number and date. Invoice numbers must not be duplicated during the same school year. The font size on the invoice must be no smaller than 10 points for the invoice number, item name and total. Bolded print is preferred for these items. The Accounts Payable Department will compare the invoices for payment against a copy of the delivery invoices and delivery receipts provided to the District's Cafeteria Manager.

7.7 When submitting invoice for payment, Contractor shall list the following items on their invoice. In addition, Contractor shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid Number (**Bid 19-59**)

7.8 The District may require access to Contractor's ordering system as well to help confirm the product was actually ordered, delivered, and accepted by the District. If the invoice has been posted, all changes including changes in pricing, must be done on a debit or credit memo so there can be no confusion on products and prices.

7.9 Approved invoice payments will be made weekly. The process of approval of invoices begins when all documentation necessary to complete the transaction has been received by the Accounts Payable department. The approval of an invoice for payment by the Accounts Payable employees or any other employees will not prevent the District from requiring the Contractor to correct any billing or other errors discovered by the District after payment, by an Audit or otherwise.

7.10 Credit or debit memos provided by Contractor to reflect corrections to invoices must be provided within (15) days of the date of the invoice if initiated by Contractor or within (15) days after request by the District, if the request for a correction is initiated by the District. Credit/Debit memos must be provided via either U.S. mail, e-mail, or fax.

7.11 Monthly statements showing all outstanding invoice numbers and amounts shall be submitted for each school to the District's Accounts Payable Departments, at the above addresses. **No statements should be mailed to the schools.**

7.12 All original invoices for payments, monthly statements, credit memos, or debit memos should be mailed to:

Savannah-Chatham County Board of Education  
Attention: ACCOUNTS PAYABLE  
208 Bull Street Room 119  
Savannah, Georgia 31401

7.13 Monthly statements showing bid/contract number, invoice numbers and amounts shall be submitted for each school to the District's Accounting Office at the addresses detailed above. Payment will be made by the District to the official address of the Contractor of record. Payment checks may not be diverted to another address or Contractor.

7.14 Payment Terms are 2% 10 Net 40.

**8. Reimbursable Expenses:** Unless expressly stated in Attachment A or B, Contractor shall not be entitled to any reimbursement of expenses. Allowed 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.

**9. 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.

**10. 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.

**11. [Internally Deleted]**

**12. 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.

**13. 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 this Agreement 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. If Contractor fails to ensure that its employees or other agents comply with these requirements, then Contractor may be terminated for cause under this Agreement:

A. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All of Contractor's employees and agents performing work must carry a government-issued photo ID. Contractor's employees and agents will present ID to District Staff upon request. This provision will be strictly enforced.

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

C. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any employees or agents 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 breach, including liquidated damages for delay damages and/or forfeiture of Performance Bond.

D. The Contractor or employees or agents 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.

E. 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 this Agreement.

F. 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.

G. 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 or agents 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 or agent of the Contractor or Sub-contractor is found to have brought a firearm on District property, the Contractor or Sub-contractor shall prohibit them from continuing to perform any work on District property. If the Contractor or Sub-contractor fails to do so, then the District may terminate this Agreement for cause as set forth below.

**14. 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.

**15. 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.

**16. 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.

**17, Samples:** The District, may request at any time, to randomly sample any or all of the goods and/or services being provided to the District by Contractor pursuant to this Agreement for quality inspection and specification compliance during the term of this Agreement. If the District, in its sole discretion, is dissatisfied with the quality of the sampled goods and/or services or decides that they do not meet the agreed upon specifications of this Agreement, then the District

may declare the Contractor to be in breach of this Agreement and exercise any and all of its remedies for breach of contract provided in this Agreement, up to and including termination of this Agreement.

**18. Facilities and Vehicle Inspection:** The District reserves the right to conduct an inspection of any and all of Contractor's facilities and delivery vehicles at any time during the term of this Agreement. Site visits will be pre-arranged and travel cost associated with the visit will be the responsibility of the District. If the District, in its sole discretion, has concerns from this inspection that Contractor's facilities are unclean, unsanitary, or inadequate to provide the goods and/or services required by this Agreement, then the District may declare Contractor in breach of this agreement and seek any remedies available to the District available under this contract and at law, including, but not limited to, 1) suspending this Agreement with Contractor until the deficiencies identified by the District are cured to the District's satisfaction 2) ordering substitute goods from another vendor until the District directs Contractor to resume performance and requiring the Contractor to pay the difference between the price listed in Schedule A and the price the District has to pay another vendor for replacement goods, and/or 3) terminating this Agreement for cause.

**19. Substitution Clause:** The process of substituting one product for another is STRONGLY discouraged as each item is strategically menued to meet the components and requirements of the National School Breakfast, Lunch and Snack Programs. Contractor is expected to furnish the brand and /or quality of products that the bidder disclosed to the District in response to the solicitation giving rise to this Agreement and listed in Schedule A of this Agreement.

Shipments of items with brand name or specifications other than those required by this Agreement shall be rejected or returned to the Contractor at the Contractor's expense and Contractor will not receive payment for any non-conforming goods and may be found to be in breach of this Agreement. Cafeteria Managers will be provided a list of the product brand names awarded on this Agreement to help ensure that only approved products are accepted and delivered. Contractor expressly agrees that Cafeteria Managers lack authority to vary the terms of this written contract, including the specifications of any products to be provided under this Agreement, the documentation requirements for deliveries, and the price. The Contractor agrees that the District may require Contractor to correct or reimburse the District for the delivery of nonconforming goods and/or services even if accepted without authority by a Cafeteria Manager.

The foregoing provisions notwithstanding, in such circumstances that the Contractor, in good faith, is unable to furnish the brand listed on the solicitation, a higher quality product, as determined in writing by the District's Director of School Nutrition or her designee, may be substituted. No substitutions for ordered products shall be made by the Contractor without prior written consent of the District's Director of School Nutrition or her designee. Requests to substitute after the performance of this Agreement has begun must include a nutrition label, list of ingredients, child nutrition product specification sheet (if available), and preparation instructions for the proposed substitute item. Substitution for ordered products without prior written consent will not receive payment and could result in the contractor being declared in breach of this Agreement. Payment for approved substitutions will be made per individual unit at the same unit price listed on Schedule A of this Agreement for the item being replaced. The Contractor must bear any difference in the cost for the substituted product and the amount of the contracted price listed on Schedule A of this Agreement.

**20. Addition and Subtraction of Products.** By written notice to the Contractor, the District may add or subtract goods and/or services from the list of goods and/or services to be provided

pursuant to this Agreement in Schedule A, within the general scope of the contract. The District reserves the right for additional products to be added or deleted to the awarded contract during any active year as the market reveals and menus require.

In order to add additional items to the contract:

- The District will submit product specifications to the Contractor.
- The Contractor shall solicit costs for more than one approved product that meets the intended specifications.
- If requested, samples for testing shall be provided at no cost to the District. Each sample should include the product nutrition information, allergy information, and preparation instructions.
- Purchase prices for new items will be determined by: FOB shipping carton cost + freight-any bill backs + fixed fee per shipping carton.

**21. Product Recall.** In the event that any of the goods provided by Contractor pursuant to this Agreement are found by the Contractor, the District, any governmental agency, or any court of competent subject matter jurisdiction adjudicating a dispute arising out of this Agreement or arising out of any other contract between Contractor and a third party for the same or substantially similar goods, to contain a defect, serious quality or performance deficiency, or to otherwise not be in compliance with any standards or requirement so as to require or make advisable that such goods be reworked or recalled, Contractor, will promptly communicate all relevant facts to the District's School Nutrition Program and undertake all necessary corrective actions, including those required to meet all obligations imposed by laws, regulations or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the District from taking any such action as may be required of it under such law or regulation or as the District, in its sole discretion, deems reasonably necessary for the health, safety, and welfare of District's students, staff, and visitors. The District will not accept any goods that have been reworked or recalled, the Contractor will reimburse the District for any previously delivered goods that have been recalled. The Contractor will further indemnify and hold harmless the District from any and all third party claims arising out of the Contractor's provision of recalled goods as provided in this Agreement.

**22. Incentives, Discounts, Rebates, and Credits.** The Contractor must bring to the attention of the District all rebates, incentives or any other form of remuneration which in effect lowers costs to the Contractor. The Contractor must pass on to the District all rebates or bill-backs from Contractor's manufacturers/suppliers within thirty days of the Contractor receiving the rebate or bill-back from the manufacturer/supplier.

**23. Piggyback Clause.** Other State and Local Government Agencies within the State of Georgia may buy off this Agreement at the same prices listed in Schedule A during the performance period, pending agreement between the Contractor and the third party entity.

**24. Order Placement:** The District's School Nutrition Program will compile a file of all individual school orders placed by each School's Cafeteria Manager and will send this file of all orders to Contractor weekly on Wednesdays when school is in session. Contractor will deliver all goods and/or services ordered to all school sites beginning the following Monday and as needed throughout the rest of the week to meet the District's needs to ensure product quality and freshness as required by this Agreement.



No Cafeteria Manager at an individual school is authorized to place an order directly with the Contractor and the Contractor will not accept any attempted director orders from Cafeteria Managers.

In extreme situations, such as a freezer outage, "Emergency" orders will be phoned to the Contractor by the School Nutrition Program Central Office and followed up with a written order confirmation. Contractor will be careful not to double bill the District for any phoned in orders followed up with a written order confirmation. Deliveries of phoned in orders must meet all of the other specifications and documentation requirements of any other order.

No backorders will be accepted.

**25. Emergency Orders.** Emergency Orders may be placed occasionally. The Contractor is expected to make delivery within twenty-four (24) hours of notification. If the Contractor cannot provide the supplies within the emergency delivery period the District has the option to purchase those supplies from another source with no penalty to either party.

**26. Order Cancellation.** Only the authorized representative of the School Nutrition Program may cancel a purchase order that has already been placed by the School Nutrition Program. If, for any reason, all products ordered cannot be delivered by the Contractor in the required delivery week, the Contractor shall notify the District's School Nutrition Program, giving name of school and product/quantities not delivered. The cancellation of a line item or purchase order by the Contractor could result in the contractor being declared in default.

**27. Deliveries.**

27.1 The District will be submitting weekly food orders for all 50 delivery sites for approximately 40 weeks during the school year. Currently it is a District policy that no school receive an after-hours delivery. The Contractor must submit a delivery schedule to the District within one week of award, noting the day of the week that deliveries will be made to each school.

27.2 A list of schools, addresses and phone numbers was provided to Contractor through the solicitation process giving rise to this Agreement and an updated list of schools, address, and phone numbers may be provided to Contractor from time to time by the District or upon request by the Contractor. Deliveries shall be made as ordered by the District's central School Nutrition Program by school, Monday through Friday according to the schedule provided by the Contractor between the hours of 6:30 a.m. and 2:00 p.m., unless expressly arranged and agreed to by a school's Cafeteria Manager. If delivery will be made on days other than as listed on the schedule, the Contractor must contact the District's central School Nutrition Program at least forty-eight (48) hours before scheduled delivery date to obtain approval for the delivery. If the delivery date is on a District holiday, the delivery shall be made on the next business day for the District following the holiday.

27.3 Time of delivery is a material term of this Agreement. If the Contractor cannot meet the required delivery date, the Contractor may be declared to be in breach of this Agreement by the District.

27.4 Only an authorized school nutrition representative, such as a Cafeteria Manager, may accept and sign for deliveries. However, Cafeteria Managers do not have authority to vary the terms of this Agreement. If it is subsequently determined through an audit or otherwise that a Cafeteria Manager has accepted for delivery goods and/or services that do not comply with the specifications or pricing terms of this Agreement, then Contractor agrees to correct its delivery of nonconforming goods and/or services by replacing the non-conforming goods and/or services at Contractor's expense, cancelling any charges for non-conforming goods and/or services, or reimbursing the District for the price paid for any non-conforming goods and/or services.

27.5 At the time of delivery, the Contractor's delivery agent shall present two (2) copies of the Contractor's invoice for the goods and/services to be delivered so that the Cafeteria Manager may review the invoice during the unloading and inspection of the goods to be delivered or the provision of the services to be performed. Upon completion of the delivery of the goods and/or services, the Contractor's delivery agent shall also provide the Cafeteria Manager an additional document, sometimes called a receipt, delivery receipt, delivery ticket, or invoice, confirming that all of the goods and/or services provided on invoice were actually delivered or noting any goods and/or services on the Contractor's invoice that were not delivered or not accepted by the District's Cafeteria Manager.

27.6 All deliveries made to District sites shall require inside delivery. The prices included in Schedule A of this Agreement must include any and all delivery charges. District staff will not participate in the removal of merchandise from any truck or transport vehicle.

27.7 Due to safety concerns, managers and their staff are required to keep all outside doors locked at all times. Doors must not be propped open during deliveries.

27.8 All delivery trucks must be clean, sanitary and free from dirt and debris. The Cafeteria Manager or her designee may refuse a delivery if the truck is not clean and sanitary.

27.9 The District reserves the right to require Contractor to reimburse the District for overtime payments made by the District to school employees due to late deliveries by Contractor.

27.10 If the goods and/or services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by the District, the District reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor. If delivery of goods or services is not completed by the specified delivery date, then the District may, without liability and in addition to any other rights or remedies, terminate the agreement by notice, effective when received, as to goods not yet delivered or rendered. The District may purchase substitute goods and/or services and charge vendor for the difference between the price listed in Schedule A and the cost of the substitute goods from the other vendor.

27.11 The number of delivery sites and delivery site addresses are subject to change due to the needs of the District.

**28. Hazard Analysis and Critical Control Point (HACCP) Requirements.** The District required Contractor to present a Hazard Analysis Critical Control Point (HACCP) plan during the solicitation process giving rise to this Agreement. The Contractor must follow the provided plan, and the District may require Contractor to provide proof that it is following the HACCP plan. To the extent Federal or State regulations change to impose more demanding HACCP plan requirements or to the extent a Federal or State regulator determines that Contractor's HACCP plan for the District must be modified, then Contractor shall change its HACCP to meet those more demanding requirements. The Contractor shall only purchase goods and/services from manufactures and/or suppliers that have an HACCP program in place that meets or exceeds the District's requirements for the HACCP plan with Contractor. The District may require documentation of HACCP plans implemented by Contractor's manufacturers and/or suppliers. The District may direct the Contractor to stop purchasing goods and/or services from manufacturers and/or suppliers that do not meet the District's HACCP plan requirements.

**29. Pandemic Preparedness and Recovery.** Contractor submitted a business strategic preparedness plan for business continuity and recovery should a pandemic event strike the distributor during the solicitation process giving rise to this Contract. Contractor will follow its pandemic preparedness and recovery plan presented to the District should a pandemic event strike the distributor. Contractor may be in breach of this agreement for failure to do so and will be required to indemnify the District as provided in this this Agreement.

**30. Preference to Supplies, Materials, and Agricultural Products Produced In Georgia.** Under OCGA § 50-5-61, there is a required preference for products manufactured or produced in the State of Georgia if it is reasonable and practicable and will not sacrifice quality. During the performance of this Agreement, Contractor shall provide such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state (Georgia) as may be reasonable and practicable, when such preference shall not sacrifice quality. With this solicitation, Contractor submitted information regarding its ability provide supplies, materials, equipment, or agricultural products from Georgia. Contractor's failure to comply with representations during the solicitation process to purchase supplies, materials, equipment, or agricultural products from Georgia in a manner consistent with Contractor's representations during the solicitation process shall be a breach of this Agreement, unless Contractor's inability to obtain Georgia product results from the actions of third parties or natural events beyond Contractor's control.

**31. USDA Federal Regulations.** Contractor must comply with the applicable USDA Federal Regulations for Child Nutrition Programs – 7 CFR and with the laws of the State of Georgia.

**32. Clean Air Act And Clean Water Act.** Contractor agrees to comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq., section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. Contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities; and Contractor will immediately notify the District of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

**33. Energy Policy and Conservation.** Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state's energy conservation plan issued in compliance with the Energy policy and Conservation Act (Public Law 94-163, 89 Stat.871).

**34. Buy American.** Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

**35. USDA Non-Discrimination Statement.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**36. USDA Civil Rights Assurance.** The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

**37. 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, XCU exposure, and products liability/food borne illness claims, 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. Umbrella Insurance Policy**, with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate.

**38. 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.

The parties do not intend for this indemnity provision to limit either party's remedies against the other for breach of contract, and this provision does not intend for 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.

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

indemnify and hold Owner harmless for any publicity or privacy rights claims arising out of the Contractor's performance of services and provision of goods under this contract.

**40. 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.

**41. 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

**42. 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.

**43. 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.

**44. 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.

**45. 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.

**46.0 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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.

**52 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.

**53. 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).

**54. 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.

**55. 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.

**56. 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.

**57. 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: **Onetha Bonaparte, Director**  
**208 Bull Street, Room 309**  
**Savannah, GA 31401**  
Phone: **(912) 395-5548/1130**  
Fax: **(912) 201-7662**

**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]**

**58. 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 District, 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: Larry O. Jackson  
ITS: Chief Financial Officer

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

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

**Attachment A: Scope of Services**

**[Insert Description of Good and/or Services Finally Agreed Upon with Vendor]**

**Attachment B: Price and Payment Information**

**[Insert Agreed Upon Pricing and Payment Information]**