



**CONTRACT FOR GOODS AND/OR SERVICES  
RFP 19-63 ETHICS HOTLINE MONITORING SERVICE (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") enter into this Agreement for the services described in Section 2 below.

**1. General Nature of Project: RFP 19-63 ETHICS HOTLINE MONITORING SERVICE (ANNUAL CONTRACT)**

**2. Scope of Services:** The goods and/or services to be provided by Contractor pursuant to this Agreement 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 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. Compensation to Contractor:** 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.**

**7. Invoice Procedure and Time and Manner of Payment:** 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 Internal Audit Department

All ORIGINAL INVOICES should be mailed to:

Savannah-Chatham Co. Board of Public Education  
ATTN: ACCOUNTS PAYABLE  
208 Bull Street, Room 119  
Savannah, GA 31401

Please forward a COPY of all invoices to:

Savannah-Chatham County Board of Education  
ATTN: Marshall Withers, Director of Internal Audit  
**Internal Audit Department**  
**208 Bull Street**  
**Savannah, Georgia 31401**

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

1. Purchase Order Number
2. Project Name – **ETHICS HOTLINE MONITORING SERVICE (ANNUAL CONTRACT)**
3. Site Description
4. Description of Work
5. Solicitation Number **RFP 19-63**

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.

**8. Reimbursable Expenses:** Unless stated in Attachment "B" Price and Payment Information, all prices include expenses. To the extent Attachment "B" Price and Payment Information expressly allows for the reimbursement of certain expenses, reimbursable expenses incurred by the Contractor and Contractor's employees and subcontractors must be preapproved by the District and will be invoiced at cost. Reimbursable expenses must comply with all Georgia Department of Education regulations in force during the Term of this Agreement, even if those regulations change during the term of this Agreement.

**9. Taxes.** Contractor will timely pay all taxes lawfully imposed upon Contractor with respect to this Agreement. The District 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 goods and/or services by an act or neglect of 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. Liquidated Damages for Delay.** 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 **\$50.00** 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 **\$50.00** per day sum is a reasonable pre-estimate of the District's actual damages for each day of delay and that the **\$50.00** per day sum is intended by the parties to be in the nature of liquidated damages, not a penalty. It is not the parties' intent for this provision to limit either party's remedies against the other for the breach of this Agreement, except for the District's money damages for unexcused delays caused by the Contractor.

**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. 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 "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 ("SCCPSS") 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. Umbrella Insurance** with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate.

**[Other Policies listed in the Solicitation, as amended by any addenda, or Required by law given the nature of the work may be added]**

Contractor may satisfy the commercial automobile liability insurance policy requirement by having a commercial general liability that includes automobile coverage with limits equal to those required of a separate commercial automobile liability insurance policy. If Contractor cannot obtain automobile liability insurance because it does not own any vehicles of its own, it can satisfy the auto insurance coverage by having a non-owned and hired motor vehicle coverage endorsement for its commercial general liability insurance policy.

**18. 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.

**19. 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.

**20. Warranty.** A standard manufacturer warranty shall apply to all goods, 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.

**21. 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

**22. 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 for goods and/or services accepted by the District before the date of termination 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.

**23. 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 for goods and/or services accepted by the District before the date of termination, 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.

**24. 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 and 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 for goods and/or services accepted by the District before the date of termination, 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.

**25. 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 its intent to withhold payment to the Contractor because the District contends 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 for goods and/or services accepted by the District before termination 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.

**26. 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 as termination for convenience pursuant to Section 23.0 above and without any other damages or relief.

**27. 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.

**28. 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.

**29. 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.

**30. 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 a writing signed by both parties hereto and approved by the District's governing body, the elected School Board, or its designee pursuant to official board policy. 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.

**31. 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.

**32. 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.

**33. 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).

**34. Forum Selection, 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.

**35. 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.

**36. Approval of the District's Governing Body, the Elected School Board, or its Designee:** 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, or the elected School Board's designee by a formal policy of the elected School Board. The signature of the President of the elected School Board, the Superintendent, the Chief Financial Officer, or any other person purporting to act on behalf of the District is only binding on the District if that person's execution of this Agreement or a subsequent written modification of this Agreement has been authorized by the School Board and/or Board Policy. If it is subsequently determined that this Agreement or any claimed written modification to this Agreement was signed without proper authority from the District's governing body, the elected School Board, then the Contractor agrees that this Agreement or any claimed written modification of this Agreement shall be void and not constitute a binding contract or written modification on the District. Contractor agrees that it may have to repay any and all sums it may receive from the District pursuant to any

alleged contract or alleged written modification of a contract that was not property authorized by the District's School Board.

**37. 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: Sabrina L. Scales  
208 Bull Street, Room 213  
Savannah, Georgia 31401  
Phone: 912-395-5572  
Fax: 912-201-7648

**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]

**38. Interpretation in Connection with Solicitation.** This Agreement and the attached exhibits control over any inconsistent provisions set forth in the solicitation giving rise to this Agreement **RFP 19-63 ETHICS HOTLINE MONITORING SERVICE (ANNUAL CONTRACT)** or any response by Contractor. To the extent this Agreement the attached exhibits are silent on a topic, the provisions in District's solicitation **RFP 19-63 ETHICS HOTLINE MONITORING SERVICE (ANNUAL CONTRACT)**, as amended by any addenda released by the District, shall control.

**39. 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: [Name]  
ITS: [Title]

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

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

**Attachment A: Scope of Services**

[Insert the Scope of Services finally agreed to by the District]

SAMPLE

**Attachment B: Price and Payment Information**

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

SAMPLE