



**Memorandum of Agreement**

**Bid C19-05 Furniture, Fixtures and Equipment (FF&E) – District Wide (Annual Contract)  
(ESPLOST/General Funds)**

This contract is made and entered into by and between, owners and operators of \_\_\_\_\_ herein after referred to as “Vendor” and the Board of Public Education for the City of Savannah and the County of Chatham, 208 Bull Street, Savannah, Georgia 31401, herein after referred to as the “District”. This Contract shall be effective on the last date set forth on the signature page.

**WHEREAS**, the District located in the City of Savannah and the County of Chatham, and State of Georgia, desires to utilize \_\_\_\_\_ to provide various furniture, furnishings and equipment at the prices, terms and conditions as detailed and stated in the solicitation documents and \_\_\_\_\_ response submittal will prevail unless otherwise agreed upon in writing.

**WHEREAS**, \_\_\_\_\_ has represented to the District that it is experienced and qualified to provide the services contained herein and the District has relied upon such representation.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in Bid C19-05 Furniture, Fixtures and Equipment (FF&E) - District Wide (Annual Contract) (ESPLOST/General Funds) and the response submitted by \_\_\_\_\_ which documents are incorporated herein, the parties hereto agree on the following issues:

**1.0 PERFORMANCE PERIOD:**

This contract will be effective for a period of twenty-four (24) months beginning with the last date as set forth on the signature page. The District will not honor or consider any price increases, fuel surcharges, or add-on cost during the performance period. The District reserves the right to renew the contract for two (2) additional one-year periods at the same terms and conditions, if agreed by both parties.

**2.0 TERMS OF PAYMENT & INVOICING:**

Vendor will invoice the District after all furniture, furnishings and equipment have been accepted by the District and/or site administrator. Failure to ship orders in its entirety will prevent payment of invoice; moreover, per the District’s backorder policy, no backorders will be accepted. Payment terms are 2% 10 Net 40. When submitting invoice for payment, Vendor will list the following items on his/her invoice. In addition, Vendor will mail all invoices to the address below.

1. Purchase Order Number
2. Project Name (Bid C19-05)
3. Site Destination
4. Item Description
5. Unit Item Number listed in solicitation
6. Unit Cost per Item

7. Extended Cost per Item
8. Invoice Total
9. Receiving Copies with site signature and acceptance

All invoices will be mailed to:

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

### **3.0 SUBSTITUTIONS:**

Absolutely no substitutions or alternates will accepted or allowed on the items listed below.

### **4.0 QUANTITIES:**

The District will make no guarantee as to the quantities/amounts to be purchased against this Contract Award. Quantities listed in the BID were estimates and intended only as a guide. The District does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated in the BID. Vendor agrees that the prices submitted shall be maintained irrespective of the quantity actually ordered.

Orders will be placed as needed by the individual schools during the contract period. The District's requirements may exceed the quantities identified in the BID and Vendor will be obligated to fulfill all requirements as shown on the purchase orders.

It is anticipated that the unit prices and volume discounts quoted shall apply if purchase requirements dictate that the full measure of a purchase order is not delivered and installed at the same time or to one single address, so as long as the District does not unreasonably burden Vendor by insisting on large numbers of small and separate deliveries and delivery addresses.

If there is a decrease in the price of a product from the manufacturer, or a rebate, Vendor will pass that price decrease and/or rebate onto the District.

The District reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the District.

### **5.0 AUTHORITY:**

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

### **6.0 LIQUIDATED DAMAGES:**

The District will reduce Vendor's invoice in the amount of **\$100.00/PER DAY** for sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Vendor's invoice for failure to provide the services as specified, to include late performance.

In the event of any delayed Work completion and the Vendor's failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Vendor therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

**7.0 CONTRACT CHANGES:**

By written notice to Vendor the District may make changes, within the general scope of the contract.

**8.0 DELAYS AND EXTENSION OF TIME:**

If Vendor is delayed at any time in the progress of providing services by an act or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fires, act of God, unusual by well documented and excusable delays in performance, or other causes beyond Vendor’s control, or by delay authorized by the District, then the contract term of service may be extended by a contract modification for such reasonable time as the District and Vendor may agree.

**9.0 INSURANCE:**

Vendor will procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor his Agents, Representatives, and Employees. The cost of such insurance will be included in Vendor’s RFQ pricing. Prior to the commencement of any work, Vendor will obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers will be named as insured under Vendor’s insurance policy for the duration of the contract term.

- A. Commercial General Liability- Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
- B. Automobile Liability-Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Service Provider will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- C. Worker’s Compensation Insurance- Statutory in accordance with OGCA34-9.
- D. Umbrella Liability- Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

Upon notification of award, Vendor will be given seven (7) days to supply insurance certificates with the District named as certificate holder. Failure to provide proof of insurance coverage will result in rejection of the submitted BID. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

**10.0 AWARDED ITEMS:**

All Furniture, Fixtures, and Equipment will be New. No used, remanufactured, factory seconds, overruns or demonstrations products or items will be accepted. No damages will be recoverable by any challenger as a result of these determinations or decisions by the District. The initial purchases for this contract award will delivered to the following District sites as listed below. Vendor will invoice the District for item(s) as follows:


**11.0 COMPLIANCE:**

Final inspection of all products/services for acceptance or rejection will be made by authorized District representative. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by SCCPSS of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

**12.0 TAXES:**

Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract. Vendor makes no representation whatsoever regarding any tax liability of Vendor or regarding any exemption from tax liability related to this Contract.

**13.0 SAMPLES:**

Upon notification by the District, Vendor will provide, within three (3) days, samples as requested. Samples will be provided at the expense of Vendor.

**14.0 DAMAGES:**

Vendor will be held responsible for, and will be required to make good, at his own expense, any and all damages that are done by or caused by him or his agents in the execution of this contract.

If a Vendor destroys or damages any District equipment they will be responsible for either replacing it with a certified like model, in the same condition, or to replace it with new equipment.

**15.0 CLEANING UP:**

Vendor will keep the premises clean and free from accumulation of waste materials and rubbish. This will be done on a daily basis. At the completion of the work, Vendor will remove all waste materials and rubbish as well as all his tools, equipment, and surplus materials. Vendor is responsible for having trash receptacles available for the removal of all waste materials and rubbish.

**16.0 PROTECTION AND STORAGE OF MATERIALS:**

All FF&E and District property will be protected at all times from damage and defacement of any kind including breakage, scratches, dents, stains, and deformation. Damaged material will not be incorporated in the work and any work or material damaged during installation will be repaired or replaced to the satisfaction of the owner.

**17.0 SUPERVISION:**

Vendor will provide all necessary and sufficient supervision over the work being performed and will be held solely responsible for the conduct and performance of his employees (agents) involved in work under this contract.

**18.0 BACKGROUND CHECKS:**

Vendor will not utilize, in the performance of this contract, any employee who has been convicted of a felony and/or crimes against children. Should there be a reasonable doubt regarding a particular person's suitability, the District reserves the right to request a security/background check. All requests for background checks will be made through the District's Purchasing Department. The Vendor will submit copies of all security/background checks requested within twenty-four (24) hours of a request by the District for such information. Failure to complete and/or to submit any security/background check requested by the District may result in immediate cancellation of the contract. The Vendor will also ensure that all employees adhere to the District's Drug Free Workplace policy.

## **19.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION:**

Vendor is required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual. Please note that all E-Verify numbers must be four-six digits numbers. All forms must be notarized and all affidavits are subject to open records.

## **20.0 CONTRACTOR PERSONNEL:**

All Contractor personnel and/or staff are to present a professional appearance. Personnel will be neat, clean, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a courteous manner while performing work on District property. The following code of conduct will be adhered to by Vendor his agents(s), his sub-contractors, or agents involved in work under this contract.

## **21.0 PERSONNEL CODE OF CONDUCT:**

- A. The qualifications of any "new employee" providing services under this contract must be submitted (in writing) to the District prior to entering District property to provide services. Vendor will submit a list of all employees, including back-up personnel that will be providing services under this contract.
- B. All employees of Vendor will wear a recognizable uniform. No hats will be worn inside the building. All service personnel must carry a picture ID that is issued by the State of Georgia and will present ID to District Staff upon request. This provision will be strictly enforced.
- C. The use of tobacco or tobacco products on District property is prohibited by State law.
- D. Vendor is not permitted to utilize Day Labor or Temporary Workers to provide any services under this contract. This includes any service technicians that are hired prior to this contract award. Failure to comply with this requirement could result in immediate termination of contract with Vendor liable for any liquidated damages and/or forfeiture of Performance Bond.
- E. Vendor or employees of Vendor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
- F. The employment of unauthorized or illegal aliens by Vendor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If Vendor knowingly employs unauthorized aliens, such a violation will also be cause for termination of contract.
- G. Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable District policy regarding Drug Free Workplace be accepted. Violations will be subject to immediate termination of any contract resulting from this solicitation.
- H. No person who has a firearm in their vehicle will be permitted to park on District property. Please Note: If any employee of Vendor or his sub-contractors is found to have brought a firearm on District property, said employee will be terminated from the District contract by Vendor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with Vendor for the District's contract will be terminated. If Vendor fails to terminate said employee, Vendor's agreement with the District will be terminated.

## **22.0 OCCUPATIONAL SAFETY AND HEALTH ACTS:**

Contractors who perform any work under this contract will 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.

## **23.0 ROYALTIES & PATENTS:**

Vendor will pay for all royalties and patents and will defend all suits or claims for infringement on any patent right and will save the District harmless from loss and account thereof.

**24.0 NONDISCRIMINATION CLAUSE:**

The Equal Opportunity Clause as set forth in Section 202 of Executive Order 11246, as amended by Executive Order 111 375, and any subsequent amendments thereto, is hereby incorporated by reference in this contract.

**25.0 DELIVERY AND INSTALLATION:**

There must be "Absolute Inside" delivery and installation of all furniture, fixtures and equipment; accessories and attachments. Installation shall be completed within \_\_\_\_\_ days after delivery of FF&E has been delivered to worksite.

Unless otherwise specified, orders will be shipped F.O.B. Destination with "Inside Delivery" and placement to all listed District sites. Furthermore, all shipments must be unloaded and delivered to the designated receiving areas inside the building by the freight carrier. No tailgate shipments will be accepted.

Since Vendor will be responsible for all freight expenses, the selection of carrier will be determined by Vendor. Please note: There are no loading dock at the sites.

Per District regulations, NO BACKORDERS WILL BE ALLOWED. Orders must be shipped in their entirety. Firms purchasing equipment and supplies prior to the issuance of a purchase order do so at their own risk and the school district will not be held liable. No verbal or faxed orders from district sites will be accepted.

**26.0 WARRANTY:**

Vendor will guarantee the products to be free of defects of material and/or workmanship for a period of at least 12 months from the date of delivery. Any additional warranty offered by Vendor will be provided to the District. If, during the warranty period, any faults develop, the Vendor agrees to replace the unit or part affected without cost to the District. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, Vendor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the District may otherwise have under this contract.

Vendor must provide warranty information for all items noted in the appropriate space on the RFQ Submittal Form. Warranty period begins upon completion of installation at any District location. A 100% no exception warranty is required against defective material, workmanship, or damage in shipping for a minimum of 120 days from acceptance of furniture.

**27.0 INDEMNIFICATION:**

27.1 The Bidder agrees to protect, defend, indemnify, and hold harmless the Savannah Chatham County Public School System, its board members, officers, employees, agents, and attorneys, (collectively the "Indemnitees") from and against any and all liabilities, damages, claims, suits, liens, and judgements of whatever nature, including claims for the injury or death of any person or persons, or damage to property or other rights of any person or persons, to the extent they are caused by the negligence, recklessness, and/or intentionally wrongful conduct of the Bidder, its agents, employees, subcontractors, or others working on the Bidder's behalf. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Bidder. The parties do not intend for this indemnification provision to extend to claims for loses or injuries caused solely by the negligence, recklessness, or intentional misconduct of the Indemnitees.

27.2 The Bidder's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

27.3 Bidder further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the District, at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc. are groundless, false or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Bidder or his sub-contractors or anyone directly or indirectly employed by any of them.

27.4 The Bidders obligation to indemnify the District under this section shall not be limited in any way by the agreed upon contract price or to the scope and amount of coverage provided by any insurance policy maintained by the Bidder including, without limitation to, the insurance required to be maintained by the Bidder pursuant to this solicitation.

## **28.0 CHOICE OF LAW AND VENUE:**

The Laws of the State of Georgia will govern this contract in all respects, exclusive of any of Georgia's choice-of-law rules that would result in the application of the law of another jurisdiction. Under no circumstances will any term or provision of this contract be governed by UCITA, as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract will be brought in a court or other forum of competent subject matter jurisdiction in Chatham County, Georgia, with respect to any state action, and the Southern District of Georgia in Savannah, Georgia, with respect to any federal action. Vendor agrees to waive in advance the defenses of lack of personal jurisdiction or improper venue in any such court. Vendor agrees to pay for SCCPSS costs; including any attorney's fees and expenses of litigation, incurred in any litigation should the District be a prevailing party.

The District will be considered to be a prevailing party if Vendor's lawsuit against the District is dismissed at any time for any reason, including a dismissal without prejudice, or if the District receives a jury verdict in its favor or an appellate decision in its favor.

## **29.0 COMPLIANCE WITH LAWS:**

Vendor will comply with all applicable Federal, State, County, City, and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the work, including but not limited to building codes and permits and/or municipal business licenses, building permits, and other local requirements as applicable.

## **30.0 SUBCONTRACTING:**

Vendor will not subcontract any part of the work to be covered by this contract without the District's prior written approval. All approved contractors and their personnel assigned to this contract will be listed as Attachment A "Personnel Listing" of this document. The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors City/County Business License must be attached.
- Documentation of each sub and sub-subcontractors manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

## **31.0 FISCAL FUNDING:**

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Vendor by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement will terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS will certify to the Vendor the occurrence thereof.

### **32.0 TERMINATION OF CONTRACT FOR CAUSE/DEFAULT:**

If, through any cause, Vendor will fail to fulfill in a timely and proper manner its obligations under this contract, or if Vendor will violate any of the covenants, agreements or stipulations of this contract, Vendor will be in breach of this Contract and the District will thereupon giving written notice of the default to Vendor and allow Vendor seven (7) calendar days from which to cure such default.

After notice, the District will thereupon have the right to terminate for cause the contract by giving written notice to Vendor of such termination and specifying the effective date of termination, at least five (5) days before the effective date of such termination for cause. In that event, and as of the time notice is given by the District, all finished or unfinished services, reports or other materials prepared by Vendor will, at the option of the District, become its property, and Vendor will be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, Vendor will not be relieved of liability to the District for damage sustained by the District by virtue of breach of the contract by Vendor and the District may withhold any payments to Vendor until such time as the exact amount of damages due the District from Vendor is determined.

If the contract is terminated by the District as provided herein, Vendor will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials Vendor covered by the contract, less payments of compensation previously made.

### **33.0 TERMINATION OF CONTRACT FOR CONVENIENCE:**

The District may terminate the contract at any time by giving written notice to Vendor of such termination and specifying the effective date thereof, at least ten (10) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by Vendor under the contract will, at the option of the District, become its property. If the contract is terminated by the District as provided herein, Vendor will be paid an amount as of the time notice is given by the District which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials Vendor covered by the contract, less payments of compensation previously made.

### **34.0 SPECIAL TERMS AND CONDITIONS:**

- A. Bid FF&E Item number (i.e. 9, etc.) and a brief description of the item (i.e. Stack Chair, File Cabinet, Desk, etc.) shall be clearly identified on all shipping labels.
- B. All Unit prices quoted under Bid C19-05 will remain valid for the entire contract award period.
- C. Vendor will accomplish the work in accordance with the contract documents and specifications.
- D. Vendor will deliver all FF&E and provide all services in accordance with the Bid document and specifications.
- E. All installation will be completed by Qualified/Certified technicians.
- F. All installations will be completed within the agreed upon timeframe.
- G. Vendor will complete ALL WORK by the time as listed in this document.
- H. Deliveries may be scheduled through the Project Manager, the CMR and/or authorized District Representative.
- I. Installation to be coordinated through the Project Manager, the CMR and/or authorized District representative.
- J. Any changes in the established dates and times will be provided to Vendor in writing by the District's Purchasing Department.

This contract is written to clarify key issues related to the award of Bid C19-05, Furniture, Fixtures, and Equipment (FF&E) - District Wide - (Annual Contract) (ESPLOST/General Funds). This contract does not supersede or



rescind the provisions set forth in of Bid C19-05, Furniture, Fixtures, and Equipment (FF&E) – District Wide - (Annual Contract) (ESPLOST/General Funds).

**IN WITNESS WHEREOF**, the parties have subscribed their names below.

VENDOR

BOARD OF PUBLIC EDUCATION FOR  
THE CITY OF SAVANNAH AND THE COUNTY OF  
CHATHAM

\_\_\_\_\_  
Representative Name  
Representative Title

\_\_\_\_\_  
Larry O. Jackson  
Chief Financial Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_