



**Contract  
RFP 18-36  
Media Center Print and Non-Print Materials and Support Services  
(Annual Contract)**

This contract is made and entered into on **DATE** ("Effective Date"), by and between, owners and operators of **VENDOR** located at **VENDOR ADDRESS** and the **Board of Public Education for the City of Savannah and the County of Chatham**, 208 Bull Street, Savannah, GA 31401, (hereinafter referred to as "the Board").

**WHEREAS**, the Board located in Savannah and Chatham County, Georgia, desires to utilize **VENDOR** to provide media center print and non-print materials and support services as outlined in RFP 18-36

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in RFP 18-36 Media Center Print and Non-Print and Support Services (Annual Contract) and the response submitted by **VENDOR** which documents are incorporated herein, the parties hereto agree on the following:

**1. 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 in this Contract on behalf of such party.

**2. PERFORMANCE PERIOD**

This agreement shall remain in effect through \_\_\_\_\_. All discounts and pricing shall remain firm through the end of the stated contract period. The district will not honor or consider any price increases, fuel surcharges or add-on cost during the established performance period.

The Board reserves the option to renew this contract for two (2) additional one-year periods at the same terms and conditions if agreed to by both parties.

**3. DELIVERY**

Shipping must be inside delivery to each individual media center as listed on purchase orders issued by our media specialists. A list of our schools is available on the District website at [www.sccpss.com](http://www.sccpss.com).

Each box must be clearly labeled with the following in plain sight on the outside of each shipping container: District's purchase order number, the vendor's invoice number, and the invoice enclosure notification.

Each order must include a packing slip arranged in line item order that matches the original order. Packing slips must show for each title, the number of copies, and should also show author, publisher, unit list price, rate of discount, net unit price, and extended net amount, and book order number/ISBN (if available).

Fill in one shipment all copies of any one individual title ordered at the same time.

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Fill in one shipment an order for a multi-volume set when all volumes were ordered at the same time and all are in print.

**4. TERMS OF PAYMENT & INVOICING**

**VENDOR** will invoice the District after delivery has been completed and 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, the vendor shall mail all invoices to the address below.

1. Purchase Order Number
2. Project Name/Number – RFP 18-36
3. Item Description
4. Unit Cost per item
5. Extended Cost per item
6. Invoice Total
7. Site Destination
8. Hourly Rate and Total Hours Billed
9. Receiving Copies with site signature and acceptance

All invoices should be mailed to:

Savannah-Chatham County Board of Education  
Attn: ACCOUNTS PAYABLE  
208 Bull St., Room 119  
Savannah, GA 31401

**5. SCOPE OF WORK**

**6. PRICING STRUCTURE**

**7. GUARANTEES AND WARRANTIES**

**VENDOR** shall guarantee the products to be free of defects of material and/or workmanship for a period of twelve (12) months from date of original purchase (invoice date is considered date of acceptance), to the District.

If, within the warranty period any defects occur which are due to faulty material and/or services, **VENDOR** at the firm's expense, shall repair or adjust conditions, or replace the material and/or services to the complete satisfaction of the SCCPSS. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of the Savannah-Chatham County Public School System. Any additional warranty offered by the manufacturer shall be provided to the district.

**8. 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

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insurance will be included in VENDOR RFP 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 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 RFP. Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

**9. CONTRACT CHANGES**

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

**10. VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent, or employee of the Board, either before, during, or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained. All changes to this agreement shall be in writing and appended hereto.

**11. INDEMNIFICATION**

VENDOR hereby agrees to indemnify and hold harmless the Savannah-Chatham County Public School District (the "SCCPSS," the "District, or the "Owner"), the Board of Education for the City of Savannah and the County of Chatham (the "Board of Education"), and any Program Manager serving as the Owner's representative for the Project and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent they are caused by the VENDOR, its agents, employees or others working at the direction of VENDOR or on its behalf., or due to any breach of this Contract by the VENDOR, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the VENDOR. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the VENDOR. The parties do not intend for this indemnification provision to extend to claims for loses or injuries or damages caused solely by the negligence of the Indemnitees.

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This indemnification does not extend beyond the scope of this Contract and the work undertaken thereunder. Nor do the parties intend this indemnification provision to require the VENDOR to indemnify the District for claims for attorney's fees and expenses of litigation asserted by the District against the VENDOR for the VENDOR's alleged breach or default under the terms of this Contract, unless the VENDOR 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.

This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

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

**12. CHOICE OF LAW AND VENUE**

The Laws of the State of Georgia will govern this contract in all respects. 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 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 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.

**13. 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.

**14. 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.

**15. 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.

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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.

**16. 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 VENDOR the occurrence thereof.

**17. 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.

**18. TERMINATION OF CONTRACT FOR CONVENIENCE**

The Board 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 shall, at the option of the Board, become its property. If the contract is terminated by the Board as provided herein, VENDOR will be paid an amount as of the time notice is given by the Board 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.

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This contract is written to clarify key issues related to the award of RFP 18-36 Media Center Print and Non-Print Materials and Support Services (Annual Contract). This contract does not supersede or rescind the provisions set forth in RFP 18-36.

**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

_____ Name	_____ DATE	_____ Larry O. Jackson	_____ DATE
_____ Title		_____ Chief Financial Officer	