





Cardinal Frenzy Fun Run & Block Party Vendor Packet

-  **Location:** Osborne High School, 2451 Favor Road, Marietta, GA 30060
-  **Date:** Saturday, March 8, 2025
-  **Time:** 10:00 AM – 1:00 PM (Setup begins at 8:00 AM)
-  **School Contact:** 770-437-5900



Vendor Participation Details

- **Vendor Table Cost:** \$25 *per table* (non-refundable)
- **Provided:** 1 – 6' table, 2 chairs
 - Vendors must bring additional tables & chairs if needed, and display materials
- **Food Truck Participation:** No table fee, however, 10% of total profits from the event must be donated back to Osborne for the American Heart Association.
 - Food trucks must comply with local health and safety regulations
- **Vendor Setup & Breakdown**
 - **Setup/Breakdown Time:** Begins at 8:00 AM / Must be completed by 2:00 PM
 - **Cleaning:** Vendors are responsible for cleaning their assigned space

Payment & Registration

- All vendor fees must be paid *in advance* to secure a spot
- **Payment:** Direct to American Heart Association using this link: <https://myhrt.org/3f4fu>
- **Registration deadline:** February 24, 2025

Vendor Requirements & Guidelines




- ✓ All vendors must complete and submit the attached Performance Contract (FS-213)
- ✓ Osborne High School reserves the right to decline vendors that do not conform to CCSD policies
- ✓ No sales of prohibited or illegal items
- ✓ No smoking, alcohol, or drugs allowed on school premises
- ✓ Vendors are responsible for their own insurance and liability coverage

How to Apply

1. Complete the **Vendor Registration Form Link** (attached):
<https://forms.office.com/r/YwYynyxQnr> (or scan QR code →)
2. Read and Sign the **Performance Contract** (FS-213) attached
3. Submit **Payment** & Required Forms by February 24, 2025
4. Receive Confirmation – A confirmation email will be sent once registration is processed





Vendor Registration
QR Code

-  Submit Performance Contracts to: Lorraine.Burnett@cobbk12.org
-  Submit Payment to: <https://myhrt.org/3f4fu> (or scan QR code →)
-  Questions? Contact: Yoana Banuelos at 770-437-5900



American Heart
Association
Payment Link

Attachments

-  Vendor Registration Form Link: <https://forms.office.com/r/YwYynyxQnr>
-  Performance Contract (FS-213) – Required for All Vendors: <https://tinyurl.com/CardinalFrenzy>

**Thank you for your participation! We look forward to an exciting and successful
Cardinal Frenzy Fun Run & Block Party! 🎉**

PERFORMANCE CONTRACT COVERSHEET

INSTRUCTIONS FOR CONTRACT ORIGINATOR

The contract originator should complete the following sections of the Performance Contract Coversheet:

- Check the applicable Contract threshold or Exemption to Full and Open Competition
- Sign and Date
- Save all supporting documentation to your files

The contract originator should complete the following sections of the contract:

- Department/School Name
- Answer the Cobb County School District Question
- Description and Dates of Service
- Payment schedule
- Total Contract Amount Not to Exceed
- General Ledger (G/L) Account or Student Activity Account Number

The contract originator should verify all required information has been completed by the contractor, including:

- Taxpayer Information and the contractor has signed the contract
- If applicable, attach a Statement of Work/Scope of Services as Exhibit to the Agreement
- ***If the total contract amount exceeds \$2,499.99 then contractor must provide executed Georgia Immigration and Compliance Act Documents and Affidavits. (See page 7 of Performance Contract)***

PLEASE NOTE:

- Multiple Performance Contracts must not be submitted in lieu of a single agreement for the purpose of avoiding signature, purchasing and/or solicitation process requirements.
- No additional terms and conditions from the vendor may be attached to the Performance Contract without advance review and approval by legal.

CONTRACTS PAID WITH LOCAL SCHOOL ACTIVITY FUNDS

- Contracts of \$25,000 or more must have the designated signatures based on the total contract value.
- Once all required signatures have been obtained, forward the completed contract to the school Bookkeeper.

CONTRACTS PAID TOTALLY WITH SPLOST FUNDS

Forward a copy of completed contract with all required signatures to Capital Projects Finance.

CONTRACTS PAID WITH COUNTY FUNDS

- Forward copy of completed contract with all required signatures to Financial Services, Attention: Accounts Payable
- Upon receipt of a properly completed FS-213 with appropriate Contractor, Originator and Department Head signatures, Accounts Payable will enter the contract into Munis and release it into the workflow for the appropriate electronic approvals based on the noted thresholds below. The contract Originator will receive a notification in Munis upon final approval and can obtain a copy of the numbered contract within Munis Tyler Content Manager. The Originator is responsible for printing additional copies as needed. Do NOT prepare more than one original copy to avoid possibility of duplication.

CONTRACTS PAID WITH COUNTY FUNDS MUNIS WORKFLOW APPROVAL THRESHOLDS	
\$25,000 to \$200,000	Over \$200,000
<ul style="list-style-type: none"> • Assistant Superintendent • Executive Cabinet Member • CFO 	<ul style="list-style-type: none"> • Assistant Superintendent • Executive Cabinet Member • CFO • Superintendent (or designee) • Procurement Services Director

- This FS-213 Performance Contract is used to encumber funds for future payment. Payment will be made only after Financial Services receives a completed FS-212A, Contract Remittance, form and invoice. Use of an FS-118, County Request for Check, is not acceptable for paying performance contracts.
- No prepayments are allowed when using County funds, including Performing Arts Contracts. Payment is made upon completion of the service. For services performed over a period greater than one month, bi-weekly or monthly payments may be made for services performed during that period.

PERFORMANCE CONTRACT COVERSHEET

<input checked="" type="checkbox"/> (v) Check applicable box below		Purchasing procedures and forms are on the Procurement Services SharePoint Page https://cobbk12org.sharepoint.com/sites/ProcurementServices Under the Form Bank and Documentation link
<input type="checkbox"/>	1 Contract from \$0 to \$9,999.99	Purchase may be made using your best judgement or if applicable a Purchasing IFB, RFP or RFQ # #
<input type="checkbox"/>	2 Contract from \$10,000 and over	Must reference a Purchasing IFB, RFP or RFQ # #
<input type="checkbox"/>	3 Exceptions to Full and Open Competition (v) Check applicable box below to identify the reason for Exception to Full and Open Competition <i>See Purchasing Regulation, chapter VII for more information on Exceptions to Full and Open Competition.</i>	
<input type="checkbox"/>	Sole or Single Source	When the item(s)/service is only available from one responsible source. Purchase must have prior approval from Procurement Services. An approved <u>Sole/Single Source Justification Form</u> must be attached.
<input type="checkbox"/>	Emergency Requirement	When the urgent need for supplies or services will not permit a delay resulting from a competitive solicitation and the school or school system could be seriously injured.
<input type="checkbox"/>	Academic Prerogative	(Do not use if the purchase is using Grant/Federal Funds) Contracted services or academic materials i.e. books, posters, displays, games or art materials are needed for compatibility/continuity with existing curriculum programs or to meet state/federal requirements can be selected from a source at the discretion of an educational professional in the performance of teaching duties. Contracted staff development/professional learning services, training and consultative services can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the school principal or appropriate department or division head. Contracted services for guest performers and other performing arts experts to provide performances, workshops and/or other instructional services can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the educational professional. No special authority is necessary unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Academic Officer, along with the Senior Executive Director, Business Services, shall be the determining authorities for such a challenge.
<input type="checkbox"/>	Small Purchase/ Academic Prerogative \$10,000 - \$250,000	(This can only be used if the purchase is using Grant/Federal Funds) Can be cited when academic materials/services are selected at the discretion of an education professional. It can also apply to guest performers, instructional services, or professional development. Federal regulations require 2 price quotes to be obtained from qualified sources. Quotations must be uploaded into Munis.
<input type="checkbox"/>	Venues, Products and Services for Student and Staff Activities	(Do not use if the purchase is using Grant/Federal Funds) The selection of venues, products and services for some student activities/products, including but not limited to field trips, homecoming, prom and graduation activities does not lend itself to the competitive procurement processes utilized by the District. Venues, products and services for staff activities including, but not limited to, meetings, speakers, luncheons, hospitality events are excluded from the competitive process as well. No special authority is necessary unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Technology & Operations Officer, along with the Senior Executive Director, Business Services, shall be the determining authorities for such a challenge.
<input type="checkbox"/>	Professional Services	(Do not use if the purchase is using Grant/Federal Funds) Contracted professional services including, but not limited to, architectural, engineering, consultative or advisory services selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the applicable Department Head. The Department Head will negotiate fees in compliance with state law when applicable. For fees for services not governed by state law, the Department Head will utilize industry standards and market conditions in negotiating fees. No special authority is necessary unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Technology & Operations Officer, along with the Senior Executive Director, Business Services, shall be the determining authorities for such a challenge.
<input type="checkbox"/>	Charter Bus Services	(Do not use if the purchase is using Grant/Federal Funds) Charter bus services are procured in some cases for off-site student events such as, but not limited to, field trips, athletic, music, academic or other events and competitions. Student safety is the primary concern in such instances. Therefore, charter bus services are excluded from the formal competitive solicitation process. CCSD Risk Management will maintain a list of carriers that have been pre-approved for liability purposes. Charter bus services utilize a separate agreement.
<input type="checkbox"/>	Federal Awarding Agency Approval	(This can only be used if the purchase is using Grant/Federal Funds) The Federal awarding agency or pass through entity expressly authorizes non-competitive proposals in response to a written request from CCSD.
<input type="checkbox"/>	Inadequate Competition	(This can only be used if the purchase is using Grant/Federal Funds) After solicitation of a number of sources, competition is determined inadequate. A solicitation/bid number must be entered on the purchase order/performance contract if this exception is used.
<input type="checkbox"/>	School Safety Operations/ Police Department	(Do not use if the purchase is using Grant/Federal Funds) Products and services related to safety and security can be selected at the discretion of a safety/security professional. No special authority is necessary unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Technology & Operations Officer, along with the Senior Executive Director of Business Services, shall be the determining authorities for such a challenge.

ORIGINATOR (CCSD Representative)

Originator's signature certifies the contract is not being split and submitted via multiple contracts to avoid signature, purchasing, and/or solicitation process requirements; and that all School District purchasing/solicitation processes have been followed.

Originator Signature Required and Print Name

Date

Title

Phone #



FINANCIAL SERVICES DIVISION
P. O. BOX 1288 / MARIETTA, GA 30061

Financial Services Use Only

#

Contract Number

PERFORMANCE CONTRACT

This contract is used for the performance of services paid from either:

Central Office/County Funds

Local School Allotment Funds

Student Activity Funds

THE SCHOOL DISTRICT DEPARTMENT OR LOCAL SCHOOL INITIATING THIS AGREEMENT:

Department / School Name: Osborne High School

Has contractor received a Cobb County School District paycheck anytime during the current calendar year for work as an employee, temporary employee, substitute or supply teacher? ☐ YES ☒ NO If YES, contractor must be paid through supplemental pay unless incorporated.

This section is a substitute IRS W-9 form

Request for Taxpayer Identification Number and Certification

TO BE COMPLETED BY CONTRACTOR

1 NAME (as shown on your W-9 & income tax return). Name is required on this line; do not leave this line blank.

2 BUSINESS NAME/DISREGARDED ENTITY NAME, if different from above

3 CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION: (Check only one of the following six boxes)

☐ Individual/sole proprietor or single-member LLC

☐ Partnership

☐ C Corporation

☐ Trust/estate

☐ S Corporation

☐ Limited liability company. Enter the tax classification

☐ Non-Profit Corporation

(C=C corporation, S=S corporation, P=partnership) _____

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box above for the tax classification of the single-member owner.

4 ADDRESS (Number, Street, and Apartment or Suite Number)

5 CITY, STATE, AND ZIP CODE

Taxpayer Identification Number (TIN)

ENTER YOUR TIN IN THE APPROPRIATE BOX.

The TIN provided must match the name given in section 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is your employer identification number. For a resident alien, sole proprietor, or disregarded entity, see instructions on the IRS W-9 form.

Social Security Number

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Employer Identification Number

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THE CONTRACTOR AGREES TO PERFORM THE FOLLOWING SERVICES: ☐ Statement of Work/Scope of Services attached as Exhibit to Agreement
 (Detailed Description of services to be performed)

Food Truck for Cardinal Fun Run/Block Party/Senior Spotlight

DATES OF SERVICE: Enter the duration of the contract expressed in hours, days, etc. as applicable and in conformance to the nature and description of services to be performed. The completion date must be clearly stated.

FROM:
Begin Date

2-4-25

TO:
Completion Date

6-30-25

PAYMENT SCHEDULE: Describe the method by which the TOTAL CONTRACT AMOUNT will be paid: i.e. payment in full upon completion of services, specified payment amounts on specified dates, etc.: **No payment due**

TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$ 0

If amount exceeds contracted amount:
 FS-213 MOD is required to be completed.

									00000
FUND	FACILITY	FUNC	PROG	COST CTR	RESP	LEVEL	OBJECT	FUTURE	

GL

OR

5116

STUDENT ACTIVITY ACCOUNT NUMBER
 if paid with Student Activity Funds

Signature of Budget Administrator for Above General Ledger Account

Signature of Bookkeeper

Performance Contract Terms and Conditions

CONTRACTOR SHALL BE KNOWLEDGEABLE OF AND ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, REQUIREMENTS, POLICIES, AND RULES IN THE PROVISION OF THESE SERVICES, INCLUDING, IF ANY, REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL OR STATE GRANT FUNDS.

PARTIES:

This Performance Contract (the "Agreement") is entered into by and between the individual or business entity (hereinafter the "Contractor") indicated on the first page hereof and the Cobb County School District (hereinafter, the "School District"), located at 514 Glover Street, Marietta, Georgia 30060. Contractor represents that he, she or it has the full legal power and authority to enter into this Agreement and has the appropriate licenses (if applicable) or other qualifications to perform the services set forth in this Agreement ("Services").

SERVICE LOCATION:

The Services identified in this Agreement will be provided at the location(s) indicated in this Agreement.

FEES:

The School District shall pay Contractor the amounts indicated in this Agreement according to the terms of this Agreement. The School District shall not be obligated to pay or agree to anything that (a) violates the prohibition against a pledge of credit by the School District, or (b) requires the School District to expend funds for purposes other than educational purposes, or (c) constitutes a waiver of the School District's sovereign immunity, or (d) requires the School District to pay interest, collection fees, penalties or liquidated damages; or (e) constitutes an illegal gratuity or (f) requires School District indemnification of Contractor.

TERM:

The term of this Agreement shall be for the service period indicated in this Agreement. This Agreement is subject to the termination provisions as set forth herein.

INDEPENDENT CONTRACTOR:

Neither Contractor nor any of its employees or agents shall be deemed to be employees or agents of the School District, it being understood at all times that Contractor is an independent contractor for all purposes and at all times and that Contractor shall have no right, power or authority to act or create any obligation, whether express or implied, on behalf of the School District. Contractor shall, at its own and sole expense, comply with all federal, state and local laws, rules and regulations that are now or may in the future become applicable to Contractor, Contractor's business or Contractor's personnel engaged in the Services covered by this Agreement including, but not limited to, the withholding and payment of all federal, state and local income and/or sales taxes, Social Security, unemployment, sickness, disability, workers' compensation (note exception below) and other payroll taxes with respect to its employees, including contributions from them when and as required by law. Contractor shall provide all of the tools, materials, equipment and other business items necessary to perform the Services. Contractor shall be solely responsible for paying, and shall pay, all of its own expenses, debts, accounts, obligations, liabilities, employees, taxes and fees incurred by it in the performance of the Services hereunder.

NOTE: Exception to above - for Law Enforcement personnel only, Worker's Compensation Insurance is provided by the School District.

GOVERNING LAW; JURISDICTION:

This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to its conflict of laws provisions, and the parties hereto irrevocably consent to the exclusive jurisdiction and venue of the Superior Court of Cobb County, Georgia with respect to any state law claims and the United States District Court for the Northern District of Georgia with respect to any federal claims arising out of this Agreement or related to the Services provided hereunder.

ENTIRE AGREEMENT:

This Agreement, together with the exhibits and documents attached hereto (if any), represents the entire agreement between the parties and supersedes and replaces all prior oral and written proposals, communications, and agreements with respect to the subject matter hereof. This Agreement may only be amended in writing, executed by the parties hereto. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any exhibits, then this Agreement shall control.

NON-ASSIGNMENT:

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by Contractor without the prior written consent of the School District, and any purported assignment shall be null and void.

TERMINATION:

The School District may terminate the Agreement at any time and for any reason (or no reason), and without penalty, upon thirty (30) days' written notice to Contractor. Further, and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling the School District's obligations hereunder, the School District may terminate this Agreement, without penalty, upon thirty (30) days' written notice to Contractor. The School District and Contractor may terminate this Agreement at any time upon their mutual consent.

Performance Contract Terms and Conditions

TAXES:

The School District is a tax-exempt entity and shall not, under any circumstance, be liable for the payment of any taxes.

HOLD HARMLESS:

To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold the School District, the Cobb County Board of Education, its officers, board members, and employees harmless from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, attorneys' fees and costs), due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on its behalf; or due to any breach of this Agreement by Contractor; or due to the application or violation of any pertinent Federal, State, or local law, rule, or regulation by Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on its behalf. This provision shall survive termination of this Agreement.

NOTE: Exception to above - for Law Enforcement personnel and Georgia public entities only, the Hold Harmless provision in this Agreement does not apply.

LIMITATION OF LIABILITIES:

Except for the obligation of the School District to pay Contractor pursuant to the terms of this Agreement, the School District shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

COMPLIANCE WITH SCHOOL DISTRICT POLICIES:

Contractor shall, at all times during the term hereof and during the performance of Services hereunder, comply with the School District's policies, procedures, regulations, and directives, as modified from time to time.

ATTORNEYS' FEES:

Should the School District be the prevailing party in any legal action with Contractor arising out of this Agreement or the Services performed hereunder, then in such event, the School District shall be entitled to recover its reasonable attorneys' fees and costs from Contractor. The School District shall be considered a prevailing party if: (i) any lawsuit filed against it results in a dismissal, judgment, jury verdict, or appellate decision in its favor, or (ii) it substantially prevails on any claims brought by it against the Contractor.

NOTE: Exception to above - This provision does not apply to Georgia public entities.

NOTICE OF DEFAULT:

If there is a default event caused by the Contractor, the School District shall provide written notice to the Contractor requesting that the breach or non-compliance be remedied within the period of time specified in the School District's written notice to the Contractor. If the breach or non-compliance is not remedied within the period of time specified in the written notice, then the School District may:

- Immediately terminate the Agreement without additional written notice; and/or
- Procure substitute goods or services from another source and charge the difference between the Agreement and the substitute contract to the defaulting Contractor including without limitation offsetting amounts owed by the School District to the Contractor by such charges; and/or,
- Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

Termination upon Assignment or Change in Control. In the event Contractor attempts to assign this Agreement to a third-party, or in the event, Contractor changes control, the School District shall have the right, in its sole discretion, to terminate the Agreement immediately upon written notice.

Performance Contract Terms and Conditions

TERMINATION FOR CAUSE:

The occurrence of any one or more of the following events shall constitute cause for the School District to declare the Contractor in default of its obligations under the Agreement:

- The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the School District's satisfaction, any material requirement of the Agreement, including, but without limitation, the express warranties made by the Contractor;
- The School District determines that satisfactory performance of the Agreement is substantially endangered or that a default is likely to occur;
- The Contractor fails to make substantial and timely progress toward performance of the Agreement;
- The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business, or the School District reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Agreement;
- The Contractor has engaged in conduct that has or may expose the School District to liability, as determined in the School District's sole discretion; or
- The Contractor has infringed on a patent, trademark, copyright, trade dress or any other intellectual property rights of a third party.

ADDENDUM TO TRAVEL CONTRACTS:

With respect to travel contracts only (e.g. student field trips), the School District acknowledges and agrees that all or a portion of the prepaid deposits may be non-refundable if the travel contract is terminated before the travel date by the School District. Supplier agrees to and shall clearly disclose, in advance and in writing, the dates on which such prepaid deposits become nonrefundable, and shall include travel insurance options for purchase by students or their legal guardians to insure against loss of deposits due to contract termination by the School District or trip cancellation. Any travel contract, which is terminated by the School District, may be rescheduled at the option of the School District on the same material terms as contained in the terminated travel contract, provided the new travel start date is within twelve (12) months of the original travel start date.

INSURANCE REQUIREMENTS:

Contractor shall provide the insurance required below for the duration of the Agreement, including any extensions thereto, and until the Services have been completed to the School District's satisfaction.

- 1) **Comprehensive General Liability Insurance:** The Contractor shall procure and maintain comprehensive liability insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit.
- 2) If the use of a Contractor-owned vehicle is involved in the provision of Services, Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit.
- 3) **Worker's Compensation:** Contractor shall procure and maintain Worker's Compensation Liability Insurance as required by Georgia law.

NOTE: Exception to above- These insurance requirements are for entities only (corporation, partnership, non-profit corporation, limited liability corporation). Individuals must submit evidence of coverage, if any exists, to the School District.

Performance Contract Terms and Conditions

CONTRACTOR EMPLOYEES ON SCHOOL DISTRICT PROPERTY:

- 1) All employees, agents and subcontractors of Contractor working on School District property must wear ID (preferably photo ID), be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be, including without limitation criminal background checks. All of Contractor's employees shall conduct themselves in a professional manner and should not give the appearance of fraternizing with staff or students.
- 2) To the extent Contractor or its subcontractors comes into contact with any student data or information, Contractor or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and the Family Educational Rights and Privacy Act, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the Services contemplated in this Agreement.
- 3) Contractor shall provide and institute necessary security measures to prevent **unauthorized** access to any and all computer networks and Proprietary Information, trade secrets, or Student Information of the School District by any of its employees or agents, and Contractor shall be liable and financially responsible for any and all security breaches of School District information in its possession.
- 4) **THE SCHOOL DISTRICT IS A DRUG FREE WORKPLACE** - by entering into this Agreement, Contractor agrees that its employees, agents, and subcontractors will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of alcohol or a controlled substance or drugs on School District property at any time.
- 5) **THE SCHOOL DISTRICT IS A SMOKE FREE WORKPLACE** - by entering into this Agreement, Contractor agrees that its employees, agents, and subcontractors will not use tobacco products or electronic nicotine delivery systems on School District property at any time. The use of electronic nicotine delivery systems (e.g., e-cigarettes, e-cigars, e-hookahs, e-pipes and other forms of what is commonly referred to as "vaping") shall be prohibited at all times.
- 6) The School District reserves the right to request the removal of any of Contractor's employees, agents, or subcontractors from the School District's property.

PUBLICITY:

The Contractor shall not advertise or publicly announce information relating to the existence or details of this Agreement or use the School District's name in any format for any promotion, publicity, marketing, or advertising purpose without the prior written consent of the School District.

PRESENTATIONS:

All presentations, PowerPoint slides, and materials for District students and staff must be reviewed by the requesting school/department at least five business days prior to the presentation date. Failure to do so may result in cancellation of the Agreement. Contractor agrees to follow all current School District policies and District Administrative Rules. Further, Contractor acknowledges that District employees are required to follow District Administrative Rule IKB-R Controversial Issues and IFAA-R Instructional Resources Selection and Acquisition. As a Contractor of supplemental curriculum products, Contractor acknowledges and agrees that it has reviewed the current version of IKB-R and IFAA-R, and nothing in its products will impede or prevent District employees from full compliance with IKB-R and IFAA-R in their classrooms. If the presentation violates a District policy or regulation, the District representative will request modifications to bring the presentation and materials into compliance or cancel the Agreement.

Performance Contract Terms and Conditions

WARRANTY AND SUPPORT REQUIREMENTS:

The School District is not waiving, amending, or abridging any warranty rights/contractual rights provided to the School District under state or federal law. The School District is not bound by any terms or conditions in any Contractor's contract, packaging, invoices, service catalogue, brochure, technical datasheet or another document that attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in addition to the School District's contractual rights as provided herein and/or under state or federal law. In addition to the foregoing warranty and contractual rights of the the School District, the Contractor further warrants and agrees as follows:

- Any good(s) purchased under this Agreement will be defect-free in materials and workmanship and be of the quality, size and dimensions ordered. This express warranty shall not be waived because of acceptance of the goods or payment thereof by the School District.
- For Goods: Upon request by the School District, the Contractor further agrees to immediately correct, without charge to the School District, any defects in the goods, which develop during the life of the warranty after acceptance and payment by the School District. Contractor further agrees to indemnify the School District against damages of any sort resulting from faulty workmanship or materials by Contractor while performing any warranty or guaranty work hereunder (or by any third party performing such work for and on behalf of Contractor). Any goods or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as goods initially delivered. Contractor is fully aware of the School District's business requirements and intended uses of the product(s) and warrants that the product(s) shall be fit for such intended uses.
- The School District shall give written notice to the Contractor of any breach of warranties in this section and such notice shall contain information concerning the deficiencies found, the location of the nonconforming good(s), and the quantity involved, including the School District's notification of the remedy for the non-conforming or defective good(s).

NON-COLLUSION:

Contractor certifies that its proposal, bid, or offer is made without any prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal, bid, or offer for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of Federal and/or state law and can result in fines, prison sentences, and civil damage awards.

FORCE MAJEURE:

Neither party shall be liable or responsible to the other party, nor deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of such Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control including, without limitation, Acts of God, flood, earthquake, fire, explosion, global pandemic, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, governmental order or law, actions, embargoes or blockades, strikes, labor stoppages or slowdowns. The impacted party shall promptly give notice within five (5) days of the occurrence of any such event to the other party which shall identify the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such event are minimized and shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. The School District may revise/stop Services and/or deliveries while school(s) are closed and will not be held responsible for any payment for Services not provided or Items not delivered.

NON-DISCRIMINATION:

The School District does not discriminate on the basis of race, sex, religion, color, national origin, age, disability, or any other basis prohibited by law in any educational programs or activities or in its employment practices and policies. Contractor warrants that it will not discriminate or retaliate against any employee or applicant for employment on any basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor shall not engage in any unlawful discrimination, retaliation, or harassment, including sexual harassment, while on School District premises.



SIGNATURES

ALL REQUIRED SIGNATURES must be obtained prior to commencement of Services. Signature of Principal/Central Office Department Head does not constitute an executable contract until all required signatures are obtained according to Cobb Board of Education Policy and Cobb County School District Financial Procedures.

*****OBTAIN THE CONTRACTOR SIGNATURE BEFORE ANY OTHER SIGNATURES*****

CONTRACTOR (Individual or legal designee of Contractor)

Return all documents to School District Originator.

By signing this Agreement, the Contractor certifies, under penalty of perjury, that:

1. The Contractor's TIN provided is correct; and
2. The Contractor is not subject to backup withholding because: (a) I am exempt from withholding; (b) I have not been notified by the IRS of failure to report interest and dividend income; or (c) the IRS has notified me I am no longer subject to withholding; and
3. The Contractor is a U.S. person to include: (a) a U.S. citizen or U.S. resident alien, (b) a partnership, corporation, company, or association organized in the U.S. or under the laws of the U.S., (c) an estate, or (d) a domestic trust.
4. The Contractor has read page 6 and completed all required forms in order to comply with the Georgia Security and Immigration Compliance Act.
5. The Contractor certifies compliance with the stated Terms and Conditions.

Contractor Signature

Date

Title

Phone #

PRINCIPAL / CENTRAL OFFICE DEPARTMENT HEAD

Principal / Central Office Department Head signature required for the school / central office department initiating the contract.

Signature and Print Name

Date

Title

Phone #

CONTRACTS PAID WITH LOCAL SCHOOL ACTIVITY FUNDS ONLY

\$25,000 to \$200,000

Level Assistant Superintendent

Date

Chief School Leadership Officer (or designee)

Date

CFO

Date

Over \$200,000

Level Assistant Superintendent

Date

Chief School Leadership Officer

Date

CFO

Date

Superintendent (or designee)

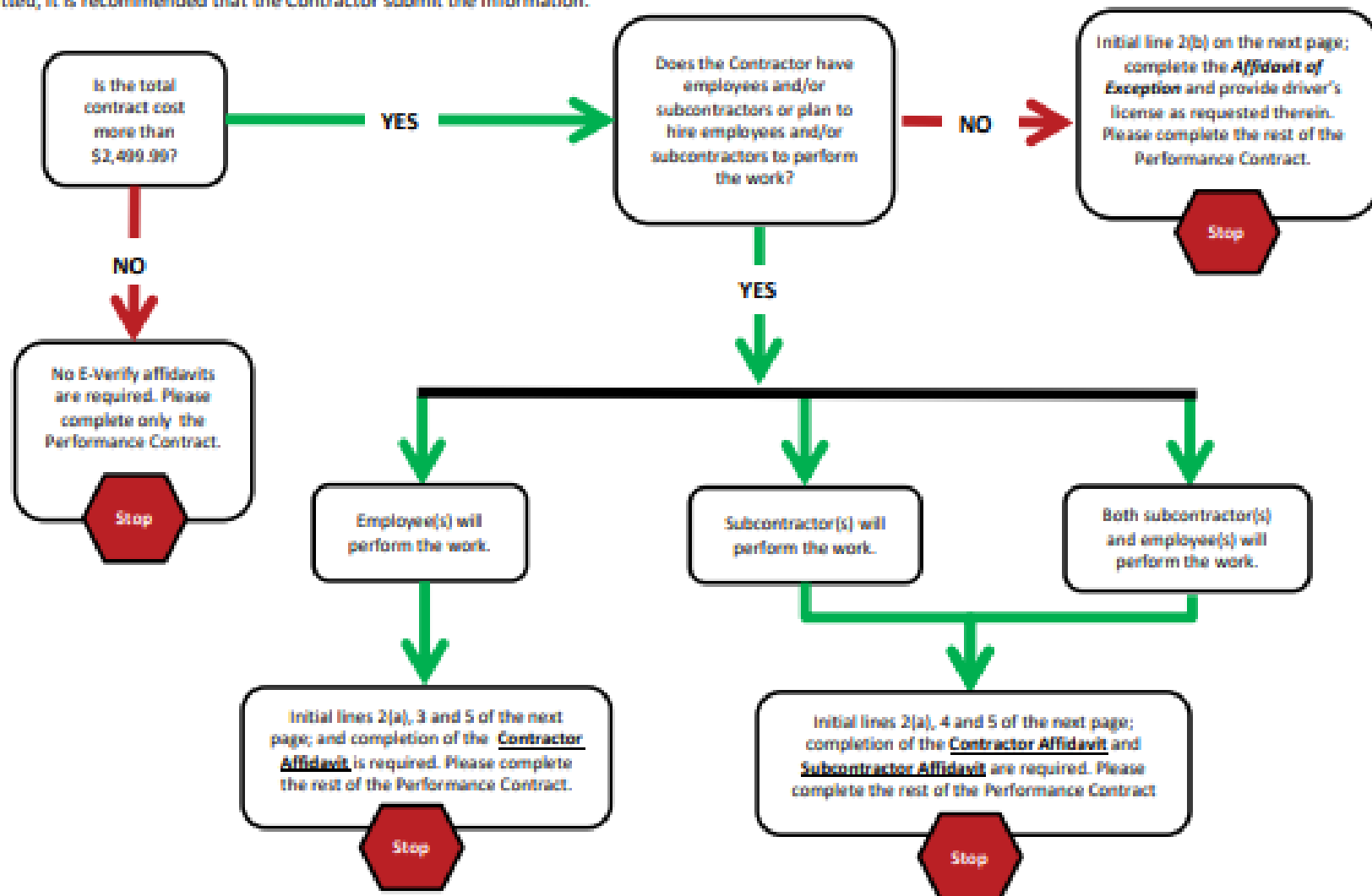
Date

Procurement Services Director

Date

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS**Determine how to comply with the GA Security & Immigration Compliance Act**

This section of the Agreement is related to the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq. The chart below may assist the Contractor in determining which affidavit(s) must be provided as a provision of entering into this Agreement. If in doubt as to whether a document should be completed and submitted, it is recommended that the Contractor submit the Information.



GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006, AS AMENDED BY THE ILLEGAL IMMIGRATION REFORM ACT OF 2011, OCGA 13-10-90, ET SEQ.

TO ALL PROSPECTIVE CONTRACTORS:

If you are providing services to the Cobb County School District, this completed document, as well as the applicable Georgia Security and Immigration Compliance forms and affidavits referenced herein must be completed, signed, notarized, and submitted with your bid, proposal, quote, or contract.

- 1) The Cobb County School District shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 *et seq.*
- 2) In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act of 2006, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 *et seq.* (collectively the "Act") the contractor ("Contractor") **MUST INITIAL** the statement applicable to Contractor below:
 - (a) **(Initial here)** Contractor represents and warrants that Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; and will continue to use the authorization program throughout the contract period. Contractor further represents, warrants and agrees that it shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 *et seq. in accordance with the terms thereof*; **(Complete and submit the Contractor Affidavit and Agreement)**; OR
 - (b) **(Initial here)** The Contractor is a sole proprietor with no employees, subcontractors, or sub-subcontractors, and it will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for the District under the contract. **This requires submission of a Georgia driver's license or a license from an approved state. (Complete and submit the Affidavit of Exception)**; OR
 - (c) **(Initial here)** The Contractor will provide **goods only** to the District and will not render any services to the District. If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify. **(Complete and submit the Affidavit of Exception)**; OR
 - (d) **(Initial here)** The Contractor is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country. Contractor must comply with any other laws required to perform services in the United States, including but not limited to having an appropriate visa. **(Complete and submit the Affidavit of Exception)**; OR
 - (e) **(Initial here)** The Contractor is an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; whose license is in good standing, and the Contractor is the individual who will be performing the services under the contract. **(Complete and submit the Affidavit of Exception)**
- 3) **(Initial here)** **Contractor will not employ or contract with any subcontractor** in connection with a covered contract unless the subcontractor is registered, is authorized to use, and uses the federal work authorization program and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 *et seq.*
- 4) **(Initial here)** Contractor covenants and agrees that, **if Contractor employs or contracts with any subcontractor** in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, then in such event Contractor will secure from each subcontractor at the time of the subcontract, the subcontractor's name and address the employer identification number/taxpayer identification number applicable to the subcontractor; the date the authorization to use the federal work authorization program was granted to subcontractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor's agreement not to contract with subcontractors unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 *et seq.* **(Complete and submit the Subcontractor Affidavit and Agreement)**
- 5) **(Initial here)** Contractor agrees to provide the Cobb County School District with all affidavits of compliance as required by the Act and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08 within five (5) business days of its receipt of any such documents.

Company Name: _____

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS
CONTRACTOR AFFIDAVIT PROVIDED PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify public employer Cobb County School District in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contractor's contract with Cobb County School District;
- e) The Contractor will subcontract for the performance of services in satisfaction of such contract only with subcontractors who complete, sign, notarize, and present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c) prior to beginning the performance of services;
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to public employer Cobb County School District within five (5) business days of receipt.

**EEV #/Federal Work
Authorization User
Identification Number**

Date of Authorization

Name of Contractor

Email Address

Name of Project/Contract

Telephone Number

Name of Public Employer Cobb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent of Contractor

Printed Name and Title of Authorized Officer or Agent

NOTARY INFORMATION

Subscribed and Sworn before me this the _____ day

of _____, 20_____.

Notary Public Signature

My Commission Expires: _____

PPAB 10995885v2

Affix Notarial Seal Here

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT DOCUMENTS

AFFIDAVIT OF EXCEPTION PURSUANT TO O.C.G.A. § 13-10-91(b)(5)

The undersigned, in connection with a proposed contract or subcontract with the Cobb County School District (the "School District") for the physical performance of services in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that I am exempt from providing a Contractor Affidavit of E-Verify Compliance to the School District pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

- (a) I am a sole proprietor with no employees, subcontractors, or sub-subcontractors, **and** I will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for the School District;

In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license. If you do not have a Georgia license, please see:

https://law.georgia.gov/sites/law.georgia.gov/files/related_files/site_page/List%20of%20States.pdf for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.

If at any time hereafter I determine that I will need to hire employees to satisfy or complete the physical performance of services under the Contract, then before hiring any employees, I will:

- (i.) Immediately notify the School District and all higher tier contractors (if any) in writing; and
- (ii.) Register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-90; and
- (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.01 *et seq.*

OR

- (b) The Contractor will provide goods only to the District and will not render any services to the District. If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify;

OR

- (c) The Contractor is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country;

OR

- (d) The Contractor is an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; whose license is in good standing, and the Contractor is the individual who will be performing the services under the contract.

 Print Company Name / Name of Sole Proprietor

 Name of Project/Contract

 BY: Signature of Authorized Officer/Agent of Company/Sole Proprietor

 Date

NOTARY INFORMATION

Subscribed and Sworn before me this the _____ day

of _____, 20_____.

 Notary Public Signature

My Commission Expires: _____

Affix Notarial Seal Here