



COBB

**ONE TEAM. ONE GOAL.
STUDENT SUCCESS.**

PROCUREMENT SERVICES DEPARTMENT

GENERAL TERMS AND CONDITIONS

**Cobb County School District
General Terms and Conditions**

The following General Terms and Conditions are common to all Cobb County School District (CCSD) Invitation for Bids (IFB), Request for Proposals (RFP), Request for Information (RFI), and Request for Quotes (RFQ) documents. Taking exception to any of the the terms and conditions or submitting conflicting language may be cause for rejection of the vendor's response.

1.0 PREPARATION OF RESPONSES

- 1.1** CCSD cannot guarantee that all vendors will be sent an announcement each time a solicitation is released. Invitation for Bids and Request for Proposals and Request for Quotes issued by CCSD are advertised on the CCSD Euna Procurement portal located on the Procurement Services website (www.cobb12.org). Invitation for Bids and Request for Proposals are also advertised on Cobb Government Access TV 23, Cobb edTV (contact your cable provider for specific channel), and the Georgia Procurement Registry, if applicable. It is the vendor's responsibility to review the CCSD Euna Procurement portal frequently and/or Cobb Government Access TV 23 and Cobb edTV (contact your cable provider for a specific channel) for a listing of open solicitations. To view it on the internet, go to www.cobbk12.org. From this screen, select **Menu**, then select **Departments**, then select **Procurement Services**. Under Purchasing Resources, find the link to the **CCSD Euna Procurement Portal**.
- 1.2** The CCSD Procurement Services Department Purchasing Regulations are hereby acknowledged, understood, and agreed to by the parties and are hereby fully incorporated into the solicitation documents and the resulting contract. Refer to the CCSD Procurement Services website for the complete [Purchasing Regulations](#). Go to www.cobbk12.org. From this screen, select **Menu**, then select **Departments**, then select **Procurement Services**. Under Purchasing Resources, find the link to the **Purchasing Regulations** .
- 1.3** Each vendor is responsible for having knowledge and understanding of any Federal laws and regulations, Georgia laws, Department of Education regulations or policies, and CCSD policies and/or regulations pertaining to CCSD procurement.
- 1.4** The CCSD Formal Protest policy and procedures are incorporated within the District's Purchasing Regulations, Section XI.
- 1.5** CCSD assumes no responsibility or obligation to the vendors. CCSD will make no payment for any costs associated with the preparation or submission of a response. This provision applies whether or not a dispute arises.
- 1.6** The terms Bidder, Contractor, Offeror, Supplier, and/or Vendor are synonymous in this document and refer to the person, entity, or firm that submits a response to a solicitation.

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1.7 CCSD reserves the right to revise processes as needed during extenuating circumstances. Processes may include but are not limited to pre-bid/pre-proposal conferences and bid submittal/proposal submittal.

2.0 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.

3.0 SPECIFICATIONS

3.1 For Goods: Manufacturers listed as "Model Equivalent" or "CCSD Approved Equivalent" in the solicitation documents are set forth to establish the general quality required. Items from other manufacturers of equal or better specifications may be considered. CCSD will be the sole determiner as to whether the substituted item is of equal or better specification.

3.2 Any deviation from the specifications must be clearly identified by the vendor on the appropriate response form(s). If the vendor wishes to provide additional detail regarding the deviations in an accompanying letter, it should be noted on the appropriate response form(s). The furnishing of cuts, catalogs, or printed descriptions will not relieve the vendor of this requirement. CCSD shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the solicitation documents. If CCSD determines that the modifications or deviations from the specifications are not in compliance, the response may be rejected.

3.3 An awarded vendor's failure to deliver any items/services according to specifications outlined in their response may result in cancellation of the purchase without liability to CCSD and suspension or disqualification from doing business with CCSD. If any item(s) does (do) not meet these specifications, the item(s) will be picked up and removed from the CCSD premises at the sole cost of the vendor.

3.4 If there is an error in the description or specifications contained in the solicitation documents, CCSD reserves the right to notify each vendor separately from the solicitation documents of such specification or description change and may require all responses to comply with such modification. In the case of an error in the specifications or the descriptions, CCSD further reserves the right to cancel this solicitation and re-issue.

3.5 If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed the minimum specifications listed in the awarded vendor's response as well as current industry standards. The item must be offered at the same or better

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discount/fee structure level as the originally awarded item, or at a lower price than the original item. Replacement units must be made available to CCSD for review and approval prior to the end of life of the awarded model. CCSD reserves the right to accept or reject the proposed replacement item and to negotiate with the awarded vendor the purchase of different brands/models when in the best interest of the CCSD.

- 3.6** The awarded vendor's assigned project team must be available to communicate in real-time during the hours of 7:00 a.m. to 5:00 p.m. Eastern Standard Time.
- 3.7** CCSD reserves the right to require that the vendor must be presently using and/or providing the requested products and/or services.

4.0 SAMPLES

- 4.1** When required, samples must be furnished at the vendor's expense and at no cost to CCSD.
- 4.2** Samples are to be tagged or labeled as directed in the Special Terms & Conditions.
- 4.3** Samples not used or destroyed during testing will be available for return to the vendor at the vendor's request and expense. If the vendor does not arrange for the pick-up of samples as defined in Special Terms & Conditions, samples will become the property of CCSD.
- 4.4** CCSD will assume no responsibility for items lost or destroyed when being inspected or tested.

5.0 VENDOR'S EVIDENCE OF RESPONSIBILITY

CCSD reserves the right to require a financial statement and/or Dun and Bradstreet rating from any vendor who submits a response. The vendor must submit a current financial statement and/or Dun and Bradstreet rating within 48 hours after notification of such requirement.

6.0 DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

- 6.1** Vendor certifies that the vendor and/or any of its subcontractors (if applicable) have not been debarred, suspended, or declared ineligible by an agency of the State of Georgia or as defined in the 2 CFR 200.214 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations, implementing Executive Orders 12549 and 12689, 2 CFR part 180." Vendor will immediately notify CCSD in writing if the vendor is debarred by the State of Georgia or placed on a Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

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6.2 2 C.F.R. Section 180.300 requires that when the School District enters into a covered transaction with an entity at a lower tier, the School District must verify that the entity is not suspended, debarred, or otherwise excluded or disqualified. "Covered transactions" include those procurement contracts for goods and/or services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000. Furthermore, grantees and sub-grantees must not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded or disqualified. By signing this contract, you are affirming that neither you, the vendor, nor any principal of the vendor is at the date of your signature suspended, debarred, or otherwise excluded or disqualified.

7.0 NON-COLLUSION

The vendor, by affixing its signature to a solicitation, certifies that the vendor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The vendor understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

8.0 OBLIGATION TO MAINTAIN CONFIDENTIALITY

8.1 Vendor acknowledges that some material and information which may come into its possession or knowledge in connection with the solicitation documents or in connection with its performance under any resulting contract may consist of confidential information of CCSD, its students, or employees, the disclosure of which to, or use by, third parties may be damaging to CCSD, its students or employees and/or may violate applicable law(s). Vendor accordingly agrees to hold all such confidential information, together with all material containing confidential information, in strictest confidence, not to make use thereof other than as reasonably necessary to respond to this solicitation and/or to perform under any resulting contract, and not to release or disclose any confidential information to any other person or entity except as may be required by law. Vendor shall inform and instruct all employees, subcontractors, or other agents or representatives of this obligation of confidentiality. Vendor shall immediately remove any of its employees, subcontractors, or other agents or representatives from performing work in connection with any contract resulting from a solicitation upon request of notice from CCSD when CCSD reasonably believes such person or entity has failed to comply with the confidentiality obligations hereunder. Any employee, subcontractor, or other agent or representative so removed shall be replaced as provided for in the staffing requirements of this solicitation and/or the resulting contract.

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8.2 For the purposes hereof, "Confidential Information" includes, without limitation, all educational records, student data, student personally identifiable data, trade secrets, copyrighted material, and other confidential and proprietary information not subject to disclosure or use, as such terms may be respectively defined in O.C.G.A. § 10-1-761, O.C.G.A. § 20-2-662, O.C.G.A. § 50-18-72, 34 C.F.R. § 5b.9, 20 U.S.C. § 1232g, 34 C.F.R. §99.3, 45 C.F.R. §164.524, and 20 U.S.C. §§ 1400-1482. "Confidential Information" further includes, without limitation, all employee data, personnel records, health records, physician and provider notes, medical bills, claims, and other written information of a personal nature.

8.3 Vendor acknowledges and agrees that vendor's response hereto, the terms of any contract awarded according to this solicitation, and information concerning the goods and/or services provided in connection with any contract awarded according to this solicitation, are generally subject to the requirements of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

8.4 Should vendor contend that it has submitted any records to CCSD which constitute "trade secrets" (as such term is defined in O.C.G.A. § 10-1-761) and desires to exempt such trade secrets from the requirements of the Open Records Act according to O.C.G.A. §50-18-72(a) (34), vendor shall submit and attach to any such records it contends constitute trade secrets an affidavit affirmatively declaring that specific information in the records constitutes trade secrets. Should vendor attach such an affidavit, CCSD shall notify vendor at least ten (10) days before disclosing such information, should CCSD determine that such information does not rise to the level of a "trade secret" (again, as such term is defined in O.C.G.A. § 10-1-761). Should vendor fail to move for an appropriate court order within such ten (10) day period, or should vendor fail to provide an affidavit as required by O.C.G.A. §50-18-72(a) (34), CCSD may disclose such information as it deems appropriate.

9.0 ORIGINALITY AND TITLE TO CONCEPTS, MATERIALS, AND GOODS PRODUCED

Vendor represents and warrants that all the concepts, materials, goods, and services produced or provided to CCSD shall be wholly original with the vendor or that the vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials, and works. The vendor represents and warrants that the concepts, materials, goods, and services provided by vendor to CCSD and CCSD's use of same shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation and that the concepts, materials, and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law, or any other rights of any person, firm, corporation, or other entity.

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10.0 RECORDS

10.1 Retention - The vendor must retain all books, records, and documents per generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to CCSD throughout the term of the contract and for at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

10.2 Access - The vendor shall permit CCSD or any duly authorized representative from the Department of Education, United States Department of Agriculture (USDA), and/or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments or any other documentation or materials pertaining to the contract where such records may be located during normal business hours. Vendor shall not impose a charge for audit or examination of the vendor's books and records. If an audit discloses incorrect billings or improprieties, CCSD reserves the right to charge vendor for the cost of the audit and appropriate reimbursement.

11.0 CIVIL RIGHTS AND ASSURANCE

11.1 CCSD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. § 12131-12189); all provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines (28 CFR Part 35, 42 and 50.3); and Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

11.2 The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age,

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marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

11.3 This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grants, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

11.4 By accepting this assurance, CCSD agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Cobb County School District, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

12.0 AWARDS

12.1 CCSD reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof. Award will be made in the best interest of CCSD.

12.2 In case of a tie and subject to compliance with state and federal regulations and guidelines, the award will be made as follows:

12.2.1 The award will be to the in-county vendor;

12.2.2 The award will be to the in-state vendor;

12.2.3 If applicable, the award will be to the vendor with goods made in Georgia;

12.2.4 The award will be to the vendor with the lesser total dollar volume, or

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12.2.5 If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

12.3 CCSD reserves the right to negotiate a lower price than the award price on any line item with the successful vendor. If CCSD is unable to negotiate an acceptable price, it reserves the right to obtain the item(s)/service(s) involved through the open market.

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

12.5 CCSD reserves the right to add new products or remove products during the duration of this contract.

12.6 CCSD reserves the right to purchase related items/services from the awarded vendor(s) when necessary, provided the pricing granted is in accordance with the cost structure awarded for similar items/services.

12.7 Purchases by CCSD are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption Certificates will be furnished upon request.

12.8 Awards will be posted on the internet on the CCSD Euna Procurement portal. Go to www.cobbk12.org. From this screen, select **Menu**, then select **Departments**, then select **Procurement Services**, and under Purchasing Resources find the link to **Awarded Contract List CCSD Euna Procurement portal**.

12.9 If after the award there is a decrease in the price of a product from the manufacturer or a rebate, the successful vendor will pass that price decrease and/or rebate onto CCSD.

13.0 CONTRACT

13.1 The Acknowledgement and Agreement Form must be completed and returned with the vendor's response to a bid, proposal, or quote.

13.2 Vendor must be in full compliance with all applicable federal and state security and immigration laws including without limitation the Georgia Security and Immigration Compliance Act. Vendor is required to affirm vendor's compliance by completing and returning the Georgia Security and Immigration Compliance Documents with the bid, proposal, or quote.

13.3 **Entirety of Contract** – The contract between CCSD and the vendor shall include but not be limited to the original solicitation, CCSD General Terms and Conditions, subsequent addenda, clarifications, vendor questions/answers, the purchase

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order (if any), and award letter, as well as all CCSD accepted documents submitted in response to this solicitation, including any attachments and appendices. The entire agreement between the parties supersedes all prior oral and written agreements and understandings between the parties concerning the subject matter hereof. If any language of the response submitted by the vendor conflicts with language of the solicitation, CCSD General Terms and Conditions, or any addenda, the language of the solicitation, CCSD General Terms and Conditions, or any addenda shall govern and control for all purposes unless consented to and agreed to by CCSD in writing.

13.4 If the vendor has additional terms and conditions, including but not limited to a vendor-drafted contract, privacy policy, end user agreement, or purchase order that it is proposing, then the vendor must disclose and submit those terms and conditions in writing (no links or documents incorporated by reference only allowed) for evaluation by CCSD with its initial solicitation response. If the vendor objects to any term or condition in this solicitation, then any such objection shall be clearly indicated in writing. If any of the vendor's proposed contract terms conflict with any of CCSD's terms and conditions, then every term proposed by the vendor that is conflicting must be identified separately from the contract in writing. CCSD is not under any obligation to consider any terms or conditions proposed by the vendor that are not included in the vendor's initial response and not disclosed in the manner as outlined in this paragraph. Further, unless expressly agreed to in writing, CCSD will not be bound by any terms and conditions in any vendor contract, packaging, service catalog, brochure, technical data sheet, or any other document that attempts to impose any conditions at variance with or in addition to the terms and conditions contained in the CCSD solicitation and the CCSD purchase order related to this solicitation or contract. Submitting terms and conditions that are considered by CCSD to conflict with CCSD terms and conditions may result in a vendor being deemed non-responsive.

13.5 Time is of the essence in this contract.

13.6 **Governing Law, Forum Selection, and Attorneys' Fees** - This contract, including each provision hereof, shall be construed in accordance with, and governed in all respects by the laws of the State of Georgia, without regard to its conflicts of laws, rules or principles. Under no circumstances shall any provision of this contract be governed by the Uniform Computer Information Transactions Act (UCITA), as such law may be enacted in any state. All actions arising out of the terms of this contract, the transactions contemplated hereby or the performance hereunder shall be brought in 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, and each party to this contract hereby irrevocably and expressly consents to the exclusive jurisdiction of such courts and to the laying of venue in such courts. Vendor agrees to pay all reasonable costs,

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attorneys' fees, and expenses incurred by CCSD in connection with any investigation, litigation, or other proceeding arising out of this contract if CCSD is a prevailing party in such action. CCSD 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 vendor.

14.0 SHIPPING

- 14.1** All prices are to include delivery to the location(s) specified in the solicitation documents or the purchase order. All delivery for goods must be FOB Destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the CCSD.
- 14.2** Inside delivery is required for all goods. At no time should goods be left outside of any building. Vendors are asked to be mindful of school arrival and dismissal times and avoid attempting delivery during those times. For large, heavy items, vendors are encouraged to call ahead to the delivery location to give prior notice and ascertain any delivery details particular to that location (i.e., loading dock availability, which entrance provides access to the loading dock, etc.).
- 14.3** If the goods/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by CCSD, CCSD reserves the right to cancel the purchase of the items/services and/or any other pending purchase orders to the same vendor. If delivery of goods or services is not complete within the time specified, CCSD may, without liability and in addition to any other rights or remedies, terminate the agreement, by notice effective when received, as to goods or services not yet delivered or rendered. CCSD may purchase substitute goods or services elsewhere and charge the awarded vendor for any additional expense incurred.

15.0 INVOICING

- 15.1** Payment will be made by CCSD after the final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the CCSD authorized representative. Acceptance of any part of the order shall not bind CCSD to accept any future shipments nor deprive it of any right to return goods already accepted.
- 15.2** The successful vendor will be required to supply an original invoice. All invoices must reference the purchase order to which they pertain.
- 15.3** Prompt payment discounts offered for payment up to thirty (30) days will be taken.

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15.4 No invoice will be processed for payment until all contractual obligations have been met and/or items ordered have been received and approved by the CCSD authorized representative.

16.0 COMPLIANCE

Final inspection of all products/services for acceptance or rejection will be made by CCSD. 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 CCSD 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, not in conformance with the required specifications, or not to perform as claimed by the vendor.

17.0 RIGHTS AND REMEDIES

17.1 As permitted by law, in lieu of canceling the purchase order, CCSD may levy a charge if the successful vendor fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed-upon liquidated damages representing the estimated damages that will be incurred by CCSD as a result of the vendor's failure to deliver the item(s) as required.

17.2 CCSD does not waive any of its rights under contract law. Vendor acknowledges and agrees that if the vendor breaches this agreement, then CCSD may cover such goods by contracting to purchase goods in substitution for those due from the seller. CCSD may recover from the vendor as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages. Failure of CCSD to effect cover does not bar it from any other remedy. In such circumstances that CCSD is not able to cover or chooses not to cover the goods purchased under this solicitation, then the vendor acknowledges and agrees that CCSD can recover the difference between the market price of the goods at the time CCSD learned of the breach and the contract price of the goods, including any incidental and consequential damages. If CCSD has accepted non-conforming goods purchased under this solicitation, the vendor acknowledges and agrees that CCSD can recover the value of the goods promised by the vendor and the value of the non-conforming goods provided. The foregoing remedies are not exclusive of any other remedies permitted to CCSD under Georgia law. Vendor acknowledges and agrees that CCSD is owed its reasonable attorney's fees and costs incurred with the exercise of CCSD's rights in connection with the foregoing remedies.

17.2.1 Partial completion of a purchase order will not exempt a vendor from this charge. CCSD further has the right after assessing such charge, after the continuing failure of the vendor to complete, to terminate the purchase order.

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17.3 Warranty and Support Requirements – The CCSD is not waiving, amending, or abridging any warranty rights/contractual rights provided to CCSD under state or federal law. The CCSD is not bound by any terms or conditions in any vendor's contract, packaging, invoices, service catalog, 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 CCSD's contractual rights as provided under state or federal law. In addition to the foregoing warranty and contractual rights of CCSD, the vendor further warrants and agrees as follows:

- 17.3.1** Any good(s) purchased under this contract will be defect-free in materials and workmanship and be of the quality, size, and dimensions ordered. The packaging, packing, marking, and shipping of such goods will conform to the requirements of the solicitation documents and as outlined in the vendor's response. This express warranty shall not be waived because of acceptance of the goods or payment thereof by CCSD.
- 17.3.2** For Goods: Upon request by CCSD, the vendor further agrees to immediately correct, without charge to CCSD, any defects in the goods that develop during the life of the warranty after acceptance and payment by CCSD. Vendor further agrees to indemnify CCSD against damages of any sort resulting from faulty workmanship or materials by vendor while performing any warranty or guarantee work hereunder (or by any third party performing such work for and on behalf of vendor). 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.
- 17.3.3** For Goods: Vendor is fully aware of CCSD's business requirements and intended uses of the product(s) and warrants that the product(s) shall be fit for such intended uses.
- 17.3.4** CCSD shall give written notice to the vendor 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 CCSD's notification of the remedy for the non-conforming or defective good(s).

18.0 TERMINATION

- 18.1** If the CCSD wishes to cancel this contract following award, CCSD will provide written notice thirty (30) days in advance. CCSD reserves the right to terminate the contractual relationship with the vendor at any time without cause and penalty on thirty (30) days' written notice to the vendor. CCSD shall pay vendor for the work performed before the date of notice of termination. Vendor shall not

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be paid for any work performed or incurred after the receipt of the notice of termination, nor for costs incurred by its vendors. In addition, CCSD may terminate the contract with vendor in the event vendor breaches any of its duties and obligations under this contract and vendor fails to cure such breach within thirty (30) days after receiving notice from CCSD specifying the breach.

- 18.2** The rights and remedies of CCSD as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 18.3** **Multi-year Awards** – As provided in O.C.G.A. § 20-2-506, any contract awarded pursuant to this solicitation shall be deemed to obligate CCSD only for those sums payable during the calendar year of its execution or, in the event of renewal by CCSD, for those sums payable in the calendar year in which the renewal occurs. In no event shall any contract awarded pursuant to this solicitation be deemed to create a debt of CCSD for the payment of any sum beyond the calendar year of its execution or, in the event of renewal by CCSD, for those sums payable in the calendar year in which the renewal occurs.
 - 18.3.1** The contract awarded pursuant to this solicitation shall terminate absolutely and without further obligation on the part of CCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided herein unless earlier terminated as provided in this contract or renewed as provided herein. If CCSD wishes to terminate pursuant to O.C.G.A. § 20-2-506, CCSD will provide thirty (30) days' notice prior to the close of the calendar year. If CCSD does not provide such notice, the contract will automatically renew on January 1 for the following calendar year during the term, unless otherwise terminated or non-renewed in accordance with the contract.
 - 18.3.2** The contract awarded pursuant to this solicitation shall state the total obligation of CCSD for the calendar year in which it was executed and for each calendar year for which it may be renewed as provided herein.
 - 18.3.3** The contract awarded pursuant to this solicitation shall not exceed seven and one-half percent (7.5%) of the total local revenue collected for the maintenance and operation of CCSD in its most recently completed fiscal year.
- 18.4** The contract awarded pursuant to this solicitation will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of CCSD, pursuant to O.C.G.A. § 20-2-506. In the event CCSD determines that appropriated funds no longer exist or are insufficient to fulfill CCSD's obligations hereunder, CCSD may terminate the contract awarded pursuant to this solicitation by providing thirty (30) days'

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written notice of termination to the vendor. Notice of any such termination shall include a certification by CCSD of the unavailability or insufficiency of funds, and such certification shall constitute an agreement by CCSD not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than the vendor before the end of the calendar year in which the notification of such termination is provided. CCSD shall make payments to the vendor through the date of termination.

18.5 Termination for Cause – The occurrence of any one or more of the following events shall constitute cause for CCSD to declare the vendor in default of its obligations under the contract:

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

18.6 Notice of Default – If there is a default event caused by the vendor, CCSD shall provide written notice to the vendor requesting that the breach or non-compliance be remedied within the period of time specified in CCSD's written

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notice to the vendor. If the breach or non-compliance is not remedied within the period of time specified in the written notice, then CCSD may:

- 18.6.1** Immediately terminate the contract without additional written notice and/or;
- 18.6.2** Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting vendor including without limitation offsetting amounts owed by CCSD to the vendor by such charges and/or;
- 18.6.3** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

18.7 Termination upon Assignment or Change in Control. In the event, vendor attempts to assign this contract to a third party, or in the event vendor changes control, CCSD shall have the right in its sole discretion to terminate the contract immediately upon written notice.

19.0 NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT

- 19.1** Except as may be specifically permitted by the solicitation, vendor shall not delegate, subcontract, assign or otherwise permit anyone other than vendor personnel to perform any of the work and/or provide any of the services required of vendor under this contract or assign any of its rights or obligations hereunder, without the prior written consent of CCSD, which consent may be withheld by CCSD in its sole discretion.
- 19.2** No subcontract, which vendor enters into with respect to the performance of work and/or provision of services under this contract, shall in any way relieve vendor of any responsibility for any performance or obligation required of it by this contract. Vendor hereby accepts responsibility for ensuring that all subcontractors who perform any of the services under this contract also comply with the terms and conditions of this contract; and vendor expressly agrees to indemnify and hold harmless CCSD from any and all claims, demands, liabilities, losses, damages, costs, and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this contract. Vendor shall give CCSD immediate notice in writing by registered or certified mail of any claim, action or suit filed against vendor by any subcontractor, and prompt notice of any claim made against vendor or any subcontractor, which may result in litigation, related in any way to this contract.
- 19.3** Vendor must notify CCSD of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). CCSD reserves the right to require that a subcontractor be removed from the contract.

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19.4 A completed Subcontractor E-Verify Affidavit form must be submitted for each subcontractor that will be used to fulfill this contract.

20.0 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, nor regarding any exemption from tax liability related to this contract.

21.0 FORCE MAJEURE

Neither party shall be liable or responsible to the other party, nor deemed to have defaulted under or breached the contract awarded pursuant to this solicitation, for any failure or delay in fulfilling or performing any term of such contract, 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, fire, earthquake, 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. CCSD 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.

22.0 SURVIVAL OF REPRESENTATIONS

The provisions, representations, and warranties contained in this contract shall survive the delivery of all components procured hereunder and the payment of fees therefore and any termination of this contract in accordance with their respective terms and conditions.

23.0 RELATIONSHIP OF PARTIES

This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The vendor shall be deemed an independent contractor, and the employees and agents of the vendor shall not be deemed to be the employees or agents of CCSD. CCSD is not responsible for the payment of any taxes, insurance, or benefits on behalf of the vendor's employees.

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24.0 SEVERABILITY

Any section, subsection, paragraph, term, condition, provision, or other parts of this contract which is held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision, or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any section, subsection, paragraph, term, condition, provision, or other terms of this contract shall not affect any other section, subsection, paragraph, term, condition, provision, or part of the contract, and the remainder of this contract shall continue to be of full force and effect.

25.0 WAIVERS

The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to the future performance of such obligations and other obligations under this contract.

26.0 PUBLICITY

Vendor shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without the express written prior consent of CCSD. As used in this section, the term "publicity" includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs, social media, and similar public information.

27.0 VENDOR'S EMPLOYEES ON CCSD PROPERTY

27.1 All vendor's employees, agents, and subcontractors working on CCSD property must wear ID, preferably a 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. Vendor shall provide and institute necessary security measures to prevent **unauthorized** access to all computer networks and proprietary information, trade secrets, or student information of CCSD by any of its employees or agents. Vendor shall be liable and responsible to CCSD for all security breaches by its employees or agents. All vendor employees shall conduct themselves in a professional manner and shall not give the appearance of fraternizing with the students and teachers.

27.2 CCSD is a drug-free workplace - By submission of a response to the solicitation, the vendor certifies that employees, agents, and subcontractors will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances or drugs while on the CCSD property during the performance of the contract.

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- 27.3 CCSD is a tobacco-free workplace** - By submission of a response to the solicitation, vendor certifies that employees, agents, and subcontractors will not use tobacco products or electronic nicotine delivery systems while on CCSD property, at any time during the performance of the contract.
- 27.4** 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.
- 27.5** CCSD reserves the right to request the removal of any vendor employees, agents, or subcontractors from CCSD property.

28.0 BACKGROUND CHECKS

- 28.1** CCSD requires vendor, at vendor’s expense, to perform background checks on any employee or subcontractor who will be working on CCSD property (delivery personnel excluded). A comprehensive criminal history background check, including both Georgia Crime Information Center (GCIC) and National Crime Information Center (NCIC), is required on each applicant assigned to CCSD. Minimum findings that warrant exclusion include:
 - 28.1.1** Any felony conviction
 - 28.1.2** Any misdemeanor drug offense within the past seven (7) years
 - 28.1.3** Any crime against children
 - 28.1.4** Any sex-related conviction
 - 28.1.5** Regardless of ultimate disposition, the total number of arrests exceeds four (4)
 - 28.1.6** Regardless of ultimate disposition, more than two (2) arrests for crimes of similar nature (e.g., assault, shoplifting, DUI)
 - 28.1.7** Pending Charges – Any applicant out on bond and awaiting disposition for any offense
 - 28.1.8** Failure to disclose any and ALL criminal history (regardless of how long ago) on application
- 28.2** Once employed by vendor, employee must self-report any arrest to vendor within twenty-four (24) hours. The vendor should contact Cobb County School District, Office of Employee Relations within twenty-four (24) hours of report.
- 28.3** Background checks must be provided to the CCSD Human Resources Department upon request by the CCSD. Failure to comply with the request could cause for termination of contract. Please note: It is required that all necessary background checks be completed prior to the employee beginning work on CCSD property.

29.0 AMENDMENTS IN WRITING

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No amendment of any term or condition contained in this contract, including the solicitation documents and vendor's response, shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive, or order, made or given by any official, employee, or agent of CCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive, or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive, or order.

30.0 PARTIES BOUND

The contract of which these General Terms and Conditions are a part shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

31.0 RELEASE, WAIVER AND INDEMNIFICATION

- 31.1** Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and hold harmless members of the CCSD Board of Education (BOE), CCSD and its officers, agents, and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this contract, due to any act or omission on the part of vendor, its agents, employees, subcontractors, or others working at the direction of vendor or on its behalf; or due to any breach of this contract by vendor; or due to the application or violation of any pertinent Federal, State, or local law, rule, or regulation by vendor, its agents, employees, subcontractors, or others working at the direction of vendor or on its behalf.
- 31.2** As permitted by Georgia law, this indemnification shall apply notwithstanding the fact that the Indemnitees may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnitees.
- 31.3** This indemnification extends to the successors and assigns of the vendor, and this indemnification and release survives the duration of this contract, the termination of this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the vendor.

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31.4 Vendor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

32.0 COMPLIANCE WITH LAWS

32.1 Vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.

32.2 Vendor further agrees that in the performance of the contract, it will comply with all laws, regulations, rules and policies that may apply to public education in general and the operation of CCSD in particular.

33.0 POTENTIAL SMALL BUSINESSES, MINORITY, AND WOMEN'S BUSINESS ENTERPRISES

It is the intent of CCSD to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises, and labor surplus area firms.

34.0 COMPLIANCE WITH FEDERAL LAWS

For all contracts funded in whole or in part with federal funds, vendors must comply with all applicable federal laws and regulations, including without limitation:

34.1 Davis-Bacon Act: For all prime construction contracts in excess of \$2,000, the Vendor must comply and ensure compliance with all provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which contract clauses and standards are expressly incorporated herein. These requirements include, without limitation that, the Vendor, contractors and subcontractors must pay wages to laborers and mechanics at a rate not less than those established for the locality of the project (e.g., Cobb County, Georgia). In addition, the Contractor must pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor can be found at this link: <https://sam.gov/content/wage-determinations>. CCSD must report all suspected or reported violations to the Federal awarding agency.

34.2 Copeland Act: The Vendor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Contractor is prohibited from inducing, by any means, any person employed in the

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construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CCSD must report all suspected or reported violations to the Federal awarding agency.

34.3 Equal Opportunity Clause: For every federally assisted construction contract, during the performance of the contract:

34.3.1 The Vendor, contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

34.3.2 The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

34.3.3 The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

34.3.4 The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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34.3.5 The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

34.3.6 The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

34.3.7 In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

34.3.8 The Vendor will include the portion of the sentence immediately preceding paragraph 34.3.1 and the provisions of paragraphs 34.3.1 through this paragraph 34.3.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. The Vendor will take such action with respect to any contract, subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

34.4 **Contract Work Hours and Safety Standards Act:** The Vendor must comply and ensure compliance with 40 U.S.C. 3701-3708 as supplemented by Department of Labor regulations (29 CFR Part 5) which requires computation of the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of

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40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

34.5 Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and CCSD or the Vendor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” CCSD or the Vendor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

34.6 Clean Air Act and the Federal Water Pollution Control Act.: The Vendor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

34.7 The Energy Policy and Conservation Act: The Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34.8 Debarment and Suspension: By submitting an offer, the Vendor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor further certifies that the individual or organization that submitted the solicitation proposal and who executed the Contract is not debarred by the federal government from contracting with a federal agency.

34.9 Geographical Preferences: CCSD will not apply its standard local preference when evaluating responses. However, when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion

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provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

34.10 Conflicts of Interest: No employee, officer, or agent of CCSD may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of CCSD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Conflicts of interest are subject to Atlanta Board of Education Policy GAG.

34.11 Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: Vendor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in items (1) through (5) of this provision. The Vendor agrees that if selected, it will comply with the requirements of this provision for any subcontracts necessary.

34.12 Buy American Policy: The Federal "Buy American" Policy mandates that the District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21 (d)." Additionally, vendors must be able to provide documentation verifying the domestic origin of products as defined in 7 CFR 210.21 (d), if requested.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. An alternative or

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exception may be considered if the request is submitted in writing to a designated official, a minimum of 10 days in advance of delivery. The request must include the: (1) Alternative substitute(s) that are domestic and meet the required specifications: (a) Price of the domestic food alternative substitute(s); and (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered; and (2) Reason for exception such as limited/lack of availability or price (include price): (a) Price of the domestic food product, and (b) Price of the non-domestic product that meets the required specification of the domestic product.

34.13 USA-Made; Domestic Preferences for Procurements: (a) To the greatest extent practicable under a Federal award, CCSD prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) for the work. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

34.14 Solid Waste Disposal Act: Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

34.15 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: CCSD and the Vendor are prohibited from obligating or expending grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232,

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section 889, covered telecommunications equipment: (i) is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) Telecommunications or video surveillance services provided by such entities or using such equipment; or (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

34.16 OSHA Compliance: In planning for and designing facilities, the Vendor, contractors and subcontractors shall observe: (a) The standards under the Occupational Safety and Health Act of 1970 (Pub. L. 91-576) (See 36 CFR part 1910); and (b) State and local codes, to the extent that they are more stringent.

34.17 Access: The Vendor shall comply with the Federal regulations on access by the physically handicapped persons that apply to construction and alteration of facilities. These regulations are: (a) For residential facilities - 24 CFR part 40; and (b) For Public Buildings - 28 CFR part 36.

34.18 Energy Conservation: To the extent feasible, the Vendor shall design and construct facilities to maximize the efficient use of energy. The following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) are incorporated by reference in this section: (1) ASHRAE-90 A-1980 (Sections 1-9). (2) ASHRAE-90 B-1975 (Sections 10-11). (3) ASHRAE-90 C-1977 (Section 12). Incorporation by reference of these provisions has been approved by the Director of the Office of the Federal Register pursuant to the Director's authority under 5 U.S.C. 552 (a) and 1 CFR part 51. The incorporated document is on file at the Department of Education, Grants and Contracts Service, rm. 3636 ROB-3, 400 Maryland Avenue, SW., Washington, DC 20202-4700 or at

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the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html. These standards may be obtained from the publication sales department at the American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc., 1791 Tullie Circle, NE., Atlanta, Georgia 30329. The Vendor shall comply with ASHRAE standards listed in this section in designing and constructing facilities built with project funds.

34.19 Byrd Anti-Lobbying Amendment Certification: Vendors that apply or bid for an award exceeding \$100,000 must file the required certification certifying that Vendor will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in obtaining an award funded in whole or in part with federal funds. The Vendor shall require the certification and disclosure be included in the award documents for all sub-awards at all tiers (including without limitation sub-contracts, sub-grants, etc.) and that sub-recipients certify and disclose accordingly.

34.20 Record Retention Requirement: Vendor shall comply with the federal record retention requirements at 2 CFR § 200.334.

34.21 Federal Construction - Additional Requirements: For construction contracts funded in whole or in part with federal funds Vendor shall also comply with the rules on construction that apply to applicants and grantees under 34 CFR 75.600-75.617, including without limitation:

34.21.1 Compliance with the Cost Principles in subpart E of 2 CFR Part 200 of the Uniform Guidance (e.g., the cost must be “necessary and reasonable” (2 CFR §§ 200.403-200.404)). Consistent with requirements in the Cost Principles, all expenditures must be adequately documented. (See 2 CFR § 200.403(g)).

34.21.2 Compliance with requirements related to documenting personnel expenses at 2 CFR § 200.430(i).

34.21.3 Completion of an environmental impact assessment before initiating the construction and fully considered any potential environmental ramifications before proceeding with the project (34 CFR § 75.601).

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- 34.21.4** Consideration of the probable effects of proposed construction on any district, site, building, or structure that is included or eligible for inclusion in the National Register of Historic Places (34 CFR § 75.602).
- 34.21.5** Completion of the project in a reasonable time period and consistent with the approved plans and specifications (34 CFR § 75.606).
- 34.21.6** Ensuring the construction is functional, economical, and not elaborate in design or extravagant in the use of materials as compared to other facilities of a similar type constructed in the State or other applicable geographic area (34 CFR § 75.607).
- 34.21.7** Compliance with applicable Federal, State and local health and safety standards, as well as Federal requirements regarding access by persons with disabilities. (34 CFR §§75.609 and 75.610).
- 34.21.8** Compliance with the Coastal Barriers Resources Act (34 CFR §§75.617).
- 34.21.9** Compliance with ASHRAE standards. All HVAC services provided under the Contract must comply with the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards and the regulations set out in 34 CFR 75.616(c).

35.0 DATA PRIVACY AND SECURITY

If the vendor's provision of products and/or services involves the collection, use, maintenance, and/or disclosure of CCSD Data as defined below, the vendor must comply with the following terms:

- 35.1 CCSD Student Data.** CCSD Student Data includes any data, whether gathered by Vendor or provided by CCSD, its users, employees, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record as well as content generated by the student through use of or participation in Vendor's products, programming, and/or services. CCSD Student Data shall not constitute information that is already public, information that has been anonymized or de-identified and cannot be re-identified, or anonymous usage data regarding a student's use of or participation in Vendor's products, programming, or services.
- 35.2 Personally Identifiable Information (PII).** PII is any CCSD Student Data that contains identifiers (such as student name, student ID number, social security number) that, alone or in combination, is linked or linkable to a specific student that would allow the student to be identified with reasonable certainty. In order to receive PII from CCSD, Vendor must either obtain written consent from the parent, guardian, or eligible student or qualify under a recognized exception

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pursuant to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C § 1232g.

- 35.3 CCSD Employee Data.** CCSD Employee Data includes any data, whether gathered by Contractor or provided by CCSD or its users or employees, that is descriptive of the employee including, but not limited to, employee first and last name, gender, birth date, home address, telephone number, email address, race/ethnicity, social security number, driver license number and information, evaluations, medical records, medical information, insurance information, disabilities, financial information, credit card information, debit card information, bank account information, mother’s birth name, worker’s compensation information, and the identity of the employee’s immediate family members or dependents.
- 35.4 CCSD Confidential Information.** Vendor shall presume that all information received pursuant to the Agreement or in the course of fulfilling Vendor's responsibilities under the Agreement is CCSD Confidential Information unless otherwise expressly designated by CCSD. CCSD Confidential Information includes, but is not limited to CCSD Employee Data, sensitive CCSD information, and other non-public CCSD information. It does not include information that is already public, information that is thoroughly de-identified or anonymized and cannot be re-identified, or anonymous usage data associated with CCSD use of or participation in Vendor's products, programming, or services.
- 35.5 CCSD Data.** CCSD Data includes CCSD Student Data, PII, CCSD Employee Data, and CCSD Confidential Information.
- 35.6 De-identified Data.** De-identified data is data that has been anonymized to remove or obscure any personally identifiable information in a way that makes re-identification of that data impossible. De-identification should ensure that any information when put together cannot indirectly identify the student or employee, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual.
- 35.7 Data Ownership.** All CCSD Data and any intellectual property rights thereto is and will remain the property of CCSD to the extent that it was the property of CCSD at the time it was provided to Vendor.
- 35.8 Data Use.** Vendor attests that the data requested by the Vendor from CCSD for CCSD to access the Vendor's products and/or services represents the minimum necessary data for the products and/or services. Vendor shall use CCSD Data solely and exclusively for the purposes for which the CCSD Data, or access to it, is provided pursuant to the terms and conditions of this Agreement, and shall not

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use, sell, share, transfer, distribute, or otherwise disclose or make available CCSD Data for Vendor's own purposes or for the benefit of anyone other than CCSD, in each case, without CCSD's prior written consent, or without a court order or lawfully issued subpoena. Vendor shall not disclose CCSD Data unless the disclosure is necessary for Vendor to provide the products, programming, and/or services under this Agreement and the disclosure is made to Vendor's contractor, subcontractor, processor, or subprocessor that Vendor holds to the same or substantially similar requirements for data privacy, use, and security as contained in the contract. Additionally, any use or disclosure of CCSD Data may only be in a manner that does not violate local, state, or federal privacy laws and regulations.

35.9 Data Destruction or Return. Upon (i) expiration of the term of the Agreement governing CCSD's purchase of Vendor's products and/or services, (ii) upon the earlier termination of the Agreement for any reason, (iii) at a time when some or all of the CCSD Data is no longer needed for purposes of the Agreement, or (iv) upon CCSD's request, Vendor covenants and agrees that it shall promptly return to CCSD all CCSD Data in the Vendor's possession and control in a useable format, free of charge. If return of CCSD Data is not feasible or if CCSD agrees, then the Vendor shall destroy, dispose of, and/or delete all CCSD Data within forty-five (45) days after the termination of this Agreement or after it ceases to provide services to CCSD. Vendor shall destroy CCSD Data in accordance with acceptable industry standards for secure and comprehensive destruction of sensitive data. If requested by CCSD, an officer of the Vendor will certify in writing that all CCSD Data and all copies thereof have been delivered to CCSD or destroyed.

35.10 Legal Compliance. Vendor represents and warrants that it will comply and assist CCSD in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student educational records, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h, the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501, and the Georgia Student Data Privacy, Accessibility, and Transparency Act (O.C.G.A. §§ 20-2-660 et seq.) ("SDA").

35.11 Vendor as School Official. To the extent Vendor has a legitimate educational interest in student educational records and information and must access, maintain, or use such records and information in order to provide services to or on behalf of CCSD and its employees, agents, teachers, and students, CCSD designates Vendor a "school official" within the meaning of FERPA. Vendor will be under the direct control of CCSD with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Vendor may use personally identifiable information and education records only for the purpose of performing its obligations under this

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Agreement and as authorized by the state and federal laws referred to in 35.10 Legal Compliance cited above.

35.12 Vendor as Operator. Vendor shall comply with the SDA to the extent Vendor is an “operator” as defined by the SDA. Specifically, Vendor shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Vendor has acquired because of a student’s use of Vendor’s website, service, or application; (2) use information created or gathered by Vendor’s website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666.

35.13 Privacy, Confidentiality, and Security. Vendor understands and agrees that it is imperative to protect CCSD Data in order to protect public resources and to prevent identity theft or other malicious and damaging acts. Vendor shall meet all applicable industry standards concerning data privacy, data protection, confidentiality, and data security. Vendor agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of CCSD Data. Vendor agrees to maintain security protocols and practices that, at a minimum, are designed to protect CCSD Data from unauthorized access, destruction, use, modification, or disclosure; meet industry standards for protection during the transfer or transmission of any CCSD Data; and ensure that all CCSD Data obtained or generated pursuant to this Agreement are kept in a secure computer environment. Vendor agrees that, as a minimum, it will comply with the requirements of Section 36, Technical and Organizational Security Measures, Industry Standards and Safeguards. Vendor shall meet all applicable industry standards concerning data privacy, data protection, confidentiality, and data security. Vendor agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of CCSD Data. Vendor agrees to maintain security protocols and practices that, at a minimum, are designed to protect CCSD Data from unauthorized access, destruction, use, modification, or disclosure; meet industry standards for protection during the transfer or transmission of any CCSD Data; and ensure that all CCSD Data are kept in a secure computer environment.

35.14 Review of Third-Party Audits and Reports. Upon request by CCSD, Vendor shall provide a copy of its most recent Statement on Standards for Attestation Engagements (“SSAE”) No. 18 audit, SOC2 audit report, or equivalent audit of any data center security controls in which CCSD Data is stored.

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35.15 Audit. CCSD may audit the records and systems of Vendor to ensure compliance with the data security and privacy terms. CCSD will notify Vendor in writing at least ten (10) business days prior to any such audit. If an audit reveals that Vendor is using CCSD Data beyond the scope of the contract, then, in addition to any other remedies available to CCSD, Vendor shall reimburse CCSD for the cost of such audit.

35.16 Security Incident. A Security Incident means any incident, including a breach of data security, leading to the accidental or unlawful destruction, loss, alteration, damaging, or unauthorized disclosure or acquisition of, or access to CCSD Data that Vendor maintains, uses, stores, or otherwise processes in the course of providing the products or services under this Agreement, and any other event which would have to be notified to a data privacy authority and/or individuals under applicable state or federal law. For the avoidance of doubt, "Security Incident" does not include unsuccessful attempts or activities that do not compromise the security of CCSD Data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

35.17 Notice of Security Incident. Vendor shall give prompt written notice to CCSD without unreasonable delay, but no later than ten (10) days after the determination that a Security Incident that may or does impact CCSD Data has occurred, or of any unauthorized use, release, or disclosure of CCSD Data. Vendor shall assist CCSD in remedying each unauthorized use or disclosure at Vendor's expense. Such notice shall include, at a minimum, the following information: 1) A list of the types of CCSD Data that were or are reasonably believed to have been the subject of the Security Incident; 2) the date or estimated date of the Security Incident, if known; 3) whether law enforcement has been engaged; 4) a description of the Security Incident; 5) information on the current state or containment of the Security Incident; 6) the name and contact information for an employee of the Vendor who shall serve as the Vendor's primary security contact with CCSD. Giving assistance does not waive any breach of this Agreement by Vendor, nor does acceptance of the assistance constitute a waiver of any breach of this Agreement. Vendor agrees to comply with the terms of this provision regardless of whether the unauthorized use, release, or disclosure of CCSD Data is the result of or constitutes a material breach of this Agreement.

35.18 Costs of Security Incident. Vendor shall reimburse and indemnify CCSD for all costs imposed on CCSD or reasonably undertaken by CCSD at its discretion associated with a Security Incident, including but not limited to reimbursement of

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costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the CCSD as a result of the Security Incident; and any other notifications, legally mandated responses, or responses reasonably undertaken by CCSD in response to the Security Incident.

35.19 Breach of Data Privacy and Security Terms. Vendor acknowledges and agrees that an award of money damages is inadequate for any breach of the Data Privacy and Security terms by Vendor, or any of their respective agents, representatives, administrators, employees, officers, directors, attorneys, successors and assigns; and that any breach causes CCSD irreparable harm. Therefore, in the event of any breach or threatened breach by Vendor or any of their representatives, CCSD is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages and without the posting of a bond.

35.20 No Unilateral Modifications. CCSD cannot agree to any terms and conditions that are either unknown at the time of signing the contract, or can be unilaterally modified by Vendor. To the extent any of the Vendor Documents permit unilateral modifications, such provisions are null and void.

36.0 Technical and Organizational Security Measures. This section details the minimum technical and organizational security measures which Vendor must implement to ensure the security of CCSD Data.

36.1 Authentication and Access Control. Vendor must have a documented process in place for granting and revoking access to all systems that process or store CCSD Data using adequate security measures that are consistent with industry standards and technology best practices.

36.2 Transmission of CCSD Data. Vendor may send and receive CCSD Data by a secure file transfer protocol (SFTP) connection or a secure internet site transfer using an HTTPS web address. CCSD will not provide data to Vendor through spreadsheets sent by email. All CCSD Data transmitted by Vendor and/or its contractors, subcontractors, processors, and sub-processors will be protected with a transmission encryption solution that complies, as appropriate, with National Institute of Standards and Technology (NIST) Special Publications 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others that are Federal Information Processing Standards (FIPS) 140-2 validated.

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36.3 Encryption. All CCSD Data transmitted by Vendor and/or its subcontractors, processors, and sub-processors will be protected with a transmission encryption solution that complies, as appropriate, with NIST Special Publications 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others that are Federal Information Processing Standards (“FIPS”) 140-2 validated. All CCSD Data stored by Vendor shall be protected with a data-at-rest encryption product utilizing a validated FIPS 140-2 Cryptographic Module with a 128-bit key or higher, whatever the industry standards for encryption are at that time, if better.

36.4 System Security and Vulnerability Management. Vendor must:

- 36.4.1** Have a documented patch management and distribution process that ensures security patches are applied to all systems (to include servers, workstations, laptops) that process and/or store CCSD Data;
- 36.4.2** Employ network security architectural components (to include, at a minimum, firewalls and network intrusion detection/prevention solutions) to adequately protect all systems processing or storing CCSD Data that are accessible from the Internet or other public network;
- 36.4.3** Employ an anti-virus solution with real-time protection and automatic updates on all systems that store or process CCSD Data; and
- 36.4.4** Ensure any web-based solutions storing or processing CCSD Data will adhere to security design best practices including, but not limited to, protecting against the Open Web Application Security Project (OWASP) Top 10 list of security risks, or whatever the industry standards require at that time, if better.

36.5 Physical Security. Vendor must employ physical safeguards and visitor access controls to prevent unauthorized access to all systems and media used to process or store CCSD Data.

36.6 Audit Trail. All systems that process or store CCSD Data must maintain an electronic audit trail that documents system security events. Vendor must ensure that users receive regular security awareness training.

36.7 Disaster Recovery Process. Vendor must maintain a disaster recovery process.

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36.8 Personnel Training. Vendor must implement a security awareness program to train personnel about their security obligations. This program includes training about data classification obligations; physical security controls; security practices and security incident reporting.

36.9 Incident Response. Vendor must have in place a cyber security incident response plan to ensure a timely, effective, and orderly response to information security incidents.

36.10 Vendor Oversight. Vendor shall implement, test, and continually monitor the administrative, physical, and technical controls necessary to protect CCSD Data. CCSD may require Vendor to complete periodic security assessments to ensure compliance with CCSD data security requirements.

36.11 Contractor Compliance. Vendor shall periodically conduct or review compliance monitoring and assessments of Vendor's contractors, subcontractors, processors, and/or sub-processors to determine their compliance with the privacy, use, and security requirements of this Agreement.