

GENERAL CONDITIONS

Addenda: It is the bidder's/proposer's sole responsibility to monitor the CCPS Purchasing website: www.ccps.org to ensure that they download any additional addendums or clarifications prior to submitting their bid/proposal and duly acknowledge receipt of and full understanding of any addenda on the proper bid/proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non-responsive and ineligible for award. It is highly recommended that the submitting bidder/proposer ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation will not relieve the bidder's/proposer's company from any obligation under their proposal as submitted.

Adjustments to Contract: After the award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders/Proposers", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Purchasing Office. In the event that the Contractor is unable to deliver the goods and services of the contract as a result of strikes or acts of God, the Contractor must be held responsible for securing temporary relief in the delivery of the items. The contractor must contact the Purchasing Office within 48 hours in writing prior to such changes to ensure they are acceptable and in agreement with the Purchasing Office. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Agent/Specialist in the form of a contract amendment or a written Purchase Order Change Notice.

Advertising and Promotion of Contract: The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the CCPS Purchasing Office.

Application: The Contractor understands and agrees that this Contract is entered into solely for the convenience and economic advantage offered to the Owner.

Assignment and Delegation: The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Agent/Specialist.

Authority: This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized CCPS employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, must be void and without effect, the Contractor must not be entitled to any claim under this Contract based on those changes.

Award Bidder/Proposer: The Award Bidder/Proposer must provide the items and perform the services with a responsible and professional standard of care, skill, and diligence normally provided by a Contractor in the performance of product or services delivery for the items/services specified. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor must be responsible for the professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder/Proposer must and will, in a professional manner, perform all services, except as otherwise specified, necessary or proper to perform and complete all the work required by this contract, within the time specified, in accordance with the provisions of this bid/proposal and the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with and be

subject to, all terms conditions, requirements and limitations of the Bid/Proposal and Specifications and must complete the entire scope of work to the complete satisfaction of CCPS. Award Bidder/Proposer must be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Bidder’s/Proposer’s Obligation: Bidder’s/Proposer’s must abide by and comply with the true intent of the Bid/Proposal and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part with the true intent and meaning of the specifications, as decided by CCPS, and as described. Deviations, exceptions, omissions, and alternates, etc., in the bid/proposal submission, may render the bid/proposal as non-responsive.

Certification of Compliance: The Owner requires compliance with all applicable provisions listed below including amendments or Executive Orders thereunder and implementing standards and regulations resulting from the following Acts:

Energy Policy and Conservation Act (PL 94-163); Provision of the Occupational Safety and Health Act, the National Occupational Safety and Health Act, Equal Employment Opportunity, Provisions of the Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60), and Attachment O of OMB Circular A102.

Compliance with Applicable Law & Regulations: The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

Contract: A bid or proposal submittal does not constitute a contract nor does it confer any right on the bidder/proposer to the award of a contract. A contract is not created until the submittal is accepted in writing by an authorized representative of CCPS or awarded through a sealed competitive bid or a sealed competitive proposal solicitation process and awarded by the Cecil County Board of Education.

All Bids and Proposals with respect to all items accepted, addenda, agreements, and all papers and documents accompanying the solicitation, including these general and specific conditions will constitute the Formal Contract between the Bidder and CCPS upon acceptance by Cecil County Public Schools or award by the Cecil County Board of Education.

Damage: The Contractor will be held responsible for, and will be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

Data Storage: Data will not be stored outside the United States without prior, specific, informed written consent by Cecil County Public Schools (authorized Owner).

Data Collection, Use, and Sharing: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS. Vendor will collect and use Cecil County Public Schools data only to fulfill its duties and provide services under the Agreement between the parties. The vendor will not share client data, including anonymized data, with or disclose it to any third party. Exceptions to send data to affiliated subcontractors, agents, or third-party service providers of the Vendor as required to fulfill the purpose of the Agreement, may only be made with prior specific and informed written consent by Cecil County Public Schools.

Data Breaches: Vendor shall notify Board of Education in writing as soon as commercially practicable, however no later than seventy-two (72) hours, after Vendor has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT’s Data (an “Incident”) unless it is determined by law enforcement that such notification would impede or delay their investigation. Vendor shall have actual or constructive knowledge of an Incident if Vendor actually knows there has been an Incident or if Vendor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Vendor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Vendor shall promptly take appropriate action to mitigate such risk or potential problem at Vendor’s expense. In the event of an Incident, Vendor shall, at its sole cost and expense, restore the PII and any other Confidential Information, to as close its original state as practical, including, without limitation any and all CLIENT DATA, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

Data Mining, Marketing, and Advertising: The vendor is prohibited from collecting Cecil County Public Schools data for any purposes other than those agreed to by the parties. Data mining or scanning of user or Board of Education content for the purpose of advertising or marketing to students, their parents/guardians, or Board of Education employees and staff is strictly prohibited.

Data Ownership: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS.

Digital Tools Accessibility Compliance: CCPS is committed to ensuring that digital technology is accessible to individuals with disabilities. That is, give equivalent access to digital tools provided to students with disabilities to be independently usable by the student. It must enable the student to acquire the same information, participate in the same interactions, and access the same services as a student without disabilities, with substantially equivalent ease of use. The vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of WCAG 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the Federal Rehabilitation Act of 1973. “Digital tool” is defined pursuant to the Education Article, § 7-910, Annotated Code of Maryland.

Maintenance and Support: During the contract, the vendor shall provide an updated completed Voluntary Product Accessibility Template (VPAT), also known as an Accessibility Conformance Report (ACR), ongoing maintenance and support for accessibility for provided digital tools including:

Accessibility Compliance Audit: The vendor will periodically conduct accessibility audits, at least annually, to ensure continued compliance with WCAG 2.1 Level AA. This audit should include a list of identified WCAG 2.1 Level AA violations and estimated remediation timeframes.

Accessibility Remediation: The vendor shall address any identified violations, conduct validation testing, and provide documentation of the testing results.

Accessibility Indemnification and Guarantees: The vendor agrees to indemnify and hold harmless CCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract. Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or

WCAG 2.1 Level AA may face civil penalties stated in the Education Article, § 7-910, Annotated Code of Maryland.

Third-Party Technology: The vendor acknowledges that supplying third-party technology does not exempt the vendor from ensuring product compliance with this clause. The vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

Determination of Grade: The owner reserves the right to award an item and/or service to another Bidder/Proposer other than the lowest bid if, in its judgment, there is sufficient reason to believe that another Bidder/Proposer will better serve the best interests of the Board of Education of Cecil County, whether based on an objective test, subjective test, or experience.

Drug-Free Environment Policy: The Cecil County Public Schools is committed to a drug and alcohol-free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security, and productivity that we expect all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County to be drug-free. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

Employment of Registered Sex Offenders, Sexually Violent Predators, and Criminal Background Check Certifications for Persons with Uncontrolled Access to Students: Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. Amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would

constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.

- b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
- c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its workforce must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator/child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Examination of Bid/RFP Documents: Each bidder must examine the bid documents carefully and must make a written request to the Owner for interpretation or correction of any ambiguity, inconsistency, or error that which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document is binding. No bidder should rely upon any interpretation or correction given by any other method.

Any interpretation or correction of any ambiguity, inconsistency or error which Bidder/Proposer may discover, concerning the terms, conditions, specifications or verbiage contained in the solicitation document must be submitted in writing only, (5) five business days prior to the date of the Bid opening.

Exceptions: It must be the responsibility of the bidder/proposer to include with its Bid/RFP submittal a list and clarification of any deviations from the CCPS Terms, Conditions, and Specifications. Exceptions must be submitted with the bid/proposal and be attached to the “Offer and Acceptance Form.” Exceptions may be permitted by CCPS, but only if the Bidder/Proposer is notified in writing by the Purchasing Department prior to the approval of the ITB/RFP contract award or acceptance of the Award of Contract letter.

Force Majeure: Except for payments of sums due for products delivered to and accepted by the participating jurisdictions no party must be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of Force Majeure. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

Gifts and Gratuities: Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products, goods and services under provisions of the Contract issued as a result of this Bid or Request for Proposal may not accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

Governing Law/Disputes: The contract must be governed by the laws of the State of Maryland and nothing in this contract must be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Any claim, dispute, or other matter in question, concerning a question of fact will initially be referred to the CCPS Contract Manager in writing. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement must be referred to the CCPS Purchasing Department. The decision made by the CCPS Purchasing Department will be final and conclusive. The decision will be issued in writing to contractor.

Indemnification: Contractor must indemnify and save harmless the Cecil County Public Schools (CCPS), its agents, and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs of every kind and description to which CCPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor’s performance of the work specified or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses or costs be against, suffered or sustained by CCPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom CCPS, its agents and employees, may become liable therefore, except that Contractor must not indemnify and save harmless CCPS, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs arising from or due to the negligence of CCPS or its agents and employees. The whole or so much of the monies due, or to become due the Contractor under the Contract, as may be considered necessary by the Purchasing Department, may be retained by CCPS until such suits or claims for damages must have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Purchasing Department.

Interpretation of the term “Approved Equal”: The Owner reserves the right to evaluate the quality of items and services offered as alternate or approved equal, and further reserves the right to reject any or all items judged not approved.

Method of Bid: Bids/Proposals must be submitted on the basis of individual items and services as specified according to the pricing structure for CCPS requirements on the Bid/Proposal Price Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of a discrepancy between the unit price and the total price, the unit price shall prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt must be paid directly to the entity on behalf of CCPS by the award bidder. Bids must not be withdrawn or altered for a period of ninety (90) days after the opening thereof.

Multi-agency Participation: It is the intent of the Cecil County Public Schools to make this bid/proposal available to any and all governmental and educational agencies. This includes public schools, private schools, parochial schools, and state, community, and private colleges. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to the requesting agencies. This agreement would be upon mutual consent between the Contractor and those agencies. Each participating agency would enter into its own agreement with the Contractor and this contract must be binding only upon the principals signing such an agreement.

Occupational Safety and Health Acts: Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

Order of Precedence: In the event of a conflict in the provisions of this solicitation, the following must prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and Services
- 4) Documents referenced in the solicitation
- 5) Instructions to Bidders/Proposers

Owner’s Right to Purchase from Other Sources: For failure to meet specifications, delivery schedules, or poor administrative or operational procedures or for any other just cause, the Owner reserves the right to purchase from another vendor and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

Payment: Payment must be made within thirty (30) days after receipt of the original and correct invoice properly supported by signed delivery receipts. Invoices may be sent electronically to accountspayable@ccps.org.

Plan for Utilization of Minority Contractors: CCPS encourages the participation of Minority Contractors. Consideration for the award of the contract for a school building, improvements, supplies, or other equipment must be given to the lowest responsive/responsible bidder who conforms to specifications.

Price Adjustment: All unit prices and rates quoted must remain firm during the term of the Contract and subsequent renewal terms as indicated in the Proposal submittal. Contractors may request an increase according to the Consumer Price Index as specified below:

Consumer Price Index: Award Bidder(s) will have sixty - (60) days from the contract anniversary to submit a request for a Consumer Price Index (CPI) increase for the item bid from the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for U. S. City Average; which has been in effect for two (2) months prior to the first day of the contract anniversary date. The column; PERCENTAGE CHANGE FROM 12 MONTHS AGO; will be used to determine the percentage of price adjustment, if any. For calculating the CPI adjustment, follow the instructions below:

Step 1 - Access the U.S. Bureau of Labor Statistics website at the following internet address:
<http://www.bls.gov/cpi/home.htm>

Step 2 - Select the drop-down just under Bureau of Labor Statistics titled “Databases & Tools“.

Step 3 - From the Databases and Tools drop-down and under “Data Retrieval Tools” select Top Picks.

Step 4 - Go down to Price Indexes and put a check in the box next to CPI for All Urban Consumers (CPI-U) 1982-84=100 (Unadjusted) and then go to the bottom of the page and select “Retrieve data”.

Step 5 - Near the top of the page, select More Formatting Options;. Put a check in the box for 12-Month

Percent Change [unselect all others in that group] and then click Retrieve Data. The file can be downloaded into an Excel worksheet.

Basis for Adjustment - Adjustment shall be based on the average of the 12 months percentage published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted on October 5, 2004; the contract anniversary date is October 1, 2004; the BLS has published data up to August 2004; the requested price adjustment would be based on the average from September of 2003 to August 2004...effective October 2, 2004; this calculation shall include monthly BLS data labeled as “preliminary”]

Unit Price Change - Information Required: The following information shall be provided to Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, MD 21921.

The CPI increase is NOT automatic, as the Award Bidder(s) must request the increase. Indicate the Bid Number, Item Number from the Bid document, Current unit price, New/proposed price, Supporting documentation from the CPI and from the manufacturer.

Validation and Decreases - CCPS shall validate the requested item and unit of measure percentage and/or dollar adjustment. CCPS may also review the CPI and reserves the right to decrease commodity prices if such adjustment is reflected in CPI data.

Price Acceptance or Rejection – CCPS reserves the right to accept or reject any price increase within 30 days. If the price increase is rejected, the contract for the item(s) shall be terminated thirty (30) days from the date of the rejection letter.

Purchaser’s Right of Selection: It is the responsibility of the Purchasing Department of the Cecil County Public Schools (CCPS) to evaluate offers and recommend awards. The Owner reserves the right to accept or reject bids/proposals in part, in whole, or waive any informalities that the Board of Education determines will best serve its purposes. The Owner reserves the right to accept a higher bid/proposal that complies with the intent of the bid/proposal provided that in the judgment of CCPS, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. In awarding the bid/proposal, consideration will be given to any previous

performance for the Owner as to the quality of products, goods, and services; and to the bidder's or proposer's ability to perform if awarded the bid/proposal.

Qualification/References of Bidders/Proposers: The Owner may make such investigations as they deem necessary to determine the ability of the bidder/proposer to perform the work as specified, and the bidder/proposer must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner, within a reasonably short period of time, that such bidder/proposer is properly qualified to carry out the obligations of the Contract and to complete the work required.

Quantities: The quantities, as given, are intended only as a guide. The quantities are based on forecasts or previous purchases and are accurate to the best of our knowledge and ability; however, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Record Retention: The Contractor agrees to retain all books, records, and other documents relative to this agreement for seven (7) years after Contract close out after the last day of service and final payment. Each district, its authorized agents, and /or federal/ state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until stated matter is closed.

Royalties & Patents: The Contractor must pay for all royalties and patents and must defend all suit or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

Severability: The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid must not affect any other instruction, term, or condition of the Contract.

Standards of Identity: All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and Federal Law.

Subcontract/Assignment: The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval by the Purchasing Department of Cecil County Public Schools. The subcontractor must, by reference, incorporate all terms and conditions of this Contract.

Substitutes: In the event the Contractor is out of stock and cannot supply the product(s) or service(s) a substitution of equal or better quality, as agreed by an authorized representative of CCPS will be made. All Contract terms and conditions will apply to the products approved for substitution.

Technology-Based Instructional Products: All CCPS technology-based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with Section 508 federal Rehabilitation Act, of 1973 Maryland Subpart B Technical Standards, and the most recent revision of Web Content Accessibility Guidelines (WCAG) Standards at level AA, for accessibility by students and staff, with disabilities.

Per MD Code 7-910, Equivalent access includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including

by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance with accessibility standards in all purchase decisions. (COMAR 13A.05.02.13H)

Termination of Contract: The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.
2. Poor contractor performance, poor administrative procedures, and multiple failures by the Contractor to remedy the problem(s).
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. **If the Owner terminates the Contract for Cause or Convenience, the Contractor shall not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor must be liable for the additional cost incurred by the Owner.**

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will be given to the Contractor.

Waiver and Rejection Rights: Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions of this solicitation, and
- Cancel a solicitation.