# Columbus City Schools

## Purchase Order, Contract, & Solicitation General Terms & Conditions

**Updated November 20, 2020**

1. Solicitations are issued by authority vested in District personnel by the Columbus City Schools' Board of Education.
2. The vendor must immediately notify the Columbus City Schools (CCS / District) in writing of any ambiguity, conflict, discrepancy, omission, or error in a purchase order, contract, or solicitation.
3. Every effort has been made to ensure that the information contained in CCS solicitations is accurate. Information supplied by the District is provided solely as a guideline for vendors and is not necessarily comprehensive or exhaustive. Vendors are encouraged to carry out their own reviews and form their own conclusions.
4. By submitting a response to a solicitation, the vendor acknowledges that it has reviewed and understands the specifications and existing conditions under which the purchase order or contract will be administered including the contents of all documents, exhibits, regulations, conditions at the work site, the difficulties likely to be encountered in the execution of the work, and applicable laws. Once opened, offers may not be altered.
5. Vendors shall not include any proprietary information in their submissions as the District will not be responsible for maintaining the confidentiality of any information. Unless specified otherwise, solicitation responses shall not be delivered by facsimile or e-mail.
6. Addenda may be posted on the solicitation website 72 hours preceding a solicitation due date and time, excluding weekends and holidays. If a document requires addenda, the addenda will become part of a subsequent agreement. It is the vendor's responsibility to check the District's website for addenda. Vendors are bound by such addenda, whether received or not.
7. Any vendor desiring an explanation of a solicitation must make such a request using the e-mail address listed in that solicitation. If the request is addressed, it will be made available to all vendors.
8. Vendor will not comply with any order, directive, or request that changes or modifies the requirements of a purchase order or contract unless issued in writing and signed by an authorized District representative. Any verbal communications will be considered unofficial and non-binding on the District. Questions directed to anyone other than the authorized District representative or statements made by anyone other than the authorized District representative shall be deemed to be unofficial and non-binding on the District. The authorized District representative is solely responsible for any clarifications and for issuing addenda and amendments.
9. If a party to a District purchase order or contract does not demand strict performance of any clause in the agreement, that party has not waived or relinquished any of its rights and the party may at any later time demand strict and complete performance of that clause of the agreement.
10. If this purchase order or contract includes items from the State of Ohio Department of Administrative Services State Term Schedule, those terms and conditions are incorporated, by reference, into District purchase orders and contracts.
11. The vendor is solely responsible for the acts of the vendor, its employees, subcontractors, and agents.
12. These terms and conditions supplement the CCS Board of Education Local Economically Disadvantaged Enterprise policy which is incorporated, by reference, into District purchase orders and contracts.
13. If the amount of a purchase order or contract exceeds $25,000 and includes building, repairing, enlarging, improving, or demolishing any school building, the vendor shall provide and pay for a bond, or bonds, in compliance with Ohio law covering the payment and performance of the work.
14. In the event the vendor's selling price at the time of shipment, or the time that services are provided, is lower than indicated on a purchase order or contract, the vendor will apply the lower price to the current order.
15. No increase in the prices specified on a purchase order or contract will be accepted unless written authority for such an increase is given by the Purchasing Director or designee. Reasonable quantities in excess of the quantity specified may be accepted, but the District reserves the right to return excess overage at the vendor's expense.
16. Columbus City Schools may purchase items during the term of the contract that are not included in the core list of products for which the vendor has submitted prices. By submitting responses, vendors are agreeing to provide identical discounts on these additional products as those on the core list.
17. These terms and conditions supersede vendor's terms and conditions which are contrary to those set forth in this document.
18. Vendor shall make no substitutions or changes in this order without written authority executed in the same manner as the original order.
19. The vendor will maintain a comprehensive insurance program including general business liability insurance with coverage that is appropriate to the level of risk associated with the products and services provided. If providing professional services, the vendor must maintain professional liability (errors & omissions) insurance that is appropriate to the level of risk. An updated Certificate of Insurance reflecting the type of coverage and amount must be maintained on file with the Columbus City Schools. CCS must be notified in writing 30 days in advance of any changes in the vendor's insurance. If changes occur, a new certificate must be supplied to the Columbus City Schools. CCS reserves the right to approve all deductibles and levels of self-insurance retention. CCS reserves the right to ask that the District and the Board of Education be named as additionally insured entities on the vendor's policy. It is the vendor's responsibility to ensure that any subcontractors maintain appropriate levels of insurance as described herein. Vendors that deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the vendor must maintain combined, single limit coverage for personal injury, bodily injury (including death) and property damage of not less than $2,000,000 per accident.
20. Columbus City Schools will not award a purchase order or contract to any vendor that is currently listed on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. If the vendor appears on the list, the vendor is disqualified from doing business with the Columbus City Schools and this purchase order or contract is void.
21. In accordance with O.R.C. §9.24, vendor certifies that the Auditor of the State of Ohio has not made a finding for recovery against the vendor that is unresolved. If the vendor has a finding for recovery, the vendor must reconcile that finding within 60 days or be disqualified from fulfilling the terms of a purchase order or contract.
22. Vendors must not be charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.
23. Unless otherwise noted, all invoices are to be billed to the Columbus Board of Education and mailed to the Treasurer's Office at 270 E. State Street, Columbus, Ohio 43215. Invoices must be tendered no later than the 10th of the month following the month in which the charges were incurred. The District will have 30 calendar days to make payment after receipt of a valid invoice. Valid invoice(s) should include: (1) Vendor's name, address, e-mail, and telephone number (2) Remittance address, (3) Service/Subscription period, if applicable, (4) Location at which service was performed, (5) Date service was performed (6) Quantity and Unit cost of goods, which must match purchase order pricing, (7) Extended cost, (8) Description of the product or service that would be understood by a lay person, (9) Purchase Order number, and (10) Performance statistics, if applicable. If performance statistics are a contract

requirement, invoices may be delayed until those reports are provided to the appropriate department. If the Consumer Price Index decreases or the supplier's prices decrease, the vendor must notify Columbus City Schools immediately and incorporate the price decreases into all invoices for delivery of subsequent products and services.

24. All costs charged to CCS must be the net of all discounts, rebates, allowances, or cost reductions received by the vendor from their suppliers.

25. It is understood that the cash discount period will extend to the 15th of the month following the month in which the invoice was received. Invoices incorrectly or incompletely executed will be returned for correction or completion and the discount period shall not commence until a correct invoice is received.

26. While vendors may offer prompt payment discounts and other incentives, for the purposes of any solicitation, such items will not be used to determine the vendor's price.

27. Pursuant to O.R.C. §125.111, vendor certifies that: (1) in the hiring of employees for the performance of work under a contract, subcontract, or purchase order, neither it nor any of its subcontractors, by reason of race, color, religion, sex, age, disability as defined in O.R.C. §4112.01, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the purchase order or contract relates; (2) neither it, its subcontractors, or persons acting on its behalf or the behalf of any subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work on account of race, color, religion, sex, age, disability as defined in O.R.C. §4112.01, national origin, or ancestry; and (3) it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in O.R.C. §122.71(E)(1), and that it shall file annually a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

28. The vendor shall be solely responsible for initiating, maintaining and supervising safety precautions and programs in connection with its work. The vendor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The vendor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

29. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the vendor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by the vendor.

30. Payment will not constitute an acceptance of work, materials, or equipment not provided in accordance with purchase order or contract documents. Payment also does not relieve the vendor of liability for any express or implied warranties or responsibility for faulty materials, workmanship, or service. The vendor shall remedy any defects in the work, materials, or equipment and pay for any other resulting damage to other work, materials, or equipment which appears within one (1) year of final acceptance. Nothing stated herein will relieve the vendor of common law liability for latent defects, which may appear after the expiration of the warranty period.

31. The District reserves the right to terminate a purchase order or contact if key personnel identified prior to the agreement are no longer available to complete the work. The District also reserves the right to approve personnel performing the work under any agreement. If the District is dissatisfied with any individual assigned to perform such work, the District may require that the vendor assign a different person or persons to perform the work.

32. The vendor will provide and pay for all material, labor, tools, transportation, and handling necessary for the furnishing, delivery, assembly, and installation of any equipment related to a purchase order or contract. The vendor will complete inspection before, during, and after installation of equipment. Vendor will be responsible for any damage to the premises of any site as the result of equipment installation and shall repair and restore any area so damaged to its original condition in a time frame designated by CCS. The vendor will keep the premises and areas in which work is performed free from accumulated waste, tools, installation equipment, machinery, and surplus materials. The vendor will remove all installation related trash from the premises.

33. All equipment, materials, construction, and services are subject to inspection and rejection, notwithstanding prior payment to obtain a cash discount. Columbus City Schools will make the final determination of quality acceptance or rejection. Material rejected on account of inferior quality or workmanship or that fails to conform to the purchase order or contract will be returned to the vendor, at the vendor's expense, including transportation both ways.

34. The District has the right to inspect the vendor's work including, but not limited to, product testing and inspection of installed equipment at a time and place of its choosing. The right to inspect does not create a duty for the District to inspect and failure to conduct an inspection does not relieve the vendor of the responsibility to meet the specifications.

35. CCS will bear no risk of loss or damage during the period of transportation and installation, or during the entire time any equipment is in the possession of CCS except when loss or damage is due to negligence by CCS. If damage or loss caused by CCS negligence occurs to the installed equipment, the vendor will submit an invoice and a written damage evaluation to CCS. If the damaged equipment can be repaired, the vendor will invoice CCS at the vendor's lowest current price for parts and labor. If the equipment needs to be replaced, the CCS Purchasing Department will negotiate with the vendor to arrive at the depreciated value of the replacement equipment.

36. The vendor agrees to protect, defend, indemnify, and hold harmless the Columbus City Schools and its respective officials, employees, agents and representatives, against loss, damage, claim, or liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees which may be incurred in connection with disclosure of proprietary information, claims involving patent or copyright infringement on the products and services provided, and claims by third parties for injury or damage to persons or property arising from the acts or omissions of the vendor, its officers, employees, agents, or subcontractors in providing products or services to the District.

37. Asbestos containing materials exist in some school buildings. The vendor shall familiarize itself with the information available from the Columbus City Schools, or the specific school building's administrative office, as to the location of asbestos containing materials or suspected asbestos containing materials. The vendor will provide that information to all persons employed by the vendor and any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform any of the work. No asbestos containing materials shall be utilized by the vendor and the vendor shall be required to certify in writing that the materials utilized do not contain asbestos. In addition, no known or suspected toxic or hazardous material shall be utilized by the vendor if a substitute product is available and equal to the known or suspected toxic or hazardous product. Any time a known or suspected toxic or hazardous material is to be used, written permission must be received in advance from the Columbus City Schools.

38. All shipments must be FOB destination with freight and packing, including tax, paid by the shipper. Deliveries will be made to the address specified by the location placing the order.

39. Most departments cannot receive pallets. However, some departments may require 40" x 48", four-way pallets with heights not to exceed 48".

40. Vendors doing business with the Columbus City Schools must pay subcontractors and suppliers in a timely fashion.

41. The vendor, its employees, and subcontractors will not engage in harassment against any Columbus City Schools' staff member or student on the basis of race, sex, sexual orientation, religion, national origin, age, gender identity or expression, ancestry, familial status, military status or disability, as prohibited by Columbus City Schools' Board of Education policies.

42. The vendor will comply with all applicable federal, state, and local laws in the conduct of the work specified in a purchase order or contract, including applicable state and federal laws regarding drug-free work places.

43. Requests for Proposal and Requests for Qualifications are not subject to the provisions of O.R.C. §3313.46.

44. Purchase orders and contracts may not be assigned or otherwise transferred to others by the vendor without the prior written consent of the District.

45. Columbus City Schools reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time specified, or within 60 days of the order date, if no date is specified. If applicable, deliveries will be made during normal school hours which are 8:00 a.m. until 3:30 p.m. Local Time. All requests for extensions beyond the original delivery date must be directed to the department placing the order. Full delivery of orders must be completed by the date specified to avoid late delivery charges. Partial deliveries are not satisfactory unless a written request from the vendor is received and approved prior to the delivery date. Damages assessed for late deliveries will include work days, holidays, and weekends.

46. Vendor protests arising out of, or relating to, the solicitation process, a purchase order, contract, or award must be submitted in writing to the Purchasing Director no later than 5 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the submission deadline must be filed prior to that deadline. The Purchasing Director will issue a decision within 10 business days. Vendors that wish to appeal the decision must do so by contacting the Chief Operating Officer (COO) at 270 East State Street, Columbus, Ohio 43215, within 5 business days of notification of the Purchasing Director's decision. The COO will issue a decision within 10 business days of receiving a written appeal of the Purchasing Director's decision. The decision of the COO is final. Award protests from vendors that do not respond to a solicitation will not be addressed.

47. Selected vendors will be required to conduct criminal background checks on all employees who will be working on school property and must not permit any employee to enter the premises of the Columbus City Schools who has been convicted of any offense listed in O.R.C. §3319.39(B)(1). The vendor must provide written certification that no employee who enters District property has been convicted of, or pled guilty to, an offense listed in O.R.C. §3319.39(B)(1).

48. The vendor will perform its duties as an independent contractor and not as an employee of the Columbus City Schools. Neither the vendor nor any agent or employee of the vendor will be, or will be deemed to be, an agent or employee of the Columbus City Schools.

49. Responses to solicitations must remain valid for a period of 180 days after the response submission due date to allow for proper evaluation, reference checks, and Board of Education approval.

50. In the event that the District shares education records with the vendor, the vendor is subject to the provisions of the Family Educational and Privacy Act regarding the use and re-disclosure of personally identifiable information from educational records included in 34 C.F.R. §99.33 as well as other requirements established by the District.

51. Neither party shall be liable for failure or delay in performance under any purchase order or contract due in whole or in part to an act of God, strike, war, civil commotion, sabotage, fire, flood, explosion, acts of any government, or any other causes which are not within such party's reasonable control. During any period of vendor's inability to perform, the District may acquire from other sources, without incurring liability to the vendor, said goods or services.

52. Purchase orders and contracts shall be governed by Ohio law. The validity, construction, and effect of a purchase order or contract and any claims arising under them shall also be governed by Ohio law. Any provision of this purchase order or contract prohibited by Ohio law shall be deemed void and of no effect. Litigation arising out of or relating in any way to a purchase order or contract, or the performance there under, shall be brought in a court located in Franklin County, Ohio.

53. If any of the terms, covenants, provisions, or agreements contained herein are held invalid, illegal, or unenforceable by a competent court or arbitrator, the purchase order or contract shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained therein and the remaining provisions shall be valid and enforceable.

54. All right, title, and interest in all intellectual property conceived or developed in the course of a contractor's work for Columbus City Schools under a purchase order or contract shall be the property of Columbus City Schools.

55. The vendor agrees to submit to the District for approval all advertising, sales promotion and other materials wherein the Columbus City Schools' name is mentioned or language is used from which the District's name, in the District's judgment, may be implied. The vendor further agrees not to publish, use such advertising or sales promotion without the prior written consent of the Columbus City Schools except that may be required by law.

56. The vendor will keep all financial records consistent with the Statement on Auditing Standards (SAS) No. 112 and is required to provide Columbus City Schools, or its agents, access to any and all related records.

57. The vendor will be solely responsible for all federal, state, and local taxes, fees, and payments including, but not limited to; property tax, Unemployment Compensation insurance premiums, Workers' Compensation payments, all income tax deductions, Social Security deductions, School Employees Retirement System payments if applicable, State Teachers Retirement System payments if applicable, and any other taxes or payroll deductions required for all employees engaged by the vendor in the performance of the work specified. The vendor will hold CCS harmless for all claims arising from payment of such taxes and fees.

58. The vendor will maintain, during the life of the purchase order or contract, adequate Worker's Compensation coverage for all employees and, in case any work is sublet, require the subcontractor to provide Worker's Compensation coverage for the subcontractor's employees, unless such employees are covered by the protection afforded by the vendor. The vendor will furnish a copy of the Worker's Compensation certificate showing that the vendor has paid all premiums required by law and by the Ohio Bureau of Workers Compensation.

59. The Columbus City Schools does not pay local, state, or Federal transportation or fuel surcharges.

60. The vendor will obtain and post all licenses and permits as required by federal, state, and local law.

61. The vendor will comply with all CCS building rules and regulations.

62. Vendors are required to disclose in writing any relationship or affinity with a member of the Columbus City Schools Board of Education, authorizing official, or member of any solicitation evaluation committee. Failure to properly disclose such a relationship may result in termination of the purchase order or contract and may jeopardize the vendor's future business opportunities with the District.

63. The vendor must not be owned, in whole or in part, by, or a creditor of, an employee of the District or a spouse, parent, grandparent, child, grandchild, sibling of or any person related by blood or marriage to an employee or official of the District. This prohibition shall not apply where the vendor is a publicly traded

corporation in which the District employee or other listed relative has an ownership interest of less than 5% of the public corporation's outstanding stock or is a creditor due to holding less than 5% of the public corporation's outstanding debt.

64. Columbus City Schools reserves the right to vet any vendor before final award. Vetting is defined as reviewing the vendor's capabilities to ensure that the vendor has the ability, personnel, resources, equipment, financial strength, and general wherewithal to execute the contract or the work outlined in a purchase order or contract. That process may include, but is not limited to, a visit to the vendor's location, review of financial records, employee interviews, and the examination of equipment that will be used to complete relevant work.

65. Vendors interested in doing business with the Columbus City Schools must complete an on-line vendor application which can be found in the "Vendors" section of the Columbus City Schools' website at http://www.columbus.k12.oh.us. Vendors that provide paper responses to electronic solicitations may be considered non-responsive.

66. The District uses Public Purchase as a third party site to conduct most of its solicitations. Those solicitations can be found at http://www.publicpurchase.com. Public Purchase has no affiliation with the District other than as a service that facilitates communication between the District and its vendors. Public Purchase is an independent entity and is not an agent or representative of the District. Communication with Public Purchase does not constitute communication with the District. The District is not responsible for errors and omissions occurring in the transmission or downloading of any documents from this website. Vendors that experience problems with the website should contract Public Purchase.

67. Late responses to solicitations will not be considered and will be returned unopened. The time clock in the Columbus City Schools department accepting delivery of vendor responses will serve as the official record of the date and time that the responses are received and will be the sole factor in determining if responses are received in time to be considered. Mailed offers must allow for transit time to ensure receipt by the deadline. This includes responses delivered via fax. Vendors should note that delivery of fax responses is not instantaneous and that the time stamp on fax machines at the origination location can be manipulated. As such, the time stamp on the fax machine at Columbus City Schools will serve as the official record of the date and time that faxed responses are received. The responsibility for submission of responses by the due date and time rests solely with the vendor. The District is not responsible or liable for lost or misdirected responses including responses that are improperly addressed or improperly identified and are opened too late to be considered with other responses. The District will not be responsible for ensuring that response contents are kept confidential if the responses are opened early because the responses were improperly addressed or improperly identified.

68. The District reserves the right to reject all offers, waive minor defects and technicalities in vendor responses and vendor specifications, amend the original estimates, solicit new offers, or to make no award. Offers failing to respond to all requirements may be rejected.

69. The District reserves the right to award to more than one vendor if, in the opinion of the District, multiple vendors would better satisfy District requirements.

70. Some projects may require that vendors attend mandatory pre-solicitation meetings prior to submitting a response. Those meetings must be attended by an employee of the company who is knowledgeable about the products or services that will be discussed. Vendors may not send a representative who is not a direct employee of the company, nor may vendors send a subcontractor to represent the company. Responses from vendors that did not attend a mandatory meeting will be rejected. The District may, at its discretion, hold additional pre-solicitation meetings for a given solicitation based on need or attendance.

71. A post-award debriefing is available to any vendor that submits a response to a solicitation. It is the vendor's responsibility to request such a meeting. That request should be sent to the Purchasing Director.

72. The District may terminate a purchase order or contract, at its discretion, if it is not satisfied with the quality of the services or products provided by the vendor; the vendor fails to meet specification requirements; the vendor fails to correct or replace unacceptable work at the vendor's expense; the vendor fails to deliver the supplies or to perform the services within the time specified; the vendor fails to make progress in correcting a default; or the vendor fails to cure a default after receipt of a notice specifying the default. The District may acquire in the manner it considers appropriate, supplies and services similar to those terminated, and the vendor will be liable to the District for any excess costs of those supplies and services. However, the vendor will continue the work not terminated.

73. If a vendor does not perform to expectations, the following process may be followed:

    a. The affected department will contact the vendor to resolve the problem. If performance does not improve to an acceptable level:

    b. A Purchasing Department representative will contact the vendor to resolve the problem. If performance does not improve to an acceptable level:

    c. A formal meeting will be held with a vendor representative, the affected department, and a Purchasing Department representative. This meeting may include representatives from the CCS Legal Department. If performance does not improve to an acceptable level:

    d. Remedial action may be taken including, but not limited to, withholding payment of invoices and / or imposing liquidated damages. If performance still does not improve to an acceptable level:

    e. The contract may be terminated. In addition to the steps listed above, termination may be preceded by the following:

        i. Cure Notice.

        ii. Show Cause Notice.

        iii. Notice of Termination for Default.

74. If, after termination, it is determined that the vendor was not in default, or that the default was excusable, the rights and obligations of the parties may be reinstated in compliance with the original agreement.

75. If failure to perform is caused by the default of a subcontractor, and if the cause of the default is beyond the control of the vendor and subcontractor, and without fault or negligence of either, the vendor will not be liable for any excess costs for failure to perform, unless the subcontracted supplies and services were available from other sources in sufficient time for the vendor to meet the required delivery schedule.

76. Vendor responses may constitute public information pursuant to the Ohio Public Records law, O.R.C. §149.43, and may be required to be made available for public inspection and copying upon request. Should a vendor contend that some or all of the submission is exempt from disclosure under O.R.C. §149.43, it shall clearly identify on each page of any submission those contents for which it claims an exemption and the legal basis thereof. Portions of a vendor response which are not so identified shall be subject to release by the District in response to a public records request. Where the vendor has made a claim of exemption, the District will notify the vendor at least 3 business days prior to the date on which vendor information is to be made available for inspection by a third party.

77. Columbus City Schools may request additional information from a vendor at any time during the solicitation process.

78. After an award, the District will have the right to duplicate, use, or disclose the information received during a solicitation to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's right to use, without restriction, information contained in a solicitation response

if it is obtained from another source. If the vendor receives a request for such information from other sources interested in the procurement process, the vendor will immediately send the request to the District's Legal Department.

79. The Columbus City Schools is not responsible for any cost associated with the preparation of responses to a solicitation or any other costs incurred by any vendor prior to the execution of a contract or purchase order.

80. All documents, samples, and other materials submitted in vendor responses become the property of the Columbus City Schools and CCS may choose to retain these materials. If CCS chooses to return the materials to the vendor, it will be done at the vendor's expense.

81. Quantities listed in a solicitation document are estimates that may vary and are not guaranteed.

82. The District may eliminate a solicitation line item from consideration if a number of vendors do not bid on the item, the item is no longer in general circulation, there is sufficient confusion preventing vendors from providing a price, the specifications are found to be unclear, or for any other reasons that the District, in its sole discretion, deems relevant. As such, that item will not be used when comparing vendor responses to make an award.

83. Columbus City Schools reserves the right to postpone the opening of responses to a solicitation for its convenience.

84. Vendors must not communicate with anyone in the District from the time a solicitation is released until the time of an award except as specified in the solicitation. Vendors that violate this directive may be excluded from consideration. This stipulation excludes normal business that is unrelated to pending solicitations.

85. Vendor shall not file a lien or encumbrance against property owned by the District or against any items obtained as a result of a purchase order or contract.

86. Acceptance of a response takes place after approval by the Columbus City Schools' Board of Education. Vendors may not ship goods or provide services until a purchase order is issued.

87. In the event that any product, equipment, or device provided by the vendor exhibits a tendency of continuous breakdown or produces poor quality output for a period of four (4) consecutive weeks, the District reserves the right to require the vendor to replace the item with a substitute that is acceptable to the District.

88. All agreements are subject to annual appropriation by the Columbus City Schools' Board of Education. In the event that the funds necessary for the continuation of the agreement are not approved for expenditure in any year, the agreement will terminate on the last day of the fiscal year in which funding was approved, without penalty to the Columbus City Schools.

89. The District reserves the right to request best and final offers from vendors or to negotiate with vendors before making an award. The District also reserves the right to negotiate with a vendor if the District receives a single response, or no responses, to a competitive solicitation.

90. If an evaluation process results in a tie between two or more responsive and responsible vendors, the District may request best and final offers from those vendors with tied scores or the District, in its sole discretion, may select a vendor for recommendation of the award, to the Board of Education, from the list of tied vendors. This process may include a second vote of the evaluation team to select between the tied vendors.

91. Vendors may withdraw their responses at any time before the solicitation deadline. After the opening, vendors may only withdraw their offers as provided in ORC 9.31. Vendors that are found in breach of a contract or that withdraw their responses after recommendation for award may be deemed non-responsible for a period of up to two (2) years.

92. If errors in multiplication or addition occur, the unit price will be used to calculate the correct total price. If errors occur in the unit price, the vendor may be disqualified. Notice of an intention to withdraw such a response must be made in writing to Columbus City Schools within three (3) business days after the vendor is notified of the error.

93. The purchase order or contract contains the entire agreement. The parties have made no agreements or representations, either written or verbal, relating to the subject matter thereof, which are not set forth in the purchase order or contract.

94. If vendors are allowed to submit questions during a solicitation process, the District may eliminate duplicate questions, correct grammar, and make other changes to those questions to facilitate a better understanding of the responses and the solicitation.

95. Data is defined as any information that the vendor creates, obtains, accesses, receives from the District, or on behalf of the District, or uses in the course of its performance of a contract or purchase order. This includes, but is not limited to, student information; employee information; social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Family Educational Rights and Privacy Act, ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 and federal regulations adopted to implement that act; Ohio law; District Board of Education policy; and any other applicable federal law or regulation. The vendor will comply with ISO/IEC 27002 (Information Technology – Code of Practice for Information Security Management). The vendor further agrees that any transfer of data between the District and the vendor or within the vendor's computing environment will take place using encrypted protocols such as SSL, stp, or scp. The vendor certifies that all backups of the District's data will be stored and maintained in an encrypted format using at least a 128 bit key. The vendor will not disclose, transmit, share, sell, or license to any third-party, or otherwise disseminate District data in any manner. The vendor may disclose District data to its employee, subcontractors, consultants, or agents, but must ensure that those individuals and entities use that data solely for the purpose of performing its obligations under a contract or purchase order. The vendor will only disclose data to those individuals or entities that are required to comply with the District's data security requirements. The District may audit any vendor systems that have access to District data, including system environments, security procedures, on-site security reviews, and vulnerability and disaster recovery testing. The vendor will have policies and procedures to detect patterns, practices, or specific activities that indicate the possible existence of data theft and take appropriate steps to prevent or mitigate that theft. If vulnerabilities are identified, the vendor will promptly document and implement a mutually agreed upon remediation plan and, upon request, provide updates on the status of the implementation. The vendor will resolve any material issues as soon as practical. The vendor will immediately notify the District of any actual or reasonably suspected unauthorized access to, or use of, District data under the vendor's control. The vendor will fully cooperate with the District to investigate any such unauthorized access. The vendor will provide a written report of any breach within 24 hours of the occurrence including a remediation plan and the impact on contract deliverables. In the event of a breach, the vendor must assume responsibility for notifying affected individuals in accordance with applicable law and to indemnify, hold harmless and defend the District, its officers, and employees against any claims, damages, or other harm related to the breach and the notification. The vendor agrees to retain all authentication logs for a minimum of three months from the date of the creation of such logs. The vendor agrees to provide the District with contact information, including phone number and email address, of at least one security contact who will respond to the District, regarding such matters, in a timely manner. The vendor acknowledges that all data given to the vendor, or made accessible to the vendor's systems or personnel, remains the intellectual property of the District. The District has the right to immediately take possession of, and retain for safekeeping, all District data in the vendor's possession or under the vendor's control. The District may retain the data until it has assurance that the data will be protected to its satisfaction. Data security requirements will survive the expiration or termination, for any reason, of any contract or purchase order. The vendor will not commingle District data with the data of any other person or entity. If legally required to disclose District data, the vendor will notify the District within 48 hours of receiving the request and allow reasonable opportunity, prior to disclosure, to seek appropriate protective measures or other remedies. The vendor will return or destroy District data within 30 days of a request or within 30 days of the date that the vendor no longer requires District data to perform its obligations. The vendor will certify in writing that all of the data has been returned or destroyed.

96. The District may debar, for a period of up to two years, a defaulting, irresponsible, or non-performing vendor from doing business with the District. Debarred vendors are not eligible to submit responses to solicitations or receive any contract or purchase order from the District. This applies to vendors that have been debarred by the federal government, the State of Ohio, or any of its political subdivisions. The District may debar a vendor for any of the following reasons:

    a. Defaults on any bid, proposal, or contract with the District.

    b. Providing false information regarding LEDE status.

    c. Failure to cooperate in the District's monitoring of contract performance.

    d. Repeated complaints regarding performance of a contract.

    e. Failure to respond adequately to complaints regarding performance of a contract or other issues.

    f. Failure to pay taxes or to pay any financial obligation to the District.

    g. Debarment by the federal government, the State of Ohio, or any of its political subdivisions.

    Vendors are responsible for, and may be debarred for, the acts of their partners, joint ventures associates, subcontractors, or any individual acting on behalf of the vendor. As alternatives to debarment, the District may use other remedies, such as the rejection of solicitation responses, contract termination, liquidated damages, or filing a claim for recovery under the bond(s) guaranteeing contract performance or pay. Debarment of an entity shall include debarment of any of its divisions, organizational units, affiliates, and subsidiaries. A vendor that is awarded a District contract while debarred by the federal government, the State of Ohio, or any of its political subdivisions while working on a District contract will be considered in default of the District's contract and subject to debarment. If the reason for debarment remains fundamentally unchanged after two years, the District may extend the debarment period. The Purchasing Director shall provide written notice by certified mail to any vendor that is to be debarred. That party shall have fourteen calendar days to submit written information to the Purchasing Director to challenge the potential debarment. The Purchasing Director shall have fourteen calendar days following the receipt of any materials challenging the debarment to issue a written decision regarding the debarment and send the decision by certified mail to the vendor that challenged the decision. The decision of the Purchasing Director may be appealed in writing to the Chief Operating Officer within fourteen calendar days after receipt of the Purchasing Director's decision. The Chief Operating Officer's decision is final. The debarment period may be reduced if:

    a. Material evidence pertaining to the debarment is discovered.

    b. There is a bona fide change in business ownership.

    c. There has been a cure or elimination of all reasons for which the debarment was imposed.

    Expiration of the debarment period does not constitute reinstatement. The District may require as applicable:

    a. Prompt and complete financial restitution to the District and all interest on penalties or late payments.

    b. Written proof that the vendor is a taxpayer in good standing.

    c. Proof of the elimination of the current suspension or debarment by any other public entity.

    d. Proof that all debarred parties have no financial or management participation in control or conduct of the business.

    e. Three references, at least one of which must be a public entity, confirming that the vendor has satisfactorily performed a similar contract within the immediately preceding two years.

    f. Evidence of the vendor's financial capacity to perform a contract of the type it customarily would seek, including but not limited to, two years of audited financial statements or comparable business documents.

    The District shall not be liable for any expenses, delays, or loss as a result of the debarment of a vendor.

97. Acceptance of a Purchase Order shall be deemed accepted when any of the below occurs:

    a. A vendor acknowledges receipt and acceptance of the Purchase Order through signature and return of requisite documentation to Columbus City Schools.

    b. Work has been started by the Vendor in order to satisfy a Purchase Order.

    c. Vendor places orders with its suppliers and or subcontractors in order to satisfy a Purchase Order.

    d. No counter offer, amendment, or objection from the Vendor has been received in writing by Columbus City schools within (5) business days of receipt of a Purchase Order.