

## DEFINITION OF TERMS

Meta Data - Structured information that describes, explains, locates, or otherwise makes it easier to retrieve, use, or manage an information resource. Retrieved from [https://www.arma.org/standards/glossary/index.cfm?id\\_term=291](https://www.arma.org/standards/glossary/index.cfm?id_term=291).

FTP – aka file transfer protocol A communications protocol governing the transfer of files from one computer to another over a network. Retrieved from <http://www.thefreedictionary.com/FTP>.

16 MM Silver – aka silver halide microfilm - Archival quality polyester-based film containing images produced by exposure of light sensitive silver halide crystals suspended in a gelatin emulsion. Retrieved from [https://www.arma.org/standards/glossary/index.cfm?id\\_term=422](https://www.arma.org/standards/glossary/index.cfm?id_term=422).

24X reduction - Reduction rate is the ratio of a linear dimension of the object to the corresponding dimension of the image on film. Thus if a document is 12 inches long and the corresponding dimension on film is 1 inch, the rate of reduction is 12 to 1. This ratio is also expressed as a reduction of 12 diameters, as reduced 12 times, or sometimes as a 12X reduction. Retrieved from <http://www.archives.gov/preservation/formats/microfilm-prep.html>.

16 MM Diazo Duplicate – aka diazo microfilm - A type of non-archival quality film processed by exposure to ammonia and used as a medium for use copies of master microforms. Retrieved from [https://www.arma.org/standards/glossary/index.cfm?id\\_term=138](https://www.arma.org/standards/glossary/index.cfm?id_term=138).

Single level image mark (blip) - An optical mark, usually rectangular, within the recording area and located in the image mark channel, below and/or above the image area on a roll of microfilm. Used in image mark retrieval systems for automatically counting or locating image frames. Retrieved from <http://www.gpo.gov/vendors/microforms.htm#>.

TIFF Group IV format - A widely used bitmapped graphics file format developed by Aldus and Microsoft that handles monochrome, gray scale, 8-and 24-bit color. Retrieved from [http://www.pcmag.com/encyclopedia\\_term/0,2542,t=TIFF&i=52900,00.asp](http://www.pcmag.com/encyclopedia_term/0,2542,t=TIFF&i=52900,00.asp).

ECMp - Vendor-neutral certification that validates a professional's level of expertise in the technologies and best practices used to plan, design, and specify a document imaging/document management system. Level I, Practitioner Retrieved from <http://www.aiim.org/Education/ECM-Enterprise-Content-Management-Training-Courses.aspx>

ECMs - Vendor-neutral certification that validates a professional's level of expertise in the technologies and best practices used to plan, design, and specify a document imaging/document management system. Level II Specialist Retrieved from <http://www.aiim.org/Education/ECM-Enterprise-Content-Management-Training-Courses.aspx>

Acquisition - the process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Addenda – a written addition or supplement to a document, for example, items or information added, deleted, or changed on a procurement document.

Alternate Bid - a substitute bid or a bid submitted with an intentional substantive variation to a basic provision, specification, term, or condition of the solicitation. Alternate bids shall only be provided when requested in the bid documents.

Best Value Bidding - the purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific goods or services based on pre-determined criteria identified by SCSD.

Bid - written solicitation for competitive sealed bids to provide equipment, supplies, services, or construction items. Bidder - shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Bid - Sample** - a sample offered by a bidder when required in an invitation to bid (ITB). The samples are considered a required part of the bid and are examined and tested for conformance with the requirements of the ITB.

**Conflict of Interest** - an actual or potential situation in which the personal interests of a vendor, employee, or public official, are, or appear to be, in conflict with the best interests of SCSD.

**Contract** - a mutually binding legal instrument obligating the seller to furnish the supplies or services and the Purchasing Department to pay for them, including but not limited to purchase orders and formal agreements.

**Contract Modification** - means any written change in the terms of a contract. **Contractor** - the bidder, proposer, offeror or respondent.

**Descriptive Literature** - means information provided by an offeror, such as cuts, illustrations, drawings, and brochures that shows a product's characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

**FOB Destination** - free on board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

**In Writing** - any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

**Insurance** - means a contract in which one party, for a fee, undertakes to protect another party against loss, damage or liability arising from an unknown or contingent event.

**Latent Defect** - an unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.

**Laws and Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school district.

**Lobbying** - is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a District Member or District personnel after advertisement and prior to the award of a bid or contract.

**Lump Sum** - the total price of a group of items which is priced as a whole.

**Notice of Award** - the written notice of the acceptance of the solicitation from Suwannee County School District to the Contractor/Consultant.

**Offer** - a responder to a solicitation, if accepted, would bind the offeror to perform the resulting contract.

**Offeror** - one who submits a bid in response to a Request For Proposal (RFP), Invitation To Bid (ITB), Invitation To Negotiate (ITN); one who makes an offer in response to a solicitation.

**Owner** - SCSD

**Pricing** - the process of establishing a reasonable amount to be paid for supplies or services.

**Procurement Representative** - the Procurement Services employee identified in the bid documents who is primarily responsible for processing the solicitation.

**Procurement Services Department** – is also referred to as Procurement or Purchasing. Purchasing Department within Suwannee County School District is responsible for the administration of this solicitation.

Purchase Order - a purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Qualification Requirement - means a District's requirement for testing or other quality assurance demonstration that must be completed before award of a contract.

Qualified Products List (QPL) - an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, SCSD has determined will meet the applicable specification requirements.

Responsible Bidder - Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder - Bidder who has submitted a bid that conforms in all material respects to the solicitation.

Shipment - the process of transporting goods.

Signature or Signed - the discrete, verifiable written symbol of an individual; indicates a present intention to authenticate the writing. This includes electronic signatures.

Solicitation - a written request for bids or proposals to provide equipment, supplies, services, or construction items.

Solicitation Provision or Provision - a term or condition used only in solicitations and applying only before contract award.

Specifications - a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

Submitting of Bids - all bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the SCSD bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

Supplemental Agreement - means a contract modification that is accomplished by the mutual action of the parties.

Surety - shall mean any corporation that executes, as Surety, the Contractor's Proposal/Bid, Performance, and/or Payment Bond.

Termination for Convenience - means the exercise of the District's right to completely or partially terminate performance of work under a contract when it is in the District's interest.

Termination for Default - means the exercise of the District's right to completely or partially terminate a contract because of the Contractor's actual or anticipated failure to perform its contractual obligations.

Warranty - means a promise or affirmation given by a Contractor to the District regarding the nature, usefulness, or condition of the supplies or performance of services furnished under the contract.

## GENERAL TERMS AND CONDITIONS

1. **Cancellation:** SCSD reserves the right to cancel an Invitation to Bid, in whole or in part, when it is in the best interest of the School District. Notice of cancellation will be posted on the SCSD website.
2. **Non Collusion:** The prices in this bid have been arrived at independently, without consultation, collusion, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
3. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, all Bidders must disclose with their bid the name of any officer, director, agent, or representative who is also an employee of the School District and who knowingly owns, directly or indirectly, any interest of any amount in the Bidders company, firm, or branch.
4. **Bid Information and Notification:** It is the Bidders responsibility to monitor the bid process to view current solicitation opportunities and addenda. All supporting bid documents such as addenda, tabulations sheets, notice of action and notice of award are available at the SCSD Administration Office. It is the responsibility of the bidder to monitor the bid process for all information about this bid.
5. **Bid Protests:** Any person who is adversely affected by any specification in this Bid or any decision or intended decision concerning this Bid and who wishes to protest such specification, decision, or intended decision shall file a protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to SCSD in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in section 287.022(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
6. **Lobbying:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental decision of a District Member or District Personnel after advertisement and prior to the award of this contract. Vendors/bidders shall not contact school district members, staff, or committee members during the course of the bid/proposal process and prior to District approval. All inquires must be directed through Procurement Services. All procedural matters shall be directed to the Senior Director of Contract Administration and Procurement Services. In addition, evaluation committee members or other district employees shall not be contacted or approached by representatives of any potential vendors/bidders during the Bid process from the time that the bid was posted to the award of the bid. Contact or communication initiated as described above, may result in disqualification of said proposal.
7. **Laws and Regulations:** Applicable provisions of all Federal, State, County, and Local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and Suwannee County School District, Live Oak, Florida by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
8. **Patents and Royalties:** The Bidder, without exception, shall indemnify and save harmless The School District and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School District. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
9. **Advertising:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.
10. **Other Governmental Agencies:** All bidders awarded contracts from this bid may, upon mutual agreement, permit any school district, city, municipality or other governmental agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties. It is understood that at no time will any school district, city, municipality or other agency be obligated for placing an order for any other school district, city, municipality or agency; nor will any school district, city, municipality or agency be obligated for any bills incurred by any other school district, city, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

11. **Right to Use Existing Bids:** The School District reserves the right to utilize any other contract, including, but not limited to the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school districts, other community college/state university system, cooperative Bid agreements, or to directly negotiate/purchase per School District policy and/or State Board Rule 6A-1.012. The district also reserves the right to bid separately any item(s) and/or service(s) covered under this contract, if deemed to be in the best interest of the School District, at any time during this contract term.

12. **Default:** Failure to perform according to this proposal and/or resulting contract shall be cause for Bidder's company to be found in default in which event any, and all re-procurement costs may be charged against Bidder's company. Failure to pay said amount to the School District upon demand would result in the company being barred from doing business with the School District for a period not less than three (3) years from date of infraction. Thereafter, the Bidder may request to be reinstated. In the event of a default on a contract, the Bidder shall be responsible for any all attorneys' fees and court costs incurred in collecting any liquidated damages.

13. **Public Entity Crimes:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

14. **Awards:** Bids shall be awarded on the basis of the lowest responsive and responsible bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, financial ability of the firm, qualifications, experience, reputation, integrity, and past performance of the bidder. The School District also reserves the right to award to more than one vendor for same or similar products or services. The School District reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all Bids or to waive any minor irregularity or technicality. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes. Awards made as a result of this proposal shall conform to applicable Florida Statutes. Vendors who fail to comply with this requirement will be deemed as failing to perform. All purchases are contingent upon available District funding.

15. **Termination:** The School District reserves the right to terminate the contract awarded as a result of this bid/proposal, or any part herein, without penalty. The School District will notify the vendor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The awarded vendor may cancel the Bid ninety (90) days after written notice to The School District.

16. **Right to Reject:** The School District reserves the right to reject any or all proposals, to waive irregularities and technicalities, or to accept the proposal(s) which, in it's judgment, best serves the interest of the Suwannee County School District.

17. **Tie Bids:** In the case of identical qualified bids, the following criteria shall be utilized to determine award of bid: (1) Certification under Florida Statutes as a Drug-Free Workplace; (2) In-county preference; (3) Payment discount offered.

18. **Prices and Terms:** Prices are requested in units of quantity specified in the Bid specifications. In case of a discrepancy in computing the total amount of Bid, unit price quoted will govern. Firm prices shall be bid and include any and all fees or costs involved in providing the product or service to the purchaser. Bid prices shall include delivery F.O.B. destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated SCSD agent. The District shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School District-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8013883385C-8.

19. **Quantities:** The quantities as shown on the Bid Price Sheet are estimates only and in no way obligate the School District to purchase these amounts. The estimates are intended as a guide in

submitting your Bid. The actual quantities purchased under this Bid may vary. The School District reserves the right to re-negotiate prices if at any time during the term of the contract agreement the School District purchases fifty percent more than the estimated quantity of any line item on the bid price sheet.

20. **Extension:** In addition to any renewal options contained herein, SCSD has the right to extend any award resulting from this Bid for the period of time necessary for SCSD to release, award and implement a replacement Bid for the goods, products and/or services provided through this Bid. Such extension shall be based upon the same prices, terms and conditions as the existing bid.

21. **Method of Ordering:** Orders shall be processed only upon receipt of an authorized purchase order issued by Suwannee County School District. All orders shall be initiated on an as-needed basis throughout the term of the contract. Orders shall be promptly filled and delivered to any location within Suwannee County, Florida. Any item or items received that do not meet specifications or duplicate shipments received will be returned at vendor's expense.

22. **Invoicing:** The successful Bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to SCSD, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064. A separate invoice must be received for each purchase order number. It is the sole responsibility of the vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this Bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.

23. **Payment:** The School District will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.

24. **Assignment:** The awarded vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm or corporation without prior written authorization by The School District.

25. **Manufacturer's Name & Approved Alternates:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If Bids allow equivalent products, indicate on the Bid form the manufacturer's name and model number. Bidder shall submit with his Bid, cut sheets, sketches, and descriptive literature, and/or complete specifications. The School District reserves the right to determine acceptance of item(s) as an approved alternate. Bids that do not comply with these requirements are subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed or is no longer available and has been replaced with a new updated model and specifications, the Bidder shall notify The School District in writing.

26. **Item Substitutions:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the vendor's or the manufacturer's inventory then the successful Bidder must provide written notification from the manufacturer that the item has been discontinued. The vendor must file a written request with The School District and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

27. **Quality:** The items Bid must be new, the latest model, of the best quality and highest grade workmanship. Items offered may be tested for compliance with Bid conditions and specifications at any time. Items delivered not conforming to Bid conditions or specifications may be rejected and returned at vendor's expense.

28. **Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

29. **Samples:** Samples of items, when required, must be furnished at no cost to the School District and will be returned at the Bidder's expense upon request. Bidders shall be responsible for the removal of all samples furnished within 30 days after Bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, manufacturer's brand name, Bid name, Bid number and item number. Failure to deliver required samples or to clearly identify samples as indicated

may be cause for rejection of the Bid. Unless otherwise indicated, samples should be delivered to SCSD, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

30. **Manufacturer's Certification:** The School District reserves the right to request any and all manufacturer's certifications, if applicable.

31. **OSHA:** The Bidder warrants that the product or products supplied to The School District shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and the failure to comply will be considered a breach of contract.

32. **Safety Data Sheet:** A Safety Data Sheet (SDS) must be submitted for all hazardous materials/chemicals. The SDS must be submitted for hazardous materials/chemicals prior to a recommendation for award. Failure to submit the required Safety Data Sheet(s) within forty-eight (48) hours of request shall render the Bid non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.

33. **Asbestos and Formaldehyde Statement:** Bidder certifies that all materials supplied to SCSD will be 100% asbestos and formaldehyde free.

34. **Underwriters' Laboratories:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

35. **Service and Warranty:** Unless otherwise specified, all equipment Bid must be new, the latest model, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the Bid. During the warranty period, the successful Bidder must repair or replace any defective equipment without cost to the school district with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful Bidder shall make any such repairs or replacements immediately upon receiving notice from a representative of the school district.

36. **Facilities:** The School District reserves the right to inspect the Bidder's facilities at any time with prior notice. SCSD may use the information obtained from this inspection in determining whether a Bidder is responsible.

37. **Delivery:** Unless otherwise specified, delivery shall be within thirty (30) days from the date of the receipt of the purchase order. If unable to meet this delivery time frame, please indicate the best delivery times on the bid price sheet. Delivery time may become a basis for making an award. Deliveries shall be made between normal SCSD working hours, except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed.

38. **Freight Terms:** Unless otherwise specified, all shipments are to be shipped inside delivery, F.O.B. destination, with all transportation charges prepaid and title transferring to the district at time of delivery, (Bidder pays and bears all freight related charges, owns goods in transit and files any claims). Bid prices shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated SCSD agent.

39. **Failure of Performance/Delivery:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

40. **Packaging:** All products shipped shall require proper packaging to ensure they are received free from damage. Vendors must comply with all packaging requirements as required for the product to be received and used in proper working condition. All such packaging costs shall be included in unit prices.

41. **Packing Slips:** The Vendor shall be responsible for attaching all packing slips to the OUTSIDE of each shipment. Packing slip must reference SCSD purchase order number. Failure to provide packing slip attached to the outside of shipment may result in refusal of shipment at vendor's expense.

42. **Labeling:** Each carton, package, box and/or container shall be properly labeled with the address, contact name, content description, PO number, and vendor name.

43. **Inspection, Acceptance and Title:** The Vendor shall be responsible for delivery of all items in good condition at destination point. Vendors shall file with the carrier all claims for breakage and other losses. SCSD shall document packages that are not received in good condition. In the event the material and/or services are found to be defective or do not conform to specifications, the School District reserves the right to cancel the order upon written notice to the vendor and/or return the product at the vendor's expense.

44. **Equal Employment Opportunity:** The School District does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

45. **Anti-Discrimination:** SCSD is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

46. **Fingerprinting:** Jessica Lunsford Act: Contractor and any of his employees performing services hereunder, shall comply with the Jessica Lunsford Act taking effect September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32.

Contractual personnel shall include any vendor, individual, or entity under contract with the school district."

47. **Indemnification:** The Vendor shall indemnify and hold harmless SCSD, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, , or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of SCSD or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive SCSD' rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statute 768.28, as amended from time to time.

48. **Liability, Insurance, Licenses and Permits:** The bidder agrees to provide and maintain at all times during the term of this agreement and any renewals, without cost to the School District, policies of insurance insuring the bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the bidder under the terms and provisions of this agreement. The bidder will provide the School District with copies of current appropriate business licenses. The minimum requirements for insurance coverage shall be as follows: Bidder shall take special notice that SCSD shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant SCSD, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064, thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated not less than "A" from A.M. Best & Company. All policies must remain in effect during the performance of the contract. *General Liability Insurance* in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate to include personal injury, property damage, premises operations, products and completed operations. *Automobile Liability Insurance* shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability. *Employer's Liability Insurance* shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease. *Worker's Compensation Insurance:* The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

49. **Bid Bonds, Performance Bonds and Certificates of Insurance:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to un-awarded bidders. After acceptance of Bid, the District may notify the awarded vendor to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the Bid bond will be returned to the awarded vendor.

50. **Governing Law and Venue:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Suwannee County, Florida. Venue in federal court shall be in the United States District Court, North Central District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising wherefrom, the parties expressly waive their respective rights to have such



action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**NOTE:** Any and all Terms and Conditions, Special Conditions, Specifications attached hereto which vary from these General Conditions shall have precedence. Any inconsistency in this Bid shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms and Conditions and Instructions to Bidders.

## DOCUMENT IMAGING AND CONVERSION SERVICES

### SPECIAL CONDITIONS

**1. SCOPE** The purpose of this invitation to bid is to establish firm pricing for Document Imaging and Conversion Services as listed and described on the bid price sheet and in the body of this solicitation. The School District will issue purchase orders on an as needed basis.

**2. BIDDERS RESPONSIBILITIES** It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Bidder shall submit at the bid opening date and time their complete executed bid packet with all signed forms, Bid Price Sheet(s) and a CD/DVD electronic copy of the entire submittal and Excel bid price sheet file.

Bidders are responsible for monitoring SCSD website for any and all information regarding this bid such as addendums, tab sheet, notice of intended action, etc. SCSD will advertise its solicitations under the Open Bids link.

**3. ELECTRONIC BID DOCUMENTS AND BID PRICE SHEET** The Bidder shall submit with their paper bid documents and an electronic copy of their entire bid package. The read only CD or DVD is to include all fully executed forms, bid price sheet, and all required supplementary documents. Failure to submit the above mentioned documents may result in bid being rejected and not considered for award.

Respondent shall include with their submittal the executed Excel Bid Price Sheet. In case of a conflict between the information in the hard copy and the electronic version, the hard copy will take precedence.

**4. AWARD** Bids shall be awarded on the basis of the lowest responsive and responsible bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, qualifications, experience, and past performance.

### **5. LENGTH OF CONTRACT AND RENEWALS**

The intent of this Bid is to establish a contract for a period of 3 years from the date of award, during which time the successful Bidders shall guarantee fixed pricing on items awarded, as specified in the Bid.

The School District reserves the right to renew any or all prices, terms, conditions and specifications of the contract, for up to four (4) additional one (1) year period(s), upon mutual agreement by both the District and awarded Contractor. All renewals must be submitted in writing to include the awarded Contractor's Authorized Representative signature.

**6. PRICING** Bid Prices will be accepted and considered by the following methods:

- (1) The bid price per item, per specified quantity,
- (2) The total bid price for all items for these specifications in an "ALL OR NONE" Bid, per Lot, and/or
- (3) Items may be grouped in an "ALL OR NONE" Bid for a particular group of items while other items are bid per item. The Suwannee County School District, Florida, reserves the right to award the bid on either of these three (3) bid prices.

**7. PRICE REDUCTION** If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District. If during the course of the contract, the manufacturer or distributor reduces the price on the bid item, the District reserves the right to receive the lowest price offered on the open market.

**8. PRICE ESCALATION** The School District may consider pricing increases of the bid item(s) if the following conditions occur: a) There is a verifiable price increase to the provider of bid item(s), b) The vendor submits to The School District, in writing, notification of price increases, c) The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices and shall not exceed 5% of the current price, d) The vendor shall submit the above information to The School District Thirty (30) calendar days prior to the effective date of the price increase.

When the vendor complies with the abovementioned conditions, SCSD will review the information to determine if it is in the best interest of the School District to adjust the pricing on the products bid, in conjunction with the vendor's effective date of price increase. The School District reserves the right to deny any requests for additional price increases. The awarded vendor shall receive confirmation in writing of the approval or denial of a price increase. Price increases are not allowed in the initial contract term. The vendor must receive notification from SCSD that the School District is in the acceptance of the new prices before processing any orders with the new cost.

**9. EQUITABLE ADJUSTMENT** Suwannee County School District may, in its sole discretion, make an equitable adjustment in the bid terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Vendor's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the bid award would result in a substantial loss.

**10. DELIVERY** The vendor shall make deliveries within a mutually agreed upon date by the District and the Vendor for each instance. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the school or department of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the school or department. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed. All deliveries will be Inside Delivery F.O.B. Destination, freight fully prepaid by vendor. The School District will not accept bids that contain separate charges for delivery or shipping. No common carrier/drayage charges will be honored by the SCSD, Florida.

**11. DELIVERY CHARGES** The bidder **must include** in the item price all inside delivery charges to SCSD, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064, on the Bid Price Sheet. No separate delivery charges will be accepted.

**12. BANKRUPTCY/INSOLVENCY** At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

**13. APPROVED ALTERNATE** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If Bids allow equivalent products, indicate on the Bid form the manufacturer's name and model number. Bidder shall submit with his Bid, cut sheets, sketches, and descriptive literature, and/or complete specifications. The School District reserves the right to determine acceptance of item(s) as an approved alternate. Bids that do not comply with these requirements are subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed or is no longer available and has been replaced with a new updated model and specifications, the Bidder shall notify the District in writing.

**14. CONTRACTUAL AGREEMENT** Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Suwannee County and the contractual obligations will be interpreted according to the laws of Florida.

## TECHNICAL SPECIFICATIONS

1. The specifications are listed below or on the Electronic Bid Price Sheet. Bidder will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.

2. **SOFTWARE** Software included shall be compatible and use similar commands as Window based applications.

3. **GUARANTEE & WARRANTY REQUIREMENTS** Products will be free from defects in materials and workmanship in accordance to Florida Administrative Code 1b-26.003. The successful vendor shall be responsible for rework of documents not meeting the Florida Administrative Code 1b-26.003 at no cost to the District. Vendor agrees to complete rework within fifteen (15) days of notification by the District. By my signature I affirm my firm has the ability to meet the standards of and has instituted internal quality control measures to uphold Florida Administrative Code 1b-26.003.

Signature of Authorized Representative:

Name (Typed or Printed)

Date

## MINIMUM REQUIREMENTS:

### 1. Vendor Experience Requirements

a. The successful vendor must be able to provide services either on-site or at an established facility, licensed to do business in the State of Florida, located not more than one hundred (100) miles from the Suwannee County School District Administration Building located at 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

b. Successful Vendor must have staff ECMp and ECMs Certified. A copy of these certifications must accompany firm's proposal.

c. Consideration will be limited to vendors with experience within the last 10 years providing similar service to at least three (3) Florida Agencies. At least one (1) of these Florida Agencies must be a Florida School District. These references should be included in the Respondent's Experience form.

### 2. Imaging and Conversion Requirements

a. Vendor must have the ability to deliver accurately indexed (see Section 3 of the Technical Specifications), high quality (see Section 2b of Minimum Requirements) scanned images at a rate of at least fifty (50) full boxes per month. Box volume approximately 10"H x 12"W x 15"D, commonly referred to as one cubic foot boxes.

b. All documents must be scanned at 300 DPI, in TIFF Group IV format and meet or exceed standards set forth by Florida Administrative Code 1b-26.003. All images must be processed through image processing controls, specifically Kofax VRS Elite or similar. Such software must be enumerated in the Respondent's Response.

c. All file Images shall be indexed by at least name, student/personnel ID Number, and/or social security number, last school attended (if student), date of birth and graduation (if student), if data is available.

d. All Meta Data must be compatible with PSIGEN's PSIsafe Index Image Import Database to facilitate easy uploading of images and index information. See also Section 3.a of Minimum Requirements.

e. Image and index information must be delivered to Records Management on DVDs or SFTP. Work shall be controlled through batch numbers which in turn can be drilled down to the file level.

f. In addition to DVD transmission of images and index information, the vendor must also be able to transmit via SFTP should SCSD make this request.

### 3. Pricing Requirements

a. Pricing for storage in Cloud must be based on license count and space consumed rather than number of documents or items hosted.

b. Pricing in bid sheet must be the maximum SCSD will pay for each line item. The final cost may be less due to less complicated indexing requirements of a particular record series.

### 4. Miscellaneous requirements

a. Successful vendor must have the technical resources, knowledge, and ability to assist SCSD Records Management Staff on-site with Records Management issues. Vendor must have resources and experience to facilitate and resolve issues associated with the conversion of SCSD records as per GS-11, and 1B26.003.

b. Vendor must be able to directly support Images and Index's imported into PSIGEN's PSIsafe solution.

c. Vendor must provide SCSD with ISO 9000 level compliant conversion documentation. Said documentation shall accurately describe, define and provide examples of all stages in the conversion process including examples of 'Purged' and 'Retention' documents. Of special interest to SCSD is the Quality Control and Quality Assurance steps documentation.

d. SCSD shall visit the successful Vendor to inspect the local facilities where the work is performed and to audit conversion procedures to verify Vendor is meeting defined conversion protocols. These visits will occur at the convenience of SCSD staff and shall occur at any time during the Vendor's regular business hours.

e. Access to files is paramount to SCSD. Legal proximity is required by SCSD for access to paper files. Vendor must be able to deliver paper file(s) within 1.5 hours should the SCSD attorney require.

f. Scanned images are not acceptable as a temporary substitute for the paper files. The SCSD staff will only accept the 'original' files, as defined by State of Florida Statute 92.29. Until the images have undergone all Q/C and Q/A steps as defined by the Vendor, those images will be considered convenience copy images and not the 'originals'. Emergency access to files must be provided twenty-four (24) hours per day, seven (7) days per week.

g. The Vendor shall scan all documents containing information; blank documents shall not be delivered.

h. SCSD will make best efforts to prepare boxes for imaging; however, in the event box preparation is not or partially performed by SCSD, the District understands that Vendor will charge a per box preparation fee as indicated in the Electronic Bid Price Sheet.

h. The Vendor must be able to pick up at one time a minimum of one (1) cubic foot box per trip.

By my signature I affirm that my firm has the ability to meet the Minimum Requirements as set forth in this ITB.

Signature of Authorized Representative:

Name (Typed or Printed)

Date

**SCSD RECORDS CONFIDENTIALITY REQUIREMENTS:**

Vendor must have the ability to comply with the following State of Florida and District Records Management regulations: Security and confidentiality of all documents shall be maintained by the Vendor at all times while such documents are remitted to the custody of the Vendor. Some SCSD documents are public records subject to the requirements of Chapter 119, Florida Statutes. While entrusted to the Vendor, all documents must be maintained, preserved, and retained in the manner specified pursuant to § 119.021, Fla. Stat. Such documents are provided to the Vendor for the sole purpose of electronically archiving and organizing. As the Records Custodian for SCSD, the Assistant Director, Document Management and his designee(s) are the only persons/entities authorized to review and respond to public records requests concerning SCSD documents and public records. Under no circumstances shall the Vendor attempt to respond to or otherwise comply with a public records or other similar request. In the event that the Vendor receives a public records request, the Vendor shall immediately forward such request to SCSD for prompt review and response. In submitting a proposal in response to this request, the Vendor certifies that he/she has read and is familiar with the importance of public records and the special security and handling considerations associated therewith, as well as those penalties at law that may be imposed for the unauthorized destruction or mishandling of public records. If at any time SCSD determines the Vendor is not securing, maintaining, preserving, and retaining documents in the manner required by § 119.021, Florida Statutes, SCSD may in its discretion, immediately terminate the contract for imaging services and, at no penalty to SCSD, demand the return of all SCSD documents in the Vendor's custody, including any extant electronic images thereof. By my signature I affirm that my firm has the ability to meet the SCSD Records Confidentiality Requirements as set forth in this ITB.

Signature of Authorized Representative:

Name (Typed or Printed)

Date

**RESPONDENT'S EXPERIENCE** Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: \_\_\_\_\_ Years performing work specialty: \_\_\_\_\_

Licenses currently valid in force: \_\_\_\_\_

2. Has Vendor been declared in default of any contract?

Yes  No

3. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes  No

4. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

Yes  No

5. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes  No

6. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability?

Yes  No

7. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes  No

**8. REFERENCES**

Provide three (3) references from Florida Agencies you have provided goods or services to in the past two (2) years. At least one (1) of these Florida Agencies must be a Florida School District.

STATEMENT OF AFFIRMATION AND INTENT TO: Suwannee County School District, PROJECT:  
BID NAME DATE:

The undersigned, hereinafter called the respondent, as evidence of the sworn affidavit declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Suwannee County School District. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project. The respondent certifies that no District Member, Director, or any School District Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. The respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify SCSD in writing. The respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the solicitation and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid. The respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with SCSD, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to SCSD all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by SCSD. At the District's discretion, such assignment shall be made and become effective at the time the District tenders final payment to the respondent. The proposal constitutes a respondent and binding offer by the respondent to perform the services as stated.

Corporate Name of Respondent (Typed)

Address,

City,

Zip

Signature of Authorized Representative

Date

NOTARY PUBLIC

State Of:

County Of:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ who is personally known to me or who has produced as identification sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by \_\_\_\_\_, to execute the affidavit and did so as his or her free act and deed.

Notary Public Signature:

Notary Name, Printed, Typed Or Stamped:

Commission Number:

My Commission Expires:



ACKNOWLEDGEMENT OF BUSINESS TYPE This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid on the specified due date and time. The undersigned Bidder certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal. The Bidder further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Bid and that Bidder's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid.

BUSINESS ADDRESS OF BIDDER:

Address

City,

State,

Zip Code

Telephone No.

Fax No.

SIGNATURE OF BIDDER If an Individual:

Signature doing business as If a Partnership: by: Partner Signature

If a Corporation: Corporate Name (a Corporation)

In what State is the Corporation Incorporated?

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes No

by: Signature Title:

Attest: (SEAL)

Corporate Secretary

NOTARY PUBLIC

State Of:

County Of:

On this day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ who is personally known to me or who has produced as identification sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_, to execute the affidavit and did so as his or her free act and deed.

Notary Public Signature:

Notary Name, Printed, Typed Or Stamped:

Commission Number:

My Commission Expires:

**DRUG-FREE WORKPLACE CERTIFICATION FORM IDENTICAL TIE BIDS** - In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this respondent complies fully with the above requirements.

Authorized Representative's Signature

Company Name