
Unit Price Contract for Document Scanning Services

Bid 2026-58

Procurement Schedule

Issue Date:	June 2, 2026
Pre-Proposal Meeting:	June 10, 2026 at 10:00 AM Eastern Time Williamsport High School 5 South Clifton Drive Williamsport, MD 21795
Deadline for Written Questions Submission:	June 12, 2026 by 1:00 PM Eastern Time
Proposal Due:	June 25, 2026 by 11:00 AM Eastern Time Washington County Public Schools Center for Education Services 10435 Downsville Pike Hagerstown, Maryland 21740
Tentative Award Date:	July 21, 2026

Dates and/or times are subject to change by the issuing of a written addendum.

WCPS Contract Managers

Procurement Officer

Scott Bachtell
Supervisor of Purchasing
bachtSco@wcps.k12.md.us

Contract Administrator

Jeff Proulx
Chief Operating Officer
prouljef@wcps.k12.md.us

This Bid/RFP document is posted on the WCPS Purchasing website at www.wcpspurchasing.com. This is also the source for any/all addenda. Please register your company for notices about this Bid/RFP and similar projects on our website.

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Required Attachments (A, C, D, and E, are available as separate documents on the WCPS Purchasing website)

- A. Price Proposal
- B. Technical Questionnaire – This document is available at the link below:
https://drive.google.com/drive/u/0/folders/1_CX9ir4JGP6ZM6gzXLSo4GIGem75Ba2P
- C. Bid/Proposal Affidavit
- D. Contract Affidavit
- E. Specification, Price, and Addenda Signature Acknowledgment

SECTION I - GENERAL TERMS AND CONDITIONS

1. **Introduction**

It is the intent of Washington County Public Schools (WCPS) to solicit sealed proposals from qualified vendors to provide document scanning services on an as-needed basis in accordance with the provisions contained in this Bid/RFP.

2. **Definitions**

As contained herein, the terms “WCPS”, WCBOE, “Schools” and/or “Owner” means Washington County Public Schools/Washington County Board of Education/Board of Education of Washington County. The terms “bidder”, “offeror”, “firm”, “vendor”, and “person” are synonymous, and mean an entity submitting a proposal in response to this solicitation. Similarly, the terms “bid”, “quote”, and “proposal”, mean the response submitted by an offeror. The term “contractor” means an offeror awarded a contract as a result of this solicitation. The terms “General and Special Provisions”, “requirements”, “scope”, “specifications”, and “criteria” mean the services, terms, and conditions required by the Bid/RFP.

3. **Bidder Registration**

Vendors are solely responsible for completing the vendor registration process online at wcpsspurchasing.com. Contact Beverly Bergan, Purchasing Associate, at 301-766-2840, or by email to: purchasing@wcps.k12.md.us if you have any questions or to check the status of your registration. Once registered in the WCPS Vendor Database, you will be able to view current solicitations and may automatically receive notification of certain bid solicitations. Washington County Public Schools will not be held responsible for a company’s failure to become and remain a registered Vendor, to identify appropriate commodity/service categories, to keep the self-service vendor account up to date with current contact information, and to accomplish these things in a timely manner. Bidders with a repeated history of not bidding in a specific category may be removed from the Vendor Database for that category at the discretion of the Purchasing Supervisor.

a. If your firm is already a WCPS registered vendor:

- **You must confirm your account is current, and a W-9 must be on file.**

4. **eMaryland Marketplace Advantage (eMMA) Registration**

All Washington County Public School (WCPS) suppliers and or contractors interested in bidding on WCPS projects must register on eMaryland Marketplace Advantage (<https://emma.maryland.gov/>) **prior** to submitting a proposal/bid.

Contractors are required to register with eMaryland Marketplace Advantage (<https://emma.maryland.gov/>). Maryland law requires local and state agencies to post solicitation and award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor’s self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage, regardless of the award outcome for this procurement, as it is a valuable resource for bid notification for municipalities throughout Maryland.

5. **Receipt of Bids**

a. Bids received prior to the time of opening will be time-stamped and securely kept unopened. No bid received after the due date and time listed will be considered. WCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids. **A Bid sent via email will not be accepted.**

b. All inner and outer envelopes and packaging, used by FedEx, UPS, etc., are to be labeled with the following:

- Bidder Name
- Bid Number and Name
- Due Date and Time

- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the WCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. Often, when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department (301-766-2840).

6. **Addenda**

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the WCPS Purchasing Department webpage.
- c. Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- d. Each bidder shall ascertain, prior to submitting a bid, that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become part of the award and contract documents.

7. **Preparation of Bid**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Managers listed on the solicitation cover sheet. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Each bid will be sealed, show the full business address and contact information of the bidder, and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed or mailed to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- c. Bidder shall submit one original proposal, with the requested documents signed. Bidders may not submit more than one proposal. Bids must be prepared on the proposal form(s) provided. **WCPS's Price Proposal and other forms shall not be altered.**
- d. Compliance with Laws; The Contractor hereby represents and warrants that:
 - i. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
 - ii. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - iii. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - iv. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract

v. Bidder shall provide proof of compliance to WCPS upon request.

- e. By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. WCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

8. Bid Opening

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. A complete evaluation of the proposals will not take place at the bid opening, and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Washington County. During the evaluation process, no information will be provided until the final recommendation has been approved.
- c. Final award recommendation and the bid tabulation will be posted on the WCPS webpage after the Board of Education of Washington County's approval.

9. Award or Rejection of Bids

- a. The basis of award shall be the lowest responsible bidder(s) submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. WCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, award to one or multiple bidders, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals. The Board of Education of Washington County may make any such award as is deemed to be in the best interest of WCPS.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of WCPS that they have the necessary facilities, ability, and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history, and references to assure WCPS of their qualifications.
- d. The Board of Education of Washington County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.**
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of WCPS.

- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Washington County-based bidder; the closest Maryland out-of-county-based bidder; and the closest out-of-state-based bidder, in that order of preference.
- g. WCPS does not have local, state, or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Washington County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, a WCPS contract document shall also be issued.
- j. The Board of Education of Washington County reserves the right to reject the bid of a bidder who has, in the opinion of WCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Washington County retains the right to:
 - i. Reject any and all bids, if it is deemed in the best interest of WCPS to do so.
 - ii. Request revised or best and final pricing from all responsive bidders or the shortlisted finalist(s).
 - iii. Reject bids for one or more of the following reasons:
 - 1. Failure of the bidder(s) to provide the requested information.
 - 2. Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.
 - 3. Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
 - 4. Collusion or the appearance of collusion, among or between firms.
 - 5. Lack of responsibility on the part of the bidder, as determined by the Contract Manager.
 - 6. Submission of a proposal, in whole or in part, does not meet bid specifications as outlined herein.
 - 7. Evidence submitted by, or investigation of, the bidder fails to satisfy WCPS that the bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.
 - 8. Other irregularities or inconsistencies within a proposal are deemed significant deviations or issues by the Contract Manager.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, WCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

10. **Contract Formation**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Washington County.
- b. The primary form of contract may be this Bid/RFP including addenda, award letter, and the awarded vendor(s) submission; a Service Agreement; and/or the purchase order(s), and any agreed-upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award. Please refer to Section II, Specific Terms and Conditions, for additional required criteria.
- c. A secondary form of contract, if required, may be noted in this bid solicitation.
- d. No amendment, modification, or change to the contract shall be effective unless such change is in writing and

mutually agreed upon by authorized representatives of WCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

11. **Objection to Award**

Any company objecting to the bid procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company's responsibility to ascertain and confirm the date/time of the pertinent Board of Education meeting. The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The protest letter must include a request for review and ruling by WCPS, a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company, copies of relevant documents, and a statement of the form of relief being requested. Failure to comply with these instructions may result in the protest being deemed "not filed." Bid protests received later than five (5) days after the Board Meeting will result in the protest being deemed "not timely." The WCPS will not respond or address bid protests that do not conform to these instructions.

12. **Insurance**

A. General Insurance Requirements

- a. The Service Provider shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder, and such insurance has been approved by the Board of Education of Washington County (the Board). Approval of the insurance required of the Service Provider will be granted only after submission to the Board of Certificate(s) of Insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- b. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by the Board for services rendered under this Contract in accordance with the insurance requirements below. Certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract.
- c. The Service Provider shall require all Subcontractors to maintain during the term of the Contract all insurance or its equivalent to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Board in writing. The Service Provider shall not allow any Subcontractor to commence services on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Service Provider. The Service Provider shall furnish the Subcontractors' certificates of insurance to the Board immediately upon request.
- d. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until thirty (30) days prior written notice has been given to the Board.
- e. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.
- f. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
- g. All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board.

- h. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Service Provider and are subject to the Board's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.
- i. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Service Provider in connection with this Contract shall belong to and be payable to the Board.
- j. If the Board is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Service Provider shall bear all reasonable costs properly attributable thereto.

B. Service Provider's Liability Insurance

- a. The Service Provider shall purchase and maintain the following insurance coverages, which shall be written for not less than the limits specified below or required by law, whichever is greater.
- b. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$ 1,000,000	each occurrence;
\$ 1,000,000	personal and advertising injury;
\$ 2,000,000	general aggregate; and
\$ 1,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
 - ii. Liability arising from the actions of independent contractors;
 - iii. Liability arising from products and completed operations; and
 - iv. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract.
- c. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only); and
 - ii. Automobile contractual liability.
 - d. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$ 100,000	each accident for bodily injury by accident;
\$ 100,000	each employee for bodily injury by disease; and
\$ 500,000	policy limit for bodily injury by disease.

- e. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 2,000,000	per occurrence;
\$ 2,000,000	aggregate for other than products/completed operations and auto liability;
	and
\$ 2,000,000	products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

C. Additional Insurance Requirements

- a. The vendor must provide the owner with a certificate of insurance and said certificate of insurance must list the **BOARD OF EDUCATION OF WASHINGTON COUNTY** as an **additional insured party** for general liability and umbrella excess liability.
- b. In addition, the following **must** be in the Additional Remarks of the certificate of insurance: **“The Board of Education of Washington County and its elected and appointed officials, agents, employees, and authorized volunteers shall be named as additional insureds on the Service Provider's commercial general liability, and the umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Service Provider.”**

Special Note: ISO forms CG 2009 and CG 2010 entitled “Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled “Additional Insured - Designated Person or Organization” or a manuscript endorsement with the above wording is required.

- c. The certificate will be submitted to the Purchasing Department (**within ten (10) days of receiving an Award Letter**).
- d. **The CERTIFICATE HOLDER shall be listed as:**

**Board of Education of Washington County
10435 Downsville Pike
Hagerstown, MD 21740**

- e. Insurance or self-insurance provided to the Board and its elected and appointed officials, agents, employees, and authorized volunteers under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross-suits or cross-liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)
- f. Insurance or self-insurance provided to the Board and its elected and appointed officials, agents, employees, and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, agents, employees, and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, agents, employees, and authorized volunteers as specified herein.
- g. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:
- h. The Service Provider shall maintain each such “claims made” coverage and shall provide certificate(s) of insurance evidencing each such “claims made” coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; **or**

- i. The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

13. **Independent Contractor Status**

The Vendor acknowledges its status as an independent contractor while performing services on behalf of WCPS and the Washington County Board of Education and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's performance of services for the Board.

14. **Warranty**

- a. All Services will be performed (i) by qualified personnel in a professional manner consistent with industry standards, and (ii) in accordance with and subject to the terms and conditions set forth in this Agreement. Issues brought forth by the WCPS to the awarded vendor will be addressed as soon as possible, generally within 24 hours.

15. **Samples**

- a. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name, and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. WCPS reserves the right to use all samples in any manner that may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.
- d. WCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by WCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion of WCPS, and without compensation to the bidder.

16. **Packaging and Delivery Requirements**

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity, and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies, and equipment for WCPS shall be delivered F.O.B. Destination. Unless otherwise noted in Section II, all items shall be delivered inside the WCPS location.
- d. Special delivery and handling instructions will be defined in Section II of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, except where modified in Section II.
- f. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.

- g. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by WCPS.
- h. The vendor will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. WCPS will not accept responsibility for deliveries that have not been signed for by a WCPS employee.

17. **Taxes**

No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Washington County is exempt. Pricing will be net and will not include the amount of any such tax. Bidders will be required to pay the tax on all purchases and can recover it only as a part of their bid price. Exemption certificates will be furnished upon request.

18. **Errors in Bid Submissions**

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against WCPS for any miscalculation, misunderstanding, error (either omission or commission), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from WCPS when the Bidder failed to fully inform itself.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Supervisor of Purchasing. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Supervisor of Purchasing that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in the multiplication of unit price when arriving at the total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

19. **Billing and Payment**

- a. Invoices shall be submitted to:

Washington County Public Schools
Attn: Accounts Payable
10435 Downsville Pike
Hagerstown, MD 21740
Email: ap@wcps.k12.md.us

- b. Invoices and packing slips must contain the following information:
 - i. Bid Number
 - ii. WCPS Purchase Order or WCPS Contract Number
 - iii. Brief Description of Item or Work Performed
 - iv. Quantity
 - v. Unit Price Bid
 - vi. Extended Total for Each Item
- c. WCPS standard payment terms are Net 30

20. **Contract Assignment**

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Managers. Nothing herein shall be construed

to create any personal or individual liability upon any employee, officer, or elected official of the Board of Education of Washington County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

- b. The awarded vendor(s) will, when required, submit to the Contract Managers, in writing, the name of each subcontractor they intend to employ, the portion of the material or services to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material or services as called for in the specifications.
- c. WCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. WCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Managers.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and WCPS.

21. **Subsidiaries**

If a Bidder that seeks to perform or provide the services required by this Bid/RFP is the subsidiary of another entity, all information submitted by the Bidder such as, but not limited to, proposed services, description of the Bidder's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

22. **Multi-Year Contract**

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, WCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated and mutually agreed upon by WCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

23. **Hold Harmless**

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Washington County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

24. **Termination for Default**

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of WCPS. WCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specified herein or any extension thereof, or:

- ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Supervisor of Purchasing) after receipt of written notice from the Supervisor of Purchasing of such failure, or:
- iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality, or otherwise, without specified authorization in the form of contract amendment, or:
- iv. If a determination is made by WCPS that the obtaining of the contract was influenced by an employee of WCPS having received a gratuity, or a promise, therefore, in any way or form.

- b. In the event WCPS terminates the contract in whole or in part, WCPS may procure such products and services, in a manner the Supervisor of Purchasing deems appropriate, and the vendor shall be liable to WCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

25. **Termination for Convenience**

The contract may be terminated by WCPS in accordance with this clause in whole or in part, whenever WCPS determines that such a termination is in the best interest of WCPS. Written notice shall be given a minimum of 60 days in advance. WCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

26. **Governing Law and Venue**

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Washington County, Maryland.

27. **Multi-Agency Participation**

- a. WCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirm and warrant their original commitment to WCPS so that afterward all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify WCPS Purchasing Department of any significant experiences, problems, or issues which may, or may have the potential to, affect our administration of this contract.
- c. WCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s), and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in

duplicate “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

28. **Compliance with Specifications**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

29. **Safety Requirements**

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements for the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF), and Washington County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor-provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. Should the Vendor become aware of or suspect the presence of Hazardous Materials (i.e. asbestos, lead paint, etc.), the Vendor shall immediately stop work in the affected area and notify the WCPS Contract Administrator. WCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Contractor shall be required to resume performance of the work or any WCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In addition, the Vendor may not introduce new Hazardous Materials into the site.
- a. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws in regards to asbestos materials.
- b. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

30. **Liquidated Damages**

- a. If the awarded vendor(s) fail to provide the services, equipment, or other items required within the prescribed time limits, the Contract Managers may elect to obtain services, equipment, or other items necessary from an alternate source.
- b. The awarded vendor(s) will pay any additional cost(s) incurred by WCPS for obtaining replacement services, equipment, and other necessary items.
- c. WCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- d. The assessment of liquidated damages by WCPS against the awarded vendor(s) does not supersede or affect the right of WCPS to impose other remedies that may be available.

31. **Laws and Regulations**

- a. The vendor will comply with all Federal, State, and local laws, ordinances, and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinances, and regulations, and without such notice to WCPS, it shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Washington County policies and WCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

32. **Minority and Small Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation notice. However, there is no MBE participation goal for this procurement.

33. **Compliance with Education Article 6-113.2 (House Bill 486)**

Maryland law, Section 6-113.2 of the Education Article, Annotated Code of Maryland, entitled Child Sexual Abuse and Sexual Misconduct Prevention—Positions Involving Direct Contact with Minors (“Section 6-113.2”), requires an entity that contracts with a local board of education to provide a service to a school or the students of a school to conduct a comprehensive background check on applicants for a position involving contact with minors.

This legal requirement is in addition to the existing law that requires your entity to conduct a formal Federal Bureau of Investigations (“FBI”) criminal background check on its employees, agents, or others that are authorized under this Agreement to provide services to students. The law also prohibits a registered sex offender from being on school property.

The signature of your authorized representative on this Agreement serves to certify that your representative has read Section [6-113.2](#) and the guidance and forms provided by MSDE ([MSDE Guidelines For MD. Code, Educ. 6113.2](#)). The signature of your representative on this Agreement also serves to certify that your entity is in full compliance with Section 6-113.2 and other legal requirements set forth in Maryland law.

34. **Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students**

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any WCPS’ project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services’ Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a WCPS project, whether through employment by the vendor, subcontractor, or equipment or material supplier, WCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. WCPS may terminate this contract at no additional costs, as a result, if the vendor is unable to

demonstrate they have exercised care and diligence in the past in checking the Maryland registry.

- b. Contracted service providers who have regular, direct, and unsupervised access to children cannot begin service without undergoing the same process as new employees per WCPS. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. If required, additional information regarding this requirement will be found in the Specific Terms & Conditions.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on WCPS school premises with direct, unsupervised, and uncontrolled access to children if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign an employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

35. **Criminal Background Check**

- a. It is the responsibility of Vendor to make certain, through a criminal background check, that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part V, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by the Criminal Law Article of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by the Vendor. The Vendor and its employees, agents, and volunteers shall also be free of tuberculosis.
- b. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, a person who enters into an agreement with a local board of education may not knowingly employ an individual to work at a school if the individual is a registered sex offender. Therefore, in contract awards between the Washington Board of Education and vendors/contractors and their subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working on the school property, making deliveries, or visiting the school property for business purposes.

36. **Drug, Alcohol, and Tobacco-Free Workplace**

- a. All awarded vendors and subcontractors must abide by Board Policy GBEC while working on any WCPS property at all times.
- b. The Board of Education is committed to providing a safe and productive work environment consistent with the standards of the community in which it operates. Alcohol and drug use/abuse pose a threat to the health and safety of students and employees as well as to the security of equipment and facilities. The Board expects a work environment free of any use, possession, or distribution of alcohol or illegal drugs and the abuse of controlled or non-controlled substances.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

37. **Weapon Possession on School Property**

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

38. **Illegal Immigrant Labor**

The use of illegal immigrant labor to fulfill contracts solicited by WCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

39. **Student/Staff Confidentiality**

- a. Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of WCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.
- b. The vendor/contractor/provider/consultant shall keep confidential, in accordance with federal and state laws, all confidential and medical information that is obtained as the result of the performance of the services described in this contract/agreement or memorandum of understanding.

40. **Proprietary and Confidential Information**

- a. All submitted documents are subject to public disclosure.
- b. **Please submit one (1) PDF file (including all exhibits) of your entire proposal redacted (see c and d). Each section should be identified within the PDF.**
- c. **Each offeror at its own expense must submit (if applicable) a proprietary and confidential redacted electronic copy (on a flash-drive) of its proposal to be used in responding to Freedom of Information Act (FOIA) requests. If the offeror's submission does not have any proprietary and confidential information, please check the appropriate box on the Signature Acknowledgment page.**
 - i. The redacted copy of the Proposals shall be on one (1) flash-drive, labeled "Redacted Copy" and included in the envelope.
 - ii. **The redacted copy of the proposal(s) will be a full copy of the proposal (all sections shall be accounted for).** Redacted information should be removed in the following ways:
 - Select information should be "blacked" or "whited" out
 - A blank page or section indicating the entire page or section has been redacted
 - iii. The information on the redacted flash-drive will be the information provided if there is a Freedom of Information Act (FOIA) request. There should be no proprietary and/or confidential information listed on the redacted flash-drive.
- d. Bidders should identify those portions of their solicitation which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by WCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- e. The Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. Unless portions of a proposal are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record or receive copies of a public record, shall submit a written or electronic request.
- f. WCPS will notify the vendor if a Freedom of Information Act (FOIA) request is received in connection with a Bid or RFP that has confidential information identified.

- g. If litigation is instituted against the Board of Education or its agents, the party opposing the release must provide representation to the Board or cover the cost of counsel and all other related litigation expenses. As a condition for WCPS keeping the information confidential, the offeror must agree to defend and hold WCPS harmless if any information is inadvertently released.

41. **Indemnification**

The Vendor shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Vendor (or its employees, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever occurring or resulting from the Vendor's failure to pay any such compensation, wages, benefits, or taxes, and the supplying to the Vendor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

42. **Force Majeure**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable, and written notification of the same shall be provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. WCPS may also consider requests for price increases for materials and/or raw materials that are directly attributable to the cause of delay. WCPS reserves the right to cancel the contract and/or purchase products, materials, equipment, or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against WCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

43. **Disputes**

If a dispute arises under this agreement, each party shall appoint a representative to resolve the dispute. Both parties shall use their best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives is not attainable, the Supervisor of Purchasing will issue a final decision.

44. **Non-Collusion**

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

45. **Ethics Policy**

- a. The Board of Education of Washington County has an Ethics Policy, which covers conflict of interest, financial disclosure, and lobbying. All bidders are expected to comply with any and all Ethics Regulations that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Regulation BBFE-R, Ethics Regulations, which prohibit WCPS employees from benefiting from business with the school system.

46. **Conflict of Interest**

The bidder will advise WCPS in writing as soon as possible, but not later than the date of the Bid/RFP opening, of any known relationships with a third party, or WCPS employee or representative, which would present a significant

advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

47. **False Statements**

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract, a person may not willfully:
 - i. Falsify, conceal, or suppress a material fact by any scheme or device;
 - ii. Make a false or fraudulent statement or representation of a material fact; or
 - iii. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony.

48. **Audit and Document Retention**

The Awarded Vendor shall retain and maintain all records and documents relating to this contract for four (4) years after final payment or such longer period of time as required by law or rule, or regulation. The Contractor shall: (i) maintain complete and accurate books and records regarding its business operations relevant to the calculation of amounts payable under the Contract and any other information relevant to the Contractor's compliance with the terms and conditions of the Contract; and (ii) upon WCPS' request, make such books and records, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection, audit, or reproduction by any authorized WCPS representative. WCPS shall: (a) provide the Contractor with reasonable prior notice of any audit; (b) undertake an audit not more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit in a manner designed to minimize disruption of the Contractor's normal business operations.

49. **Right to Data**

All data, reports, and other documents generated for the Board, provided by the Board, and accumulated by the consultant/contractor in the performance of this order/award shall remain the property of the Board and shall be returned to the control of the Board upon completion of the contract. No personal student, employee, or Board information, as defined by federal and state law and Board policy, shall be disclosed or published unless otherwise agreed herein.

SECTION II - SPECIFIC TERMS AND CONDITIONS

1. Pre-Proposal Conference

A pre-proposal conference will be held at the date, time, and location listed on the coversheet of this Bid/RFP. Attendance at the pre-proposal conference is not required. However, all interested companies are encouraged to attend this important meeting.

If WCPS offices are closed or operating on a modified schedule due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is canceled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Administrators by the date and time required within this solicitation. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department (301-766-2840).

2. Questions and Inquiries

Questions and inquiries should be emailed to Scott Bachtell (bachtsco@wcps.k12.md.us) with a copy to Jeff Proulx (prouljef@wcps.k12.md.us). Please put the following in the subject line of the email: "2026-58 – Unit Price Contract for Document Scanning Services".

3. Contract Period

The initial contract term shall be effective from the Date of Award, through March 31, 2028. The contract may be extended for two additional two-year terms, after mutual agreement and following formal approval by the Board of Education of Washington County. All terms and conditions of the original contract remain unchanged.

4. Pricing

- a. All prices shall remain firm through the initial contract period.
- b. All Unit Prices submitted shall be the ***maximum*** amount charged for the unit of labor and/or material. Awarded vendors may quote lower unit prices for larger volume projects, and prices can be reduced at the discretion of the offeror on a competitive per-project basis.
- c. All prices are to be fully inclusive of all expenses, including travel/freight, overhead, profit, labor, equipment, incidentals, insurance, etc., and be the final cost to WCPS.
- d. All prices must be FOB-Destination (including inside delivery and setup), unless specifically addressed and authorized in the Price Proposal.
- e. In case of an error in the multiplication of unit price when arriving at the total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.
- f. Unit Prices must be rounded off to no more than two decimal places unless so specified on the Price Proposal.
- g. Prices quoted must be valid for a minimum period of 90 days from the date of the bid opening in order to have time to evaluate and award the contract. Price increases will not be accepted after submission of bid proposal or after orders are placed. Vendors are expected to understand the terms of this bid.
- h. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.

- i. Price adjustments from the vendor for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation. **It is the vendor's responsibility to submit a letter requesting price changes on time, as well as supporting documentation to support the change. Pricing adjustments are NOT automatic; WCPS reserves the right to accept, reject, and/or negotiate the requested price adjustments.**
- j. WCPS will not accept any proposal with escalator clauses, minimum order requirements, or irregular features unless specifically authorized in the Price Proposal.
- k. Charges for express delivery will only be allowed if pre-authorized by WCPS in writing.
- l. In case of an error in the extension of prices in the bid, the unit price shall govern.

5. Acceptance of Terms and Conditions

This Bid/RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by your company and not an acceptance of any offer by WCPS. No contractual relationship will exist except pursuant to a written Notice of Award/Acceptance and a fully executed Purchase Agreement (if applicable) issued by WCPS (*if applicable*).

By submitting a response to this Bid/RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the Bid/RFP and addenda.

6. Contract Terms

- a. Any additional agreement that may be signed between Washington County Public Schools/The Board of Education of Washington County and the awarded vendor(s) must incorporate the terms and conditions of this Bid/RFP. Where there is a conflict between the terms and conditions in the additional agreement and the terms and conditions of this Bid/RFP, the terms and conditions of this Bid/RFP will control.
- b. Bid pricing shall be inclusive of all charges for transportation, inside delivery, assembly (unless specifically addressed and authorized in the Price Proposal), minimum one-year full parts and labor warranty, and documentation/instructions for operation, etc.
- c. All materials/equipment/commodities to be furnished under any resulting order shall be new and unused unless otherwise specified. They shall be of the same quality level as any referenced make and model (as determined by WCPS). Any materials/equipment/commodities found to be defective, or not complying with the terms of the contract, will be rejected by WCPS, and necessary remedial action will be taken.
- d. Delivery of equipment is required within 30 days after receipt of an official purchase order.
- e. After a purchase order is issued, problems regarding delivery/installation, availability, etc. must be communicated in writing to the Contract Administrator, or his/her designee
- f. Delivery of large pieces of equipment is to be coordinated with the school principal or Contract Administrator at least two days in advance. Deliveries must include manpower for off-loading. We do not have staff available to assist with offloading. Most equipment will be delivered to first floor/ground level.
- g. WCPS reserves the right to return any damaged items and receive full credit for items. A signed delivery ticket shall not imply the items received were in good condition, only that the items were received.
- h. Once awarded, any changes in model number, parts modifications, design changes, etc., must be brought to the attention of the Buyer and approved by the Contract Administrators in advance of furnishing the

subject item(s). WCPS may accept or decline the change to the contract item(s). If the change is declined, the contract to furnish the subject item(s) will be canceled.

- i. WCPS is not obligated to any purchase quantity or dollar amount. The Board of Education will reject bids that stipulate minimum order quantities that must be purchased.
- j. WCPS reserves the right to increase or decrease quantities as required. Quantities are approximate, and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.
- k. WCPS reserves the right to make purchases from alternate sources if it is in its best interest to do so; however, the awarded vendor would be given an opportunity to match the pricing.
- l. Vendors should be prepared to submit schematics/documentation (if not available on the web) and after warranty service procedures for all equipment awarded to their company, upon request by the Contract Administrator.

7. Changes to the Contracted Items

- a. The “Market Basket” of services/items contained in the Price Proposal list will be flexible. There may be services/items added and deleted from the contract throughout the contract term. Additions and deletions can be made at any time. Pricing for these items will be obtained via quotations from WCPS’ approved vendors.
- b. All additional items added will be subject to all terms and conditions of the contract.

8. Proposal Submission

- a. ***The Technical and Price Proposal Proposals must be submitted separately in sealed envelopes clearly marked “Technical Proposal” and “Price Proposal” (The envelopes may be sent in the same box or package).*** The Price Proposal will remain sealed until WCPS determines if your firm’s submission is satisfactory according to the technical evaluation criteria of this RFP document. For this reason, a Proposal that is not organized and submitted as separate and distinct “Technical” and “Price” proposal sections will result in disqualification. A technical proposal that includes any pricing information will be disqualified.
- b. The proposal shall be submitted or hand-delivered by the time and date listed on the coversheet to Washington County Public Schools, 10435 Downsview Pike, Hagerstown, MD 21740, Attn: Purchasing Department. Proposals submitted after that time and date will be returned unopened. **Emailed submissions will not be accepted**
- c. **Electronic copies must be submitted in the format that WCPS provided.**

1. The Sealed Technical Proposal (including all Signature pages) must include the following:

	<u>Quantity</u>
Original:	One (1)
Electronic Version (USB Flash Drive)	One (1)

2. The Sealed Cost Proposal must include the following:

	<u>Quantity</u>
Original:	One (1)
Electronic Version (USB Flash Drive)	One (1)

- d. Due to possible changes and/or additions to the specifications, proposals should not be mailed until after the question period ends. All changes will be processed through addenda to this solicitation

package.

- e. **All inner and outer envelopes and packaging, used by FedEx, UPS, etc., should be labeled with the Vendor's name, Bid Name, Bid Number, and Due Date/Time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.**
 - f. All forms must be properly completed and where applicable signed by an officer or principal of the company.
 - g. If the qualifications proposal is deemed incomplete or indicates unacceptable staffing, experience, or skills, WCPS will not open the price proposal; If requested the price proposal would be returned unopened to the bidder (at their expense).
- a. The time/date for opening of Price Proposals will not be publicly announced. The information contained in the qualifications proposals will not be released to the public until a final decision is made by the Board of Education.

9. Minimum Qualifications

- a. All Bidders must provide at least three (3) references. WCPS would prefer references from public school systems (K-12) or other public entities.
- b. Participating bidders must confirm they have been in business for at least five (5) years providing document scanning services. Bidders who cannot demonstrate to the satisfaction of WCPS that they have had similar experiences will not be considered.

10. Evaluation

Unit prices will be evaluated using past, known, and/or hypothetical project(s) price evaluation.

11. Award

WCPS intends to award contracts to multiple vendors whose proposals are deemed responsive and responsible and who, based on the evaluation criteria, are determined to be the most qualified to perform the scope of work and provide the best value to WCPS. Notwithstanding, if only one firm meets these requirements or submits a competitively priced proposal, WCPS reserves the right to make a single award.

12. Job Ordering Procedure

This contract may be used for emergency and scheduled projects. Emergency response may be required in order to maintain the progress of work during another project(s), or if WCPS deems there to be a danger to students, staff, or buildings, and/or to expedite occupancy of the premises.

Emergency Projects

WCPS will contact an awarded contractor to determine if they can meet the required timeline in response to an emergency. Once an awarded contractor has committed to meet the timeline, the contractor will be provided a notice to proceed in writing or verbally. Invoices for emergencies will be based on the rates submitted and awarded by each vendor under this proposal.

Scheduled Projects

Multiple contractors will be requested to provide pricing for the scanning projects when the projects are estimated to exceed \$10,000. The following will be the process for those projects:

- a. **The sponsoring WCPS department designee will:**
 - Notify the awarded vendor(s) in writing of a planned project(s).

- The sponsoring department will establish the following information in writing to all vendors:
 1. A scope of work will be established (including who is responsible (WCPS or the Vendor) for project-specific requirements).
 2. A due date and time for the quotation (giving at least 48 hours).
 3. A timeline with a start and completion date (*if known*).
 4. Establish a deadline for any project-specific questions.
- Award the specific project to the lowest responsive, responsible quote for the project with consideration given to the contractor's ability to meet the completion schedule. The designee will issue a WPCS-approved purchase order.

b. **The Contractor will:**

- Put "**Per Bid 2026-58**" on the quotes submitted to WCPS.
 - WCPS staff will provide estimates of the amount of documents to be scanned for quotation purposes. Awarded vendors may choose to visually inspect the volume and type of documents to be quoted.
 - If interested, the contractor(s) will be required to submit a quote (in hard copy or via email, as determined by the sponsoring department designee) by the date and time specified by the sponsoring department designee at the pre-quote meeting.
 - For a given project, the quote should be provided in the same units as the Price Proposal. **Prices should not be submitted on a quote as a one-line lump sum.**
- c. **In the development of price quotations, the maximum unit prices submitted and awarded under this UPC may not be exceeded but can be reduced at the discretion of the offeror on a competitive per-project basis.** The sum total of all units extended will be the total price quote for each project.
- d. **All inner and outer envelopes and packaging, used by FedEx, UPS, etc., should be labeled with the Vendor's name, Bid Name, Bid Number, and Due Date/Time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.**
- e. All forms must be properly completed and, where applicable, signed by an officer or principal of the company.
- f. If the qualifications proposal is deemed incomplete or indicates unacceptable staffing, experience, or skills, WCPS will not open the price proposal; If requested, the price proposal would be returned unopened to the bidder (at their expense).
- g. The time/date for opening of Price Proposals will not be publicly announced. The information contained in the qualifications proposals will not be released to the public until a final decision is made by the Board of Education.

13. **Right to Negotiate**

The WCPS retains the right to negotiate specific contractual terms for products, services, and pricing. However, each bidder should submit a best and final offer in their initial bid package. Based upon the initial price offers, WCPS may or may not conduct price negotiations or discussions with any/all Bidders. Based on a change in the specifications, or if the price offers exceed the available funds, the Supervisor of Purchasing may invite revised price offers from finalist companies only. The WCPS reserves the right, in its sole discretion, to award a contract based upon the original written proposals received without further discussion or negotiation.

14. Bids For All or Part

A bidder may restrict his/her bid to be considered in the aggregate by so stating, but should name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the items, without quoting a price on each and every separate item, may be considered non-responsive. Unless a bidder has restricted his/her bid, award may be made to the bidder submitting the lowest aggregate bid on a group of items of a similar nature or on an individual item basis, or any other basis deemed to be in the best interest of the Board.

15. Electronic Version

The Bid/RFP has been made available by electronic means to expedite the Proposal submittal process. The Bidder acknowledges and accepts fully the responsibility to ensure that no changes are made to this Bid/RFP. In the event of a conflict between a version of the Bid/RFP in the Bidder's possession and the Purchasing Department's version of the Bid/RFP, the document held by the Purchasing Department shall govern. A hard copy of all documents must be submitted with original signatures, if there is a conflict between the electronic copy and the hard copy the hard copy will govern.

16. Non-Scheduled School Closings

Vendors shall be responsible to become aware of scheduled closings and unscheduled closings due to inclement weather or other causes beyond the control of WCPS. Non-scheduled closings shall be posted on the WCPS website (<http://wcpsmd.com/>). Vendors should communicate with the Contract Administrator or his or her designee on any adjustments in the calendar year. In the event of a closing, the vendor must contract WCPS Contract Administrator or his or her designee to determine a mutually agreeable delivery schedule.

17. Contractor Employee Conduct

The vendor shall enforce strict discipline and good order among the vendor's employees and other persons carrying out the contract. WCPS reserves the right to review the employee's work record to verify that they are properly trained and experienced. The vendor shall not permit employment of the unfit persons or person not skilled in tasks assigned to them. WCPS reserves the right to direct the vendor to remove from the project site, any employee of the vendor for misconduct, violations of the provisions of the contract, or for any inappropriate interactions with students, faculty, or staff of WCPS. Such removal may, at the option of WCPS be for the duration of the contract and shall occur at no increase to WCPS.

18. Damages/Responsibilities for Items Tendered

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

19. Permits

Permits and licenses necessary for the execution of the work will be secured and paid for by the vendor.

20. Local Licensing of Trade Persons

All trade persons performing work under this contract as a general contractor or a subcontractor must be licensed in accordance with the requirements of the local subdivision and the State. Any cost incurred as a result of this licensing requirement shall be borne by the vendor.

21. Inspection of Site

- a. All visitors must report to and register in the main office. Each bidder should visit the site and become informed fully as to the conditions under which the work is to be done. Failure to do so will not relieve a successful bidder of their obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.

- b. The bidder will perform field measurements, if applicable, and WCPS assumes no responsibility for errors in measurements. The bidder will be responsible for any costs associated as a result of an error in their measurements.
- c. Site visits will not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Contract Administrator.

22. Use of WCPS Services and Facilities

- a. It is understood that, except as otherwise stated in the contract documents, the vendor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction, and all other services and facilities of every nature necessary to execute, complete and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed with the approval of and without additional expense to WCPS, unless previously agreed to.

23. Removal of Debris

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.
- b. They will not interfere with WCPS personnel or students in the performance of this contract. WCPS reserves first right of salvage on all materials removed from WCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.
- c. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding, and surplus materials from and about the building. In case of dispute, WCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

24. Protection of Work and Property

- a. The vendor will be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs, and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations, and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, or loss. Any damage, loss, or injury resulting from the failure of the vendor to safeguard their work and WCPS property will be borne by the vendor.
- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from WCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to WCPS for approval.

25. Work Site Supervision

- a. The awarded vendor will provide full-time onsite supervision, who will have full authority to act on behalf of the vendor. The supervisor will represent the vendor in their absence and all directions/instructions given to them will be as binding as if given to the vendor. WCPS shall not be responsible for the acts or omissions of the superintendent or foreman.
- b. The vendor will immediately report to the Contract Administrator any error, inconsistency, or omission which they discover. The vendor will not be liable to WCPS for damages resulting from any errors or deficiencies in the contract documents or other instructions given by WCPS.

26. Inspections and Correction of Work

- a. All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of WCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced, and/or covered, as the case may be, by the vendor at their own expense. Rejected material will be removed immediately from the site. If, in the opinion of WCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be reduced by such amount as in the judgment of WCPS shall be equitable.
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give WCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify WCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.
- c. WCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of WCPS. If another vendor employed by WCPS caused the defect in the work, WCPS shall pay such cost and recover the charges from the other vendor.

27. Changes in Work

- a. Charges or credits for additional work covered by the approved change will be determined by the unit bid prices
- b. In the event the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted, including material and rental invoices and/or any other backup as requested by WCPS.
- c. A fixed fee may be negotiated and must be agreed upon and added to the costs listed above. The fee will be compensation to cover the cost of supervision, overhead, surety, profit, and any other general expenses.

SECTION III: SCOPE OF WORK & SPECIFICATIONS

1. Scope

WCPS is seeking to establish a contract for high-quality scanning, digitizing, and indexing services for the large and small paper documents of various sizes and formats. All converted digital files must be able to be stored and indexed. This contract will be utilized on an as-needed basis.

2. Vendor's Responsibility

A. The selected vendor will perform scanning and indexing of all records and documents submitted by the WCPS for conversion into a digital format (PDF – including Optical Character Recognition (OCR)). All stored, scanning, indexing, and Quality Assurance (QA) of WCPS documents must be performed in the United States of America. If the vendor is utilizing a subcontractor for this service, the subcontractor will need to sign a non-disclosure agreement.

Document types include:

- o Student Documents
- o Human Resource Documents
- o Students and Employees' Health and Benefit Documents
- o Payroll Documents
- o Accounting Documents
- o Contracts Documents
- o Facilities and Construction Documents
- o Other Format Documents to be determined

The following tasks describe further aspects that will be included within the evaluation process.

B. Task 1 - Document Handling, Pick-Up, and Tracking:

The Vendor must fully understand and comply with strict confidentiality, security, and handling requirements associated with WCPS records. All documents provided under this contract are irreplaceable and may contain information that would be protected under HIPAA, FERPA, etc., and must be safeguarded at all times.

Upon receipt of the documents from Washington County Public Schools (WCPS), the Vendor assumes full responsibility for their security, care, and safekeeping until the documents are returned to WCPS. All materials must be stored in a secure, dry, and environmentally appropriate location and handled with extreme care to prevent damage to fragile originals. The Vendor must maintain the highest levels of safeguards against theft, loss, or damage.

The Vendor shall be held fully liable for any original documents that are lost, stolen, or damaged while in the Vendor's custody. The WCPS reserves the right to assess a penalty of up to five thousand dollars (\$5,000) per Banker's (*or like*) box or file cabinet drawer that is lost, stolen, or damaged.

The documents contain highly sensitive and confidential information, including but not limited to Personally Identifiable Information (PII) such as full names, photographs, home addresses, email addresses, identification numbers, driver's license information, fingerprints or handwriting samples, information related to dependents, grades, and other student records. Once the documents are in the Vendor's possession, the Vendor becomes solely responsible for ensuring their confidentiality and security.

No unauthorized reproduction, duplication, or distribution of any documents or media produced under this contract is permitted.

The Vendor, in coordination with WCPS-approved dates and times, shall inventory all materials and utilize a secure tracking system throughout the duration of the project. This system must allow the WCPS to monitor the status and location of all documents being scanned and to access tracking information upon request.

The Vendor shall pick up the documents from the WCPS facility listed below, unless otherwise requested to an alternate address within Washington County, MD, and perform scanning services at the Vendor's secure facility:

Washington County Public Schools
Center for Educational Services
10435 Downsville Pike
Hagerstown, MD 21740

Task 1 - Deliverable:

1. Vendor will inventory and acknowledge the receipt of all items received. It is intended that the vendor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the WCPS's inventory transmittal and the items received by the vendor are to be resolved within ten calendar days.
2. Work with the WCPS's staff to mutually develop a procedure, as well as a pick and delivery schedule.

C. Task 2 - Documents Preparation for Scanning and Indexing:

The vendor must perform "Document Preparation" as necessary to scan all files-Preparation of Documents to be Scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard 8½ x 11 or 8½ x 14 paper, ensure all Post-its or Sticky Notes on documents are captured in the scanning process, and otherwise make the documents ready for processing.

Vendor must scan documents as described above into an electronic format (PDF – including OCR) and attach associated document indexes so that they can be uploaded, stored, and retrieved. The scanned documents must be made searchable by various criteria and clearly legible. Indexing requirements pending on document type can comprise searchable criteria that may include, but are not limited to, the following:

1. Student ID
2. First Name
3. Last Name
4. Date of Birth
5. School Year
6. School Site
7. Teacher's Name
8. Employee ID
9. Social Security Number
10. Address
11. Hired Date
12. School/Office Location
13. Classification
14. Department Name
15. Invoice Number
16. Bid/RFP Number
17. Start Date
18. End Date
19. Fiscal Year
20. Other Indexes to be determined

Task 2 - Deliverables:

1. At the start of each project, the vendor will provide a “sample” of a few files to Washington County Public Schools for review. Should Washington County Public Schools desire to modify the results, a 2nd “sample” will take place. This ensures both Washington County Public Schools and the vendor are in agreement with the expected outcome of the project.
2. Do not scan blank documents.
3. Vendor must scan documents into an electronic format at a resolution that supports full-text search and is clearly legible.
4. The Vendor must apply optical character recognition (OCR) software against the stored image documents to support full-text search.
5. The Vendor must submit scanned documents to WCPS by hard disk, portable storage device, or other WCPS-approved method of delivery.
6. Vendor must provide indexing services to establish a scan process and a plan for resolving ad-hoc issues, particularly on indexing.

D. Task 3 - Quality Control, Data Confidentiality, and Security:

The vendor must ensure the highest quality control and security of all documents to be scanned. Vendor must provide in detail its policies and procedures for ensuring that documents are confidentially secured while records are in the vendor’s custody.

Task 3 Deliverables:

1. All storage, scanning, indexing, and Quality Assurance (“QA”) of WCPS documents must be performed in the United States of America.
2. The vendor must provide a secure way, preferably web-based application for the WCPS to view and monitor quality control, issues, and corrections that are made.
3. The vendor must ensure that all scanned documents are de-skewed and have proper top-to-bottom orientation.
4. Duplex scan documents to capture both front and back of the document, where needed.
5. Optical Character Recognition (OCR), all content with a guarantee of 99.5% accuracy on images.
6. The vendor must ensure that all writing on scanned documents is legible if the writing is legible on the document. The vendor must add a disclaimer cover page for a document with poor original quality.
7. The vendor must provide a detailed process to ensure that no records or documents will be lost or not scanned. If a record file contains no pages, the vendor must add a disclaimer cover page indicating no pages.
8. The vendor must guarantee there are no unauthorized reproductions or duplication of any WCPS documents.
9. The vendor must electronically wipe the electronic files from their computer and server systems and certify in writing that they have done so before final payment will be issued.
10. Unsatisfactory work products must be corrected at the vendor’s expense, within an agreed and specified timeframe.

E. Task 4: Data Delivery

Vendor must provide a description of its indexing workflow process to accomplish the Indexing Requirements described in B-Task 2 above and provide a description of the vendor’s index data delivery process.

Task 4 Deliverables:

1. Vendor must provide a description of its indexing workflow process, including the use of data tables and lists for lookups.
2. Vendor must provide a description of its process for automatic capture and indexing, as well as manual indexing.

3. Vendor must generate an electronic structured file (e.g. CSV, XML) that contains the document index/metadata for each scanned document that accurately references the appropriate imaged document.
4. Vendor must prepare test sets of scanned documents and metadata prior to full production to validate the process and deliverables for upload into the WCPS's IEDMS.
5. During production, provide support for WCPS quality control testing upon delivery of electronic files, including a process for providing corrections/fixes.

F. Task 5: Return or Destruction of Documents

1. Vendor must describe its process for reassembling and returning document records to the WCPS.
2. Vendor must describe its process for the destruction of documents.

Task 5 Deliverables:

1. After imaging, the vendor must reassemble and return all documents to the WCPS at the WCPS facilities as noted in Task 1
2. Vendor must electronically wipe the electronic files from their computer and server systems and certify in writing that they have done so before final payment will be issued.
3. Unless specified otherwise, the vendor must return original documents after scanning and provide a "return slip" or other document as proof of return, to be signed by the vendor staff and WCPS staff. Outside of returned boxes, scanned documents must be clearly marked "Scanned," and the date scanning was completed.
4. WCPS reserves the right to ask the vendor to destroy documents after verification of acceptable scanning is complete and the final product is delivered to WCPS.

3. Standard Dots per Inch (DPI)

- A. Black and White Documents - 300 DPI
- B. Standard Office Documents (text with some color) - 300 DPI
- C. Photos or Detailed Images – 300-600 DPI
- D. School Blueprints and Architectural Drawings – 300-600 DPI

4. WCPS Information/Responsibilities

- A. Once this RFP has been awarded, WCPS has an immediate need for student record files to be scanned. WCPS will request quotes from all vendors who have been awarded to provide a price based on the maximum unit prices submitted.
- B. WCPS is estimating that there are approximately 1,700,000 pages of student records that need to be scanned (pending available funding).
- C. For full transparency, the file cabinets containing these documents were previously located at Williamsport High School, which experienced an asbestos contamination incident. The cabinet drawers remained closed during the contamination. The exterior surfaces of the cabinets were subsequently cleaned by a licensed asbestos abatement contractor under the supervision of a licensed Industrial Hygienist.
- D. The Williamsport files consist of approximately 100 vertical file cabinets, each containing four or five drawers of student records requiring scanning. The cabinets are currently palletized, with approximately four to five cabinets per pallet, and are stored in a sea container.

5. Pricing

- A. Any page counts provided are estimates only and provided for planning purposes. Actual scanning volumes may vary based on document condition, thickness, and organization. Final pricing shall be based on actual pages scanned, along with any additional charges as outlined in the Price Proposal.
- B. **Price Proposal** – Vendors must provide a complete Price Proposal providing maximum unit prices for each requested service. The Price Proposal must be signed by an authorized representative of the firm.

SECTION IV – EVALUATION CRITERIA

1. **Transmittal Letter**

A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely addresses all of the requirements of this RFP. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for WCPS's use during the procurement process.

2. **Signing of Forms**

A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

3. **Technical Proposal – 70 Points**

Clear, concise, yet detailed responses to the technical criteria below are to be provided. Standard sales material may be provided but shall be attached as an Attachment rather than included within the body of the Proposal. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria.

The information identified below shall be furnished in the Proposal in the order provided. Failure to include any of the items listed below may disqualify your firm's response. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for WCPS.

TECHNICAL PROPOSAL

- a. **Summary**: Provide a comprehensive, detailed narrative describing the Offeror's process to address the requirements outlined in Section III, Scope of Services. This narrative must include an organizational chart and a resume for key leadership personnel.
- b. **Compliance**: Acknowledge compliance with the required background checks and with WCPS Insurance Requirements.
- c. **Company Profile**: The Offeror shall demonstrate and certify that it possesses at a minimum of five (5) years of experience providing document scanning services to institutions similar to WCPS in scale. This includes providing details on company history, number of employees, and number of similar contracts.
- d. **Questionnaire**: Please provide answers to the questions in Attachment B.
- e. **Unique Qualifications**: Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable of providing a solution to WCPS.
- f. **Finalist Interview**: If required, the finalist will receive an interview score from the WCPS evaluation committee.
- g. **References**: The Offeror must provide references for a minimum of three contracts completed. For

each include a contact person's name, telephone number and email address, dates and a description of the type of services provided. Work performed for K-12 public school systems of similar size and scope is preferred. WCPS reserves the right to verify all information given as well as to check any other sources available, including itself, as a reference by the Offeror.

h. **Signature Pages**: Complete and sign

4. **Price Proposal – 30 Points**

Vendors shall submit a unit pricing to perform the work identified in the RFP. The unit prices shall be a maximum amount and be fully inclusive of all expenses. WCPS will apply the unit prices from each shortlisted vendor to hypothetical projects to determine a price score.

The lowest total cost will be awarded the maximum points (30 points). Points for other vendors will be calculated based on the differential from the lowest total cost.

SECTION V - EVALUATION PROCESS

1. Evaluation

A committee of WCPS staff will independently review and evaluate each responsive and responsible technical proposal. Based on the information obtained via the evaluation, the committee's average scores for each vendor will be determined. If approved (shortlisted), the vendor will be considered in the price evaluations. If not approved (shortlisted), the supplier will not be considered further in price evaluations. If required by WCPS, all final shortlisted vendors may be invited to an interview. The finalist will receive an interview score from the WCPS evaluation committee. The determination of bid rankings based on these criteria rests with the Supervisor of Purchasing, whose final judgment will not be grounds for appeal of the contract award.

2. Shortlisting

A shortlist may be developed based on the Evaluation results. Shortlisted vendors will be notified of the results as they pertain to their respective proposals. If it is determined that finalist interviews are necessary, the interviews are anticipated to be held during the dates listed on the RFP Cover Sheet. Shortlisted vendors will be notified via email.

3. Interview (If Required)

- a. Purpose: Based on the Evaluation Committee's initial Evaluation, WCPS may invite, without cost to itself, the shortlisted Offerors to an interview session. The purpose of the Interview is as follows:
 - i. To provide the Offeror the opportunity to demonstrate its experience.
 - ii. To discuss/clarify any and all aspects of the Proposal, in particular, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the Project and other applicable professional services.
 - iii. To allow WCPS to meet the Offeror's key personnel and for these personnel to convey their experience and expertise directly; and,
 - iv. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Proposal that may require additional clarification.
- b. Format: The interview will be informal, as WCPS is not interested in a sales presentation by executives and business development staff; rather, WCPS is requesting an interactive discussion with each of the shortlisted Offerors and the experienced personnel submitted in their proposals. We anticipate that the Interview will be approximately 45 minutes in length, with an additional 15 minutes for Questions and answers. Following the Interview, additional follow-up and/or clarification documentation may be requested of each Offeror.
- c. Date: The times and dates for the Interview Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.
- d. Location: The discussion may be onsite at WCPS or via web conferencing.

4. Recommendation

Following the Evaluation Committee's qualifying review and approval, the decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent. The highest-rated proposal(s) (using the evaluation criteria noted herein) will be recommended for award to the WCPS Board of Education.