



PROCUREMENT SERVICES

Request for Proposal National and International Market Research and Business Development Services RFP01-2102711B01-SLSCON-XXXXXX

<https://flvs.bonfirehub.com/projects/43471/details>

Public meetings shall be conducted via Zoom Conference.

Dial-In Number: 646 876 9923

Zoom Meeting Link: <https://flvs.zoom.us/j/6826895354>

Meeting ID: 682 689 5354

Direct all inquiries in writing to FLVS Procurement Services.

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Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	May 4, 2021	N/A
Pre-submittal Conference (Non-Mandatory Meeting)	Overview presentation by the Marketing Department	May 10, 2021 11:00 AM EST	Public Zoom Conference
Question & Answer Deadline	Written question and answer period	May 13, 2021 no later than 2:00 PM EST	Email to FLVS Procurement Services
Bid Due Date/Time	All responses due. The names of the respondents announced.	May 21, 2021 no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	May 26, 2021 10:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Scoring (Public Meeting)	June 2, 2021 10:00 AM EST	Private Zoom Invite for interview
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	June 5, 2021	N/A
Negotiations Tentative Date	Begin negotiations	June 9, 2021	N/A
Award Date Tentative Date	Date of FLVS Board Approval	September 22, 2021	N/A

NOTICE TO ALL INTERESTED PARTIES: FLVS is accepting responses to this solicitation via electronic submission at <https://flvs.bonfirehub.com/opportunities>. No hardcopy submissions will be accepted. DO NOT ship or deliver your response to FLVS offices. Electronic submissions will be accepted only until the due date and time listed above. The drop box does not accept late submissions. Submission time stamps are determined by Bonfire's system clock. Proposers are responsible for ensuring all submissions are uploaded prior to the deadline. If technical support is needed during the submission process, contact Support@GoBonfire.com.

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**FLORIDA VIRTUAL SCHOOL
REQUEST FOR PROPOSAL**

National and International Market Research and Business Development Services

1. OVERVIEW

1.1. Purpose

Florida Virtual School ("FLVS") is seeking responses from qualified proposers for National and International Market Research and Business Development Services. The recommended award shall be to the most qualified proposer as determined by an evaluation committee using a scoring methodology described herein. The final award will be based on FLVS Board of Trustees approval (if total value is \$300,000 or greater) or Procurement Director approval (if total value is less than \$300,000).

1.2. About FLVS

As an online Kindergarten-12th grade solutions provider, Florida Virtual School is committed to providing valuable resources for every school district and school across the nation. FLVS offers a variety of educational products and services to B2B and B2C audiences, including: K-12 Online Schools, Teacher Training and Professional Development, Digital Curriculum (190+ Courses), Tech Solutions and Platforms. Additional information about FLVS can be found on www.flvsglobal.net (National Services) and www.flvs.net (Florida Services).

1.3. Contract Scope, Structure, Terms, and Pricing

1.3.1. Contract Services, Structure, Term, Sequence and Pricing: FLVS shall enter into a "single contract" with a "single prime Proposer", or multiple proposers as deemed to be in FLVS's best interest for all services as described under this RFP. It is the responsibility of the Proposer to partner as necessary and assemble the team, skills, assets and other qualifications to meet all requirements in the RFP. The selected Proposer shall assume all contractual responsibilities, obligations and comply with all contract terms and conditions.

1.3.2. Scope of Work: The scope of work under this contract is in Section 5 of this RFP.

1.3.3. Contract Structure: FLVS shall contract the services described herein under a single contract. The single contract, however, shall be packaged into one Master Service Agreement ("MSA") with an associated Scope of Work (SOW). A separate SOW shall be issued for all services to be provided. A brief summary of the expected contract scope under each of these agreements is shown below.

1.3.4. Contract Term and Sequence: The Master Service Agreement (MSA) is the first Agreement that shall be exercised for two (2) years with three (3) one-year renewals as directed by FLVS. The Services SOW shall be exercised at the discretion of FLVS and shall have a term that does not exceed twelve months from the expiration of the MSA. Separate and individual Scopes of Work (SOW) may be issued for specific needs of the project.

1.3.5. Contract Pricing: The MSA and SOW shall be as specified on the proposal price sheet in Section 6. Contractors shall provide pricing as required on the proposal price sheet. Alternate price structures may be submitted in addition to the pricing requested. FLVS reserves the right to reject proposals that do not comply with the information requested on the proposal price sheet.

2. EVALUATION OF RESPONSES

Responses shall be reviewed and evaluated by the Proposal Evaluation Committee as described herein.

2.1. Proposal Evaluation Committee (PEC)

- 2.1.1. A Proposal Evaluation Committee shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. The PEC committee shall consist of FLVS staff members who are voting members and non-voting subject matter experts (SMEs). The non-voting members will be reviewing the proposals and reporting in their field of expertise to the committee.
- 2.1.2. The Proposal Evaluation Committee reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require at the discretion of FLVS formal presentations with the key personnel who shall administer and be assigned to work on behalf of the contract before recommendation of award.
- 2.1.3. The Proposal Evaluation Committee reserves the right to conduct site visits of a Proposer's facilities and/or of a current project they are managing.
- 2.1.4. Public Notice of Response Evaluation Committee meetings will be posted on FLVS Procurement Services website at
 - Demandstar: <https://flvs.bonfirehub.com/opportunities>
 - Florida Virtual School Procurement Opportunities: <https://flvs.net/about/procurement-opportunities/solicitations-open>

2.2. Evaluation Process

- 2.2.1. The selection process to evaluate the responses under this RFP shall be conducted in accordance with the evaluation procedure as described in this Section. Accepted Responses shall be evaluated by the PEC comprised of FLVS staff or non-staff members as assigned to the committee. FLVS shall be the sole judge as to which response is best and, in ascertaining the best response, shall take into consideration the financial resources, reputation, fit of proposed solution, and experience in performing similar work, as generally described below. FLVS will use 1) Minimum Qualifications/Responsiveness Check and 2) Two-Step Process (written and oral steps).
- 2.2.2. FLVS shall generally follow the above shown process; in doing so, FLVS at its will, reserves, at a minimum, the following rights:
 - a. The award shall be made to the Proposer that best meets FLVS needs. Every response shall be reviewed/evaluated in terms of its conformance to the RFP specifications;
 - b. All responses properly completed and submitted shall be accepted by FLVS. However, FLVS reserves the right to reject any or all responses, reject any response that does not meet all mandatory requirements, or cancel this RFP according to its best interest;
 - c. FLVS also reserves the right to waive minor irregularities in responses if that action is in the best interest of FLVS. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Proposer from full compliance with the specifications stated in this RFP or resulting contract;

- d. FLVS reserves the right, before awarding the contract, to require Proposer to submit additional evidence of qualifications or any other information the District may deem necessary;
- e. FLVS reserves the right to further negotiate any response, including price, with the highest rated Proposer. If a contract cannot be reached with the highest rated Proposer, the FLVS reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until a contract is reached;
- f. FLVS shall not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process would the need arise due to budget constraints, time constraints or other factors as directed by FLVS;
- g. FLVS, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on steps as defined.
- h. FLVS, at its sole judgment, will award or reject any or all responses as is in the best interest of FLVS and the decision shall be final.

2.3. Evaluation Steps

2.3.1. Response Opening

Response submittals shall be received electronically and publicly opened (see zoom link provided on the cover page). Only the names of Proposers will be read at this time. Individuals that would like to hear the names of the bidders read aloud during the official Response Opening may access the electronic meeting via the zoom link (see cover page).

The list of responses received shall be made available at <https://flvs.bonfirehub.com/opportunities> and <https://www.flvs.net/about/procurement-opportunities/solicitations-open> within 48 hours following the opening.

2.3.2. Responsiveness to Submittal Requirements

A preliminary evaluation by FLVS Procurement Services shall determine whether each received response is complete and compliant with the minimum qualifications and all other instructions and/or submittal requirements in the RFP. Section 3.1 Compliance will be reviewed by the Procurement Department and reported to committee during the evaluation session. Any responses that are incomplete or that do not comply with the instructions and /or submittal terms and conditions may be rejected and excluded from further consideration. Contractor responses, which are compliant as determined solely by FLVS, are moved to Step 1 of the evaluation stage.

2.3.3. Step 1: Evaluation

FLVS shall evaluate each written response based on the evaluation criteria listed in Section 2.4, using a 0-10 rating system multiplied by the weights assigned on a Lot-by-Lot basis. This meeting shall be open to the public via the zoom link provided on the cover page.

Step 1a: The response evaluation committee members will discuss all contractor responses, and each evaluation committee member will score the responses individually on a Lot-by-Lot basis. Additionally, the Procurement Representative will send each individual member an Evaluation Committee Rules form to sign as

acknowledgment of the committee member's understanding of the participation requirements. The form specifies that "each member will conduct, and complete, an individual evaluation of each response." Each member of the PEC will first score each proposer's written response. The procurement representative will combine the weighted evaluation scores from each committee member to finalize total weighted scores for each respondent.

Step 1b: The procurement representative will combine the evaluation scores submitted by all PEC members and shall determine the highest scoring responses based on the total evaluation scores received. FLVS reserves the right to determine the cutoff score and the number of responses that may advance to Step 2. Step 2 is optional at the sole discretion of FLVS. If FLVS determines that Step 2 is not required, award recommendation will be made based on the scores from Step 1.

2.3.4. Step 2 (optional): Presentation and/or Interview

For each Lot, Finalists shall be notified by FLVS Procurement to appear in-person or via Zoom meeting at the discretion of FLVS, in no particular order, for a presentation and/or an interview of their response and detailed discussion of the elements of their response. Only the scoring session shall be a public meeting.

- a. Procurement Services will assign the date and venue for the demonstrations and/or oral presentations based upon a random drawing of the responses advanced to Step 2;
- b. The PEC may require the finalists to furnish additional information or respond to questions and/or clarifications prior to or at the oral demonstration/interview;
- c. FLVS may require finalists to provide login or access for testing systems if applicable as directed;
- d. FLVS reserves the right to invite additional subject matter experts from FLVS and/or its representatives to attend oral demonstrations/presentations;
- e. Following the oral demonstrations/oral presentations, FLVS may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the PEC scoring. May require additional public meeting(s).
- f. Using the evaluation criteria in Section 2.4, each member of the PEC will separately score each respondent's demonstration/oral presentation using a 0-10 rating system multiplied by the weights assigned. The procurement representative will combine the evaluation scores submitted by all PEC members for this step.
- g. The procurement representative will combine weighted scores from both step 1 and step 2 to determine the highest scoring respondent ranking for each Lot.
- h. Procurement Services will post an Intent to Award Notice within approximately two weeks from finalist selection.

2.3.5. Basis of Award

Recommended award shall be made by Lot to the highest ranked Contractor(s) whose response is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of FLVS. FLVS reserves the right to make awards by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularities or technicalities. All purchases are contingent upon district funding. Following the selection and upon final negotiation of the contract terms and conditions with the top ranked Respondent, recommendation for contract award will be submitted to FLVS Board

of Trustees (if total value is \$300,000 or more) or Procurement Director approval (if total value is under \$300,000).

The FLVS Executive Team at their sole discretion shall accept or reject all recommendations of the Evaluation Committee. If the Executive Team accepts the Evaluation Committee's recommendation, the process continues as noted in each step above. If the Executive Team rejects any Evaluation Committee's recommendation, the Executive Team at their sole discretion, shall proceed with any of the following methods: directing the Procurement Representative to recommence the selection ranking process at whatever state or step the Executive Team deems appropriate (including step 1, step 2, and/or step 3); pursuing the project by any other alternative method permitted under Florida law; or abandoning the project all together. If the Executive Team elects to pursue the project through an alternative method or abandon the project all together, FLVS shall provide public notice of that decision.

FLVS reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service.

2.3.6. Selection Criteria

This procurement will comply with applicable Board Policies, State Board Rules, and Florida Statutes. The selection of a firm may be made without discussion with Proposer(s) after responses are received. Therefore, responses should be submitted complete with all pertinent information.

No Proposer shall have any rights against FLVS arising from such negotiations.

There will be no interim briefing regarding the status of a particular response until the evaluation of all responses is complete.

2.4. Evaluation Criteria (applies to Lot 1 and Lot 2)

2.4.1. Proposal Evaluation Criteria Step 1

The evaluation tables below show the evaluation criteria for each step. These criteria shall be used through the evaluation process as described subsequently:

Criteria No.	Step 1: Main Criteria Description	Weight
1.	Qualifications, Experience and Letters of Reference	45%
2.	Demonstrated ability to meet or exceed Scope of Services and Responses to Questionnaire	20%
3.	Reporting	5%
4.	Cost Proposal	30%
	TOTAL	100%

2.4.2. Respondent Demonstration/Interview Criteria – Step 2 (Optional)

Criteria No.	Step 2: Main Criteria Description	Weight
1.	Substance and content of the presentation	40%
2.	Question and answers session including requested clarifications that demonstrate proposer's ability to meet or exceed RFP requirements	40%
3.	Additional value-added services and/or cost saving strategies	20%
	TOTAL	100%

Sample Interview Questions

The following are **examples** of the types of questions that may be included in the interview process with shortlisted proposers. Respondents **do not need** to include answers to these sample questions within the written proposal response used in Step 1 of the evaluation process. These questions represent the types of questions that may be asked however, FLVS reserves the right to ask additional questions.

1	What is your detailed background and familiarity with the K-12 digital market on a national scale?
2	Describe your knowledge of the overall market and growth of the digital curriculum and software solutions market (i.e. digital adoption rate currently for institutions key growth vectors-wallet share, new wins, etc.). Include details defining your experience to date.
3	In your experience, what are the typical barriers to entry and customer switching risks in the digital curriculum and software solutions market?
4	Provide an overview of customers of the digital curriculum and software solutions market known to you or where you have had direct experience.
5	What is your proposed short-term and long-term strategy if you are awarded?

3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

3.1 Compliance and Response Submission

Proposals must be received by FLVS Procurement Department through Bonfire at <https://flvs.bonfirehub.com/opportunities> no later than the response due date and time specified above. Proposals received after this time will not be considered. Proposals shall not be modified after the RFP closing date and time.

As a reminder, no late submissions can be accepted. Proposer is responsible for allowing adequate time to upload their documents to Bonfire.

Electronic Proposal Submittal

Respondent shall submit all documents pertaining to this RFP electronically through Bonfire at <https://flvs.bonfirehub.com/opportunities>. If you're experiencing technical difficulties, contact Support@GoBonfire.com.

- Upload files in Adobe Portable Document Format (.pdf), Excel (.xls or .xlsx)
 - **No Zip Files shall be accepted**
- Enable Printing on all files submitted
- All required documents must be fully filled out and signed by an official who is authorized to legally bind the Respondent on all solicitation specifications
- Clearly identify each part of the submission as directed by the solicitation document
- Terms and Conditions submitted by the Respondent which differ from those of the solicitation may be cause for disqualification of the proposal

3.1.1 Copies of Proposals

In order to maintain comparability and consistency in the review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. **Submit a total of three (3) electronic documents in PDF format**

- one (1) electronic original (clearly marked as such) and
 - one (1) redacted version (see Public Records Appendix Form 11)
 - The Required Forms Packet must be submitted along with your proposal
- Responses not meeting the requirements below may be determined to be non-responsive, non-responsive responses will receive no further consideration.

3.1.2 Table of Contents

Clearly outline and identify the material and responses by Section in sequential order for the major areas of the response, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

3.1.3 Proposal Section 1 - Cover Letter and Compliance Information

Provide a cover letter indicating your company's understanding of the requirements/scope of this RFP. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. Unless specific exceptions are noted in the response to this package, all terms and conditions contained in the response to include the inclusive sample contract are considered to be accepted by the proposer. The prospective Proposer hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto. Cover letter shall be signed by authorized principal party.

For each of the following provide a full list of names, titles, addresses, telephone numbers, and email addresses:

1. **Primary Contact:** Point of contact for solicitation process and contracting purposes.
2. **Principals and Authorized Signatures:** Person(s) or entities serving or intending to serve as principals, authorized to legally commit the Proposer's organization to perform the services.

3.1.4 Required Forms Packet

Responses must include all 13 Required Forms (provided in RFP Attachment 1 – “Required Forms Packet”) listed below along with copies of current Certificates of Insurance. All forms must be completed and signed (and notarized where applicable). These documents must not be modified in any manner. Note: The “Required Forms Packet” also contains the Sample FLVS Standard Terms and Conditions (MSA), Statement of Work (SOW), Change Order and IT Security Policy.

- | | |
|---|---|
| 1. Compliance Checklist (Section 3) | 2. Compliance Worksheet (Section 3) |
| 3. Certificate(s) of Insurance (Section 7.18) | 4. Contractor's Statement of Qualifications (Appendix A) |
| 5. Acknowledgement of Business Type (Appendix B) | 6. Statement of Affirmation and Intent (Appendix C) |
| 7. Mutual Non-Disclosure Agreement (Appendix D) | 8. Addenda Form / Dispute Resolution Clause (Appendix E) |
| 9. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F) | 10. Drug Free Workplace Certification (Appendix G) |
| 11. Public Records Act / Chapter 119 Requirements (Appendix H) | 12. Anti-Lobbying Certificate (Appendix I) |
| 13. Reference Release Form (Appendix J) | 14. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix K) |

3.1.5 Financial Stability

Proposer must Demonstrate financial stability by providing at a minimum a Statement from a Certified Public Accountant certifying the firm's financial stability including information as to current or prior bankruptcy proceedings. The letter shall include current ratio, cash ratio, quick ratio, debt-equity ratio, debt to capital ratio and debt to asset ratio and return on assets (ROA).

FLVS as its sole discretion may request at any time during the evaluation or contracting process a Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) and / or Certified Financial Statements (Copy of audited financial statement for each of the last three years, by an independent certified public accounting firm or Federal Tax Return for previous years). All costs associated with this report shall be borne by Proposer.

3.1.6 Cybersecurity Compliance

Describe in detail your organization's cybersecurity compliance policies. Respondents must demonstrate policies in place to prevent a variety of common cybersecurity attacks. This includes, but is not limited to:

- Demonstrate use of proper input validation using common security libraries such as ESAPI from OWASP to prevent common attacks if contractor intends to employ user input.
- Demonstrate use of current, supported and patched applications and libraries to minimize vulnerabilities in applications code as applicable.
- Demonstrate use of a proper error handling code to ensure that system information is not revealed.
- Disclose any plugins, add-ons, third party tools or similar that will be included in your proposed solution.

The FLVS IT Security Policy is provided as part of the standard terms and conditions under the standard Master Services Agreement (Attachment K).

3.1.7 Accessibility Requirements

Respondent deliverables shall adhere with Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation in accordance with WCAG 2.1 and 508 Accessibility Standards.

3.2 Proposal Section 2 – Qualifications, Experience and References

Summarize the qualifications of the Proposer's project team and provide references. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided.

3.2.1 Background (Qualifications)

- a. List the number of years your company has been in operation.
- b. List the number of active clients by year, within the past five (5) years.
- c. Where are your corporate offices located?
- d. Do you have any offices in Central Florida?
- e. Describe your support and quality assurance resources.
- f. Describe the size of your organization (i.e. annual revenue).
- g. Provide an overview of your revenue base by region or state demonstrating your presence within those markets.

3.2.2 Experience

Describe your company's experience with the services specified in Lots 1 and 2.

- a. Describe strategic advantages your organization brings to the partnership with FLVS.
- b. Provide details defining your prior sales and marketing success achieved for your clients (i.e., ROI, percentage of growth or other similar)
- c. List awards won or industry/professional recognition related to your services in the last 5 years.
- d. List any publications related to your services (provide URLs if available)

3.2.3 References

- a. Provide **three (3) written letters of reference** from the last thirty-six (36) months. Letters of reference should be on company letterhead from the referee and include signature and contact information.
- b. Proposers are required to sign the Authorization for (Appendix J) to contact and check previous performance on projects.

3.2.4 Proven Success of Prior Experience

Proposer shall include a minimum of three (3) Case Studies demonstrating prior experience and proven success delivering similar services to other clients. Prior experience in educational sector is highly desirable (preferably within K-12 and/ or digital education experience preferred.) Case studies shall define accomplishments from the past three years and be relevant to the scope of services.

- a. Describe the effort for which you were engaged to provide services, including description of territories, size of client, existing market presence.
- b. Describe challenges and lessons learned for each engagement.
- c. Explain in detail what the outcome was and what value your services realized for the client.

3.3 Proposal Section 3 – Ability to Meet or Exceed Scope of Services

3.3.1 Minimum Requirements. For the list of requirements provided in Section 5, proposer is responsible for stating whether each numbered requirement shall be met by responding with a yes or no. A response of “Yes” guarantees respondent shall meet or exceed the specified requirement which is included in the proposed pricing (Section 6). For each “No” response, proposers shall provide written details as an Exception and/or Alternative as described below.

Clearly indicate any exceptions to the scope of services of the RFP or alternatives for FLVS to consider. Exceptions and Alternatives must be listed using the form provided in Section 5. A description of each additional deliverable not listed in the Requirements Section should be provided in the following format. Use the following guidelines:

- Quantity of each deliverable.
- Name of deliverable.
- Name of the phase(s) in which the deliverable is completed.
- Description of the deliverable and the expected outcomes.
- Description of whether or not the deliverable covers all phases and the intended audience.
- A list of any assumptions related to the deliverable.
- Any additional information requested and/or relevant to the understanding of the deliverable content that is not captured.

3.3.2 Respondent Questionnaire. Respondents shall complete the Questionnaire provided in Section 5.2.B. The responses will be used in the evaluation process. Respondents may use additional pages if more space is needed to provide adequate responses.

Response format shall include:

- Number each deliverable.

- Name of Deliverable.
- The name of the phase(s) in which the deliverable is completed.
- A description of the deliverable and the expected outcomes.
- A description of whether or not the deliverable covers all phases and the intended audience.
- A list of any assumptions related to the deliverable.
- Any additional information requested and/or relevant to the understanding of the deliverable content that is not captured.

3.4 Proposal Section 4 – Reporting

Include a list and samples of the types of reports (form and features) included with the proposed services. Provide samples for each Lot. Reports shall demonstrate the level of detail that shall be included among the regularly scheduled deliverables.

3.5 Proposal Section 5– Cost Proposal

3.5.1 Proposers shall submit their cost according to the format provided in Section 6- Cost Proposal. Completion of the Cost Proposal form is required. Alternative pricing (Section 6.4) may be offered in addition (not as a replacement) to the pricing structure requested. Do not cite price anywhere else in the submission.

- FLVS reserves the right to contact Proposers on price and scope clarification at any time throughout the selection process and negotiation process.
- FLVS is asking Proposers to estimate prices and hours for all categories with the understanding that they may have to make assumptions. Do not use “To Be Determined” or similar annotations in the cells for cost estimates.
- The Respondent is responsible for providing appropriate work environment including high speed internet connectivity to appointed staff for the duration of this project. Reimbursement for travel is not contemplated for this RFP. However, in the rare event that FLVS directly requests and agrees to reimburse any travel related costs they must be authorized and pre-approved by FLVS in writing and will be reimbursed in accordance with applicable Florida Statute and FLVS Policy.
- Complete Form in Section 6.1.B. – Acceptance of Invoice Payments via FLVS Visa Purchasing Card. State whether or not the Proposer will accept 100% payments via the FLVS Visa Purchasing Card. No additional charges, fees or price increases may be assessed by the contractor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.

3.5.2 Lot 1 Cost Proposal – Reporting, Market Research, Analysis, Strategic Planning and Consultation

This Section of the Cost Response shall provide details on the proposed not to exceed rates for all services for Lot 1, Section 5 – Scope of Services. The cost response shall provide itemized price details for each deliverable as specified in the development Scope of Services. The Proposer shall fill out the following cost worksheets:

- Complete Form in Section 6.1.A. – Reporting
Proposed not to exceed rates for deliverable costs for all items as identified in Section 5 Lot 1 – Scope of Services associated with Reporting. Respondent shall list and provide description for each type of report offered including frequency and not to exceed fees per report.
- Complete form in Section 6.1.B. - Market Research, Analysis, Strategic Planning and Consultation Blended Rates. The proposer shall provide their blended not to exceed hourly rates for Strategic Planning, Analysis, and Market Research Consulting efforts. The blended rate shall apply to project related costs.

c. **Staff Classifications and Billing Rates.** The Proposer shall also provide fully burdened not to exceed hourly billing rates for the staff classifications (as identified in Section 6.1.C - Proposed Staff Classifications). These rates may be used for any statements of work and/or change orders for awarded project work. The fully-burdened rates shall be inclusive of everything, including direct labor, profit, travel, etc. FLVS reserves the right to review the burden rate and percent of profit for each of the title classifications. At the District's request, the Proposer shall provide proof of true cost through payroll or sub-contract paperwork.

3.5.3 **Lot 2 –Percentage for Commission Based Sales.** The Proposer shall provide the best competitive not to exceed all-inclusive commission rate as a percentage of successfully[SK1] closed sales. Awarded Contractors shall register business development leads ("Deal Registration") as outlined in applicable statement(s) of work. A successfully closed sale shall constitute a Deal Registration that has been accepted by FLVS and results in full payment between FLVS and the referred educational entity or organization within 18 months. FLVS reserves the right to negotiate all proposed commission rates.

Reimbursement for travel has not been contemplated in this RFP. However, in the rare event that that FLVS directly requests and agrees to reimburse any travel related costs they must be authorized and pre-approved by FLVS in writing and will be reimbursed in accordance with applicable with Florida State Law, based upon the rates established in sections 112.061(3),(6),(7), Florida Statutes and FLVS Policy.

3.5.4 **Acceptance of P-Card.** Proposer shall identify if they accept payment via the FLVS Purchasing Card (P-Card) with no additional fees assigned.

3.5.5 **Alternative Pricing Structures.** Proposer may include alternative pricing structure for consideration. Any proposed pricing model shall be inclusive of all travel costs and any other related expenses. FLVS shall not pay for any unidentified or third-party expenses. Acceptance of alternative pricing structures shall be at the sole discretion of FLVS. Providing alternative pricing models does not eliminate the required pricing in sections above.

3.5.6 **Additional Optional Services.** Proposers may list any additional services related to this RFP that may be offered for consideration. Acceptance of additional services shall be at the sole discretion of FLVS.

4. INSTRUCTIONS TO PROPOSER

- 4.1 To ensure proper and fair evaluation, FLVS has established a **Cone of Silence** applicable to all Competitive Solicitations. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The Cone of Silence will be imposed upon all Competitive Solicitations (including the RFP) beginning with the advertisement for the same and ending with the approval for award.

Upon the issuance of this RFP, all contact with FLVS must be made through the procurement representative named on the first page. The Proposer must limit communication with the designated contact to the means specified in this document. Other employees and representatives of FLVS and the participating agencies are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Proposer or its representatives. Any contacts made with other employees and representatives of FLVS will be reported and forwarded to Procurement. Proposer shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of FLVS in connection with this competitive procurement.

- 4.2 Proposer to this Response or persons acting on their behalf are specifically instructed not to contact Board of Trustees, members, staff, or Committee Members during the course of the Response and Selection process. All procedural matters shall be directed to Procurement. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential Proposer to this RFP. Contact or communication initiated by any responding firm may result in rejection of the Response.

- 4.3 **Public Records.** Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. FLVS reserves the right to make any final determination of the applicability of the Public Records Law.

4.3.1 Redacted Submissions

If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Proposer shall mark the document as "Confidential" and simultaneously provide a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the solicitation name, number, and the Proposer's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Proposer claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, FLVS shall provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department shall notify the Proposer such an assertion has been made. It is the Proposer's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida

Statutes, or other applicable law. If FLVS becomes subject to a demand for discovery or disclosure of the Confidential Information of the Proposer in a legal proceeding, FLVS shall give the Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Proposer agrees to protect, defend, and indemnify FLVS for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Proposer fails to submit a redacted copy of information it claims is confidential, FLVS is authorized to produce the entire documents, data, or records submitted in answer to a public records request for these records.

4.4 **Posting of Tabulations/Recommendation:** RFP tabulations with recommended awards will be posted for review by interested parties. Visit <https://flvs.bonfirehub.com/opportunities> or <https://www.flvs.net/about/procurement-opportunities/solicitations-open> for bid/response links. Results will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Proposer of the delay and anticipated posting date and time.

4.5 **Bid Protests:** Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with Section 120.57(3), Florida Statutes. Notice must be sent to procurement@flvs.net. Following Notice, a formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in Section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.6 **Written Clarifications:** Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to the Buyer (see cover sheet) no later than the date and time specified on the cover sheet. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the following websites:

- Bonfire (<https://flvs.bonfirehub.com/opportunities>)
- Florida Virtual School Procurement Opportunities (<https://flvs.net/about/procurement-opportunities/solicitations-open>)

4.6.1 Prior to submitting the response, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from Bonfire or FLVS.net for attachment to the response (**Appendix E**).

NOTE: If you download a copy of this response from Bonfire you will be notified by Bonfire (via email) of postings during the life of this solicitation. **You will not be notified if you downloaded a copy of this response from FLVS.net.**

4.6.2 All questions must be in writing and emailed to the Buyer (see cover sheet).

- 4.7 Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the response due date. Proposers should not rely on any statements other than those made in this RFP or written response to questions and/or addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 4.8 All responses must be prepared and submitted in accordance with the instructions provided in this RFP. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFP. A responsive response is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.
- 4.9 FLVS will receive sealed electronic responses until the date and time indicated on the cover page. Responses must be submitted electronically to the electronic drop box on <https://flvs.bonfirehub.com/opportunities> as described on the cover page. No late submissions will be accepted. It will be the Proposer's responsibility to submit the electronic response to the drop box on time. Respondent shall contact Bonfire for technical support if they experience difficulty uploading their submission at Support@GoBonfire.com. Note that the official clock, for the purpose of receiving responses, is the Bonfire system timestamp.
- 4.10 **Purchase Order:** The award of the response shall not constitute an order. Before services rendered, Proposer must receive a purchase order from FLVS.
- 4.11 **Conflict of Interest**
- 4.1.1 No contract for goods or services shall be made with any business organization other than governmental agencies in which any of the following apply:
- a. The CEO/President or a member of the Board of Trustees has any financial interest whatsoever
 - b. A spouse or child of the CEO/President or a member of the Board of Trustees has an employment relationship, or a material interest as defined by Section 112.312(15), Florida Statutes
 - c. An employee of the FLVS has a material interest as defined by Section 112.312.(15), Florida Statute, unless the contract is based upon a competitive bid and the employee has not, directly, or indirectly, participated in the development of bid specifications or in the recommendation for purchase or award
- 4.1.2 No employee or official of the Board of Trustees shall use bid prices or school prices or receive any other preferential treatment in the making of personal purchases. Neither shall any employee or official make purchases for personal use through the school or the school district (FLVS). Nothing contained herein shall be deemed to prohibit an employee from participating in activity or purchasing program that is publicly offered to all employees of FLVS.
- 4.1.3 Any violation of any provision of this subsection by an employee of FLVS shall be grounds for disciplinary action that could include dismissal.
- 4.1.4 No employee shall be the approver or initiator of purchases from any business organization in which a family member is the point of contact, the person performing the work, or works for the business organization. In this situation, the employee is required to recuse themselves from participating directly or indirectly in the procurement process.

5. SCOPE OF WORK

Scope of Services: Florida Virtual School (FLVS) is soliciting proposals for National and International Market Research and Business Development Services. FLVS is open to considering responses from organizations as well as independent consultants that have a proven track record in providing sales consulting services. Respondent(s) shall provide on-going support to the FLVS Global Sales team throughout the sales and marketing cycle. Respondents shall be well established and demonstrate proven success.

Background

As a leading provider of K-12 education, FLVS provides robust, winning curriculum to public, private, charter, and homeschool families and school districts nationwide. FLVS strives to stay ahead of the digital marketplace to ensure we are reaching and supporting as many districts/educational institutions and school administrators as possible. To continue doing so, we are seeking market research and business development expertise from established service providers who have knowledge and experience specific to the K-12 marketplace. Our goal is to effectively seek out the resources and support necessary to reach educational providers that would benefit by partnering with FLVS, through business- to-business lead generation on an international and national scale.

High Level Description of Services – National and International Market Research and Business Development Services

The scope of services for this Request for Proposal contains two separate Lots for award. Lot 1 includes, market research, analysis, strategic planning, and reporting initiatives. Lot 2 includes business development services. Respondents may respond to one or both Lots at their discretion. FLVS at its sole discretion shall determine the number or respondents awarded as determined by the evaluation process and as in its best interest.

5.1. Lot 1 –Market Research, Analysis, Strategic Planning, and Reporting Consultation for post Covid K-12.

5.1.1 General Requirements. For Lot 1, the awarded Contractor(s) shall provide the services as described herein. The services to be performed for FLVS under this Lot may include, but are not limited to providing data analysis and consultation on the following:

- a. Development of custom report(s) which assess the marketplace in the current COVID landscape for digital/online educational providers which includes but is not limited:
 - US Regional and global analysis of the K-12 digital marketplace
 - Barriers to marketplace entry and strategies to overcome
 - Funding sources such as Federal and State Grants
 - Legislative impacts by state that would impact digital curriculum/online learning
 - Collaboration opportunities
 - Competitor analysis
 - Curriculum demands (i.e., Educational Standards by state, or shortage of qualified instructors in the market or other challenges faced within a district or region)
 - Assessment/testing changes (i.e. legislative/laws/DOE standards)
- b. Research, prepare, and submit a one-year, three-year, and five-year strategic plan for the targeting of and success in the United States and Global digital K-12 school markets post COVID.
 - Outcomes: Strategic Plan for the digital school market opportunity.

- Timing: draft review in first quarter of contract with ongoing updates as needed per market shifts.
- c. Work with FLVS to develop a plan for targeted K-12 digital school offerings, including pricing and service options that may include partnerships.
- Deliverables: development and ongoing strategy for the securing new K-12 business, including but not limited to services, curriculum, platform options, and pricing.
 - Timing: ongoing
- d. Work with FLVS to develop messaging for FLVS Account Managers to effectively pursue these opportunities in various markets.
- Deliverable: ongoing support of and introductions for the FLVS team to identify and pursue new K-12 business opportunities.

5.1.2 Respondent Questionnaire, Functional and Technical Requirements

The purpose of the Respondent Questionnaire and Functional and Technical Requirements table(s) is to ensure that the proposal matches stated requirements specified herein.

Respondent Questionnaire: All respondents must complete and submit, as part of their proposal, the Respondent Questionnaire table shown below. Respondent shall provide completed, detailed responses to each of the questions listed below as applicable to this Lot of work.

Lot 1 - RESPONDENT QUESTIONNAIRE – International and National Market Research	
Number	Description
1	What reporting mechanisms do you use to demonstrate ROI?
	Response:
2	What unique experiences and background make you or your firm an ideal service provider?
	Response:
3	What is your methodology to deliver success?
	Response:
4	Describe in detail your current customer base, including number of accounts, geographic regions, organization type, and specific types of services provided.
	Response:
5	Has your firm been in litigation with any public agency (school, district, or state Department of Education) in the past 10 years? If yes, provide details.
	Response:

5.1.3 Functional & Technical Requirements - All Contractors **must** complete and submit, as part of their proposal, the Functionality and Requirements table(s) shown below. Indicate if the requirement will be met. Answering “Yes” affirms meeting or exceeding each requirement which is included in the proposed pricing provided in Section 9 and to be delivered in accordance with the agreed upon schedule and stated final deliverable date.

Requirement Number	Lot 1 - Description of Requirement International and National Market Research	Shall Meet or Exceed Requirement “Yes” or “No”
1	Respondent has a minimum of five (5) years of experience in market research, analysis, and strategic consulting.	
2	Respondent does not sell or consult on any product(s) or service(s) that is in direct competition with FLVS offerings.	
3	Respondent provides a detailed, event driven plan for work assignments for inclusion within Statements of Work as directed.	
4	Respondent responds to customer requests within 24 hours/1 business day.	
5	Respondent provides supporting documentation with all invoices.	
6	Respondent provides a dedicated point of contact for the duration of a work assignment, project or Statement of Work.	
7	Respondent is available for contact, telephone calls, or Zoom Conferences (or similar) during FLVS standard operating hours of 8:00 AM EST to 5:00 PM EST.	
8	Respondent has resources available to manage multiple initiatives simultaneously.	
9	Contractor shall adhere with all FLVS guidelines and policies as provided within Statement of Work.	

FLVS Shall Provide:

- Primary Point of Contact for Lot 1 and Lot 2
- Assigned territories or target accounts

Lot 1 Market Research, Analysis, Strategic Planning, and Reporting Consultation for post Covid K-12 - Assumptions

- Contractor shall adhere with all FLVS guidelines and policies as provided within Statement of Work.

5.2 **Lot 2 – National and International Business Development Services**

5.2.1 General Requirements. The awarded Contractor(s) shall provide the services as described herein. The awarded Contractor(s) shall:

- Have established education industry contacts
 - Generate sales through referrals to FLVS in the digital K-12 market
 - Identify regional, national and/or international opportunities
 - Recommend additional special project and collaboration opportunities
- a. Territory assignments shall be determined post award at the sole discretion of FLVS to avoid channel conflicts and documented through issuance of Statements of Work.
- b. Respondent shall make introductions to FLVS for consideration. In mutually beneficial situations, FLVS shall determine if pursuit is desired at its sole discretion.
- Outcomes: ongoing support of and introductions for the FLVS team to identify and pursue K-12 digital opportunities, specifically related the FLVS course catalog including but not limited to Advanced Placement courses, Cambridge AICE program aligned courses, Career and Technical Education courses, and World Languages.
 - Timing: ongoing

5.2.2 Respondent Questionnaire, Functional and Technical Requirements

The purpose of the Respondent Questionnaire and Functional and Technical Requirements table(s) is to ensure that the proposal matches stated requirements specified herein.

Respondent Questionnaire: All respondents **must** complete and submit, as part of their proposal, the Respondent Questionnaire table shown below. Respondent shall provide completed, detailed responses to each of the questions listed below as applicable to this Lot of work.

Lot 2 - RESPONDENT QUESTIONNAIRE – Business Development	
Requirement Number	Description
1	What unique experiences and background make you or your firm an ideal service provider?
	Response:
2	What is your methodology to deliver success?
	Response:
3	What products or services do you currently sell in the K-12 market?
	Response:
4	Describe in detail your current customer base, including number of accounts, geographic regions, and organization type.
	Response:
5	Has your firm been in litigation with any public agency (school, district, or state Department of Education) in the past 10 years? If yes, provide details.
	Response:

5.2.3 Functional & Technical Requirements - All Contractors **must** complete and submit, as part of their proposal, the Functionality and Requirements table(s) shown below. Indicate if the requirement will be met. Answering “Yes” affirms meeting or exceeding each

requirement which is included in the proposed pricing provided in Section 9 and to be delivered in accordance with the agreed upon schedule and stated final deliverable date.

Requirement Number	Lot 2 – Description Requirement Business Development	Shall Meet or Exceed Requirement “Yes” or “No”
1	Respondent has a minimum of five (5) years of experience in K-12 education sales and marketing. Specifically, experience with digital learning platforms/curriculum.	
2	Respondent identifies prospective customer for FLVS Global Services.	
3	Respondent provides leads in various markets.	
4	Respondent does not sell or consult on any product(s) or service(s) that is in direct competition with FLVS offerings.	
5	Respondent responds to customer requests within 24 hours/1 business day.	
6	Respondent provides supporting documentation with all invoices.	
7	Respondent provides a dedicated point of contact for the duration of a work assignment, project or Statement of Work.	
8	Respondent is available for contact, telephone calls, or Zoom Conferences (or similar) during FLVS standard operating hours of 8:00 AM EST to 5:00 PM EST.	

FLVS Shall Provide:

- Primary Point of Contact
- Assigned territories or targeted accounts

Lot 2 Business Development - Assumptions

- Awarded contractor shall only work assigned sales territories or target accounts in order to avoid channel conflicts.
- Contractor shall adhere with all FLVS guidelines and requirements as provided within Statement of Work.
- Lot 2 High Level Workflow
 - Awarded contractor(s) shall identify business leads and register them with FLVS in accordance with the SOW.
 - FLVS validates lead (verifies referral is not an existing contract or pre-existing negotiation already in discussion with FLVS within ten (10) business days of registration.
 - FLVS shall determine level of assistance needed by contractor following acceptance of registered lead.

Warranty of Deliverables (Lot 1 and Lot 2). In the event defects of deliverables are identified within 12 months from the date of acceptance, Contractor shall execute corrections within 7 business days from notification at no additional cost.

Data and Content Ownership (Lot 1 and Lot 2)

- All data collected shall remain the sole property of FLVS. Upon termination of contract, all data shall be returned to FLVS within five business days in the format specified.
- Respondent may utilize ‘blind data’ for the purpose of assessing performance metrics

- Student Data Registration Information collected shall reside in the FLVS Student Information System
- All content shall remain sole property of FLVS in perpetuity free from any copyright restrictions or limitations for future use.
- FLVS shall retain sole rights to utilize and / or modify all deliverables at its discretion.
- Upon award, FLVS shall retain all intellectual property rights in all written materials, video, graphics, or other multimedia materials, computer programs (including all source and object code, documentation, manuals or specifications relating to same) and any other works or materials created for FLVS under the awarded contract and subsequent statements of work as such rights are defined in any jurisdiction throughout the world (the "Work Product"). Contractor shall execute all documents that may be necessary to confirm FLVS' ownership of the Work Product, acknowledges that FLVS may use the Work Product in whatever way and for whatever purpose it chooses, in its sole discretion, and represents and warrants that any third parties who are permitted to contribute to the Work Product under this agreement are bound by all the obligations herein.

5.4 Exceptions/Alternatives to the RFP: Proposers shall specify exceptions requested for consideration to any section of the Request for Proposal specified herein. FLVS at its sole discretion reserves the right to reject proposals with exceptions and / or alternatives to the requirements of this RFP and / or take the exceptions into consideration during the evaluation process as in its best interest.

Page #	Section # / Paragraph #	FLVS Original Language	Proposed Alternative/Revision for Consideration

5.5 Exceptions/Alternatives to FLVS Master Services Agreement Terms and Conditions: Proposers shall specify exceptions requested for consideration to the Sample Master Services Agreement provided (Appendix L of the Required Forms Packet). FLVS at its sole discretion reserves the right to reject proposals with exceptions and / or alternatives to the Master Services Agreement Terms and Conditions or take the exceptions into consideration during the evaluation process as in its best interest.

Page #	Section # / Paragraph #	FLVS Original Language	Proposed Alternative/Revision for Consideration

- 6. COST PROPOSAL FORMS:** Provide a schedule of values for fees associated with the various services to be provided. Respondent costs shall include proposed strategies with proven success. Rates quoted shall be all inclusive of any related costs. All respondents are required to complete this Section as shown for each Lot of work proposed. Pricing shall be inclusive of all Work Product and/or Services as defined within the Scope of Services. FLVS reserves the right to further negotiate the proposed fees.

6.1 Lot 1 Cost Proposal Form Part A: Market Research, Analysis, Strategic Planning, and Reporting for post Covid K-12 throughout the National and International Marketplace. The Cost proposal for Lot 1 shall be evaluated by using the proposed not to exceed fees for reporting combined with the blended/hourly rates for strategic analysis.

A. Lot 1 - Reporting. For the services described in Lot 1, provide your pricing model including a detailed breakdown of structure, resources, deliverables, types of reports delivered and the estimated time to complete. Describe the reporting details that will be included (i.e. regions and types of data reporting applicable to research analysis and strategic planning). Proposers shall provide their fee structure and not to exceed costs for each deliverable listed for the life of the agreement.

Description of Report	Unit of Measure (per report)	Frequency of Report Single or Recurring	Unit Cost	Extended Cost

Example:

Description of Report	Unit of Measure (per report)	Frequency of Report Single or Recurring	Unit Cost	Extended Cost
Market research of emerging Global Market	Per Report	Single Report	\$1,000	\$1,000
Statistical analysis of current US Markets	Per Report	Quarterly	\$2,500	\$10,000
Total Annual Cost				\$11,000

B. LOT 1 Market Research, Analysis, Strategic Planning, and Reporting - Blended Hourly Rates. Provide the blended not to exceed hourly fees for specific projects through issuance of Statement(s) of Work for research, strategic planning, analysis and consulting. Respondent shall provide the all-inclusive, blended rates for combined resources over a

period of time performing the specified consulting services offered. Respondents may use additional lines as needed.

Description of Resource	Unit of Measure (per hour/ weekly/ or other)	Number of Hours per Resource (Qty)	Unit Cost (hourly rate)	Extended Cost (number of hours x hourly rate)
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

C. LOT 1 Market Research, Analysis, Strategic Planning, and Consultation - Hourly Rates. Respondents shall provide the not to exceed hourly rates per resource for services specified in the scope of services supporting the line-item breakdown for costs proposed. These rates will remain firm for the duration of the contract. Hourly rates shall include all costs. Provide the position title and fully burdened hourly rate. Respondents may use additional lines as needed.

Description of Resource Staffing Matrix	Unit of Measure (per hour/ weekly/ or other)	Number of Hours per Resource (Qty)	Unit Cost (hourly rate)	Extended Cost (number of hours x hourly rate)
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Cost for all Hourly Resources				\$

Notes: Respondents may use additional lines/pages needed.

6.2 LOT 2 Business Development - Commission Rate Percentage

Proposers responding to Lot 2 –Business Development Services shall provide the all-inclusive Not-to-Exceed Commission rate or percentage (%). This all-inclusive rate shall serve as compensation for all closed sales paid to FLVS within eighteen (18) months of registered referral acceptance. Commissions shall be based upon first year closed sales only for which the customer has paid FLVS.

Business Development Commission Rate: _____%

6.3 Cost Proposal Form Part B P-Card Acceptance

Respondent shall accept payment via P-Card (with no additional Fees)

☐ Yes ☐ No
(Check one)

Alternative Pricing Models

6.4 Alternative Pricing: May be provided in Addition to Fixed Price (not as a replacement to the above)

Detailed Description	Total
	\$

6.5 Additional Services (optional)

Respondents shall provide rates for additional related services not specified in the scope of services. For additional available services, provide a detailed description of service along with associated rates. FLVS shall at its discretion exercise the right to purchase any proposed additional services as needed. Additional services proposed shall not factor into the evaluation process. Respondent shall specify any additional services offered.

6.6 Cost Proposal General Notes:

- Unit price will be used to determine the correct extended price if calculation error is found.
- Extended price should be computed as Estimated Total Hours multiplied by the Proposed Unit Price
- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the Statement of Work. Estimated quantities provided for evaluation purposes and do not guarantee dollar value of award.
- FLVS reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularity or technicality. Responders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- FLVS Travel Policy (for any authorized, pre-approved travel related expenses)
In compliance with 112.061, Florida Statutes, FLVS will reimburse contractors following the same policy that is set in place for all FLVS staff for ordinary, necessary, and reasonable expenses incurred in the course of business-related travel in compliance with Florida State Law, based upon the rates established in sections 112.061(3),(6),(7), Florida Statutes. Travel expenses must be supported by receipts when submitting a Contractor Travel and Expense Reimbursement Form. Florida Virtual School will only reimburse up to what is considered acceptable based on FLVS travel policy.

7. GENERAL TERMS AND CONDITIONS

7.1 FLVS may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the responses received as a result of this RFP. FLVS also reserves the right to request clarification of information from any Proposer.

7.2 All expenses involved with the preparation and submission of responses to FLVS, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.

7.3 FLVS has implemented a Purchasing Card Program to streamline our procurement process.

7.3.1 By making purchases with the Visa Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. Our Awardees also achieve cost saving results by accepting our Purchasing Card.

7.3.2 FLVS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees or price increases may be assessed by the contractor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.

7.4 This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and FLVS. No modification of this RFP, except by addendum issued by FLVS, shall be binding on FLVS.

7.5 It is understood and agreed between the parties hereto that FLVS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, FLVS shall immediately notify Awardee(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to FLVS of any kind whatsoever.

7.6 The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their response, the name of any officer, director, or agent who is also an employee of FLVS. Further, all Proposers must disclose the name of any FLVS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.

7.7 Purchasing Agreements with Other Government Agencies. All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

7.8 Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.

7.9 There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.

7.10 The Procurement Director may terminate this solicitation in whole or in part when it is in the best interest of FLVS. Notification of termination must be in writing and issued by the Procurement Director or designee. This action will be publicly posted as described above.

7.11 Should any Proposer fail to enter into a contract with FLVS, on the basis of the submitted response by said Proposer, the Proposer acknowledges that Proposer shall be liable to FLVS for any lost revenue.

7.12 Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in Florida Court in and for Orange County, State of Florida. The laws of the State of Florida shall govern this transaction.

7.13 Attached as Appendix L (in the Required Forms Packet), is the most current version of FLVS' standard contract. By submitting a response to this RFP, submitters acknowledge and agree that they have reviewed this standard form and have no objection to it. Further, if selected by FLVS, Submitters acknowledge and agree that they will execute this standard form contract, subject to FLVS' right to make revisions and modifications thereto prior to execution, where FLVS has determined, in its sole discretion that such revisions or modifications are in FLVS' best interest.

During contract negotiations, the respondent is expected to make every effort to timely respond to issues to ensure final contract agreement. FLVS will provide certain deadlines to meet during negotiations. Failure to meet the deadlines may be cause for termination of negotiations. In the event negotiations are terminated, FLVS will follow the procedures outlined in Section 2.3.5.

7.14 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Proposer without prior written consent of the School. The Proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School.

7.15 With the consent and agreement of the Awardee(s), purchases may be made under this response by other school boards and governmental agencies. Services are to be furnished in accordance with the Contract of said product(s) and/or service(s) resulting from this Response. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this RFP that the submission of any response, in response to this advertised request, shall constitute a response made under the same conditions, for the same contract price, and for the same effective period as this response to all public entities if they so request.

7.16 Most Favored Nation/Pricing: Contractor guarantees that all of the benefits and terms granted to FLVS herein are at least as favorable as the benefits and terms granted by Contractor to any other public-school district or school board in Florida. Should the Contractor enter into any agreement with any other public school district or school board in Florida for the delivery of any good(s) or service(s) in this Agreement which provides for benefits or terms more favorable than those contained herein, then this Agreement shall be deemed to be modified to provide FLVS with those more favorable benefits and terms. For this purpose, the Contractor shall promptly notify FLVS of the existence of such more favorable benefits and terms and FLVS shall immediately receive the more favorable benefits and terms.

7.17 All accounting and invoicing correspondence must reference FLVS purchase order number. Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by FLVS. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. These items must be received by FLVS consultant/representative at least ten (10) working days before the deadline for submission of Awardee's request for payment dates.

7.18 Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years

past the completion of the project with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company.

7.18.1 All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Florida Virtual School (FLVS) and (b) FLVS is to be named as an additional insured party with respect to Proposer activities.

7.18.2 General Liability Insurance of not less than One Million (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) General Aggregate for bodily injury, property damage liability, personal injury, advertising liability, and shall include errors and omissions coverage. The General Liability policy should be on CGL 0001 (12/04) or equivalent form. Insurance shall be primary and non-contributory to any other insurance of the certificate holder and shall name the certificate holder, owners and any other required by written contract or an agreement as additional insured.

a. Policy should be endorsed with a "per project aggregate". All coverages should include contingent liability and contingent property damage liability. If coverage is written on a Claims made basis the retroactive and continuity dates should be at least the first day services begin with FLVS. Policy should include an endorsement waiving all rights to subrogate against FLVS.

b. The above policies for General Liability insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.

6.18.3 Worker's Compensation Insurance: The Awardee(s) shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract Employer's Liability Insurance: The Contractor shall maintain, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000.00) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000.00) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for bodily injury by disease.

6.18.4 Automobile Liability Insurance: Automobile Liability Insurance shall be maintained, by contractor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

7.18.5 Professional Liability and Cyber Liability including: Technology Errors and Omissions, Telecommunications Errors and Omission, or Multimedia Professional Liability whichever is applicable not less than One Million Dollars (\$1,000,000.00), and Network Security Liability, Privacy Liability, Crisis Management, Cyber Extortion, and Media Liability not less than One Million Dollars (\$1,000,000.00).

7.19 Legal Requirements: It shall be the responsibility of the Awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with FLVS are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

7.20 After notification of award, the Awardee(s) shall indemnify and hold harmless FLVS as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of FLVS as set forth in Florida Statutes.

7.20.1 Successful Proposer shall, in addition to any other obligation to indemnify Florida Virtual School and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

a. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b. Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

c. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

d. Any costs or expenses, including attorney's fees, incurred by Florida Virtual School to enforce this agreement shall be borne by the Contractor and venue shall be in Orange County.

7.21 Patents and Royalties. The Proposer, without exception shall indemnify and hold harmless FLVS and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Florida Virtual School. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. In addition, FLVS shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this Response.

7.22 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.

7.23 Financial Terms and Conditions.

7.23.1 Payment

Contractor will provide all Services, as defined in the RFP. Reimbursement for travel has not been contemplated in this RFP. However, in the rare event that that FLVS directly requests and agrees to reimburse any travel related costs they must be authorized and pre-approved by FLVS in writing and will be reimbursed in accordance with applicable with Florida State Law, based upon the rates established in sections 112.061(3),(6),(7), Florida Statutes and FLVS Policy. For Lot 1, payments shall be made in arrears on a monthly basis in accordance with the Statement of Work with NET45 terms. For Lot 2 payments shall be made in arrears with NET 45 days from date of invoice.

7.23.2 Conditions to Payment

Payment to contractor of the amounts due shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the Contract and specifically upon the successful and timely completion of the Acceptance Tests specified for the particular deliverable. FLVS reserves the right to determine the acceptance process which may include the approval and release of funds.

7.23.3 Maintenance Services. INTENTIONALLY OMITTED 7.23.4 Scope of Work (SOW)

In the event that FLVS shall issue a SOW (Scope of Work) for Services, under this Contract, District shall pay to contractor an amount determined by the hourly rates under the Pricing Schedule, not to exceed the maximum cumulative amount for a Scope of Work under this Contract. Invoices for each SOW shall itemize the time and materials expended on the particular SOW.

7.23.5 Payment Terms

- a. FLVS will remit full payment on all undisputed invoices within forty- five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- b. By submitting a Proposal to the FLVS, the contractor expressly agrees that if awarded a contract, FLVS may withhold from any payment, monies owed by the contractor to FLVS for any legal obligation between the contractor and FLVS.

7.23.6 Form of Invoicing

Invoices shall itemize services, dates, and deliverables consistent with the terms of the Contract.

7.23.7 Performance Bond – INTENTIONALLY OMITTED

7.23.8 State on the Response Price Sheet the Terms and Conditions you will accept for a payment discount. (i.e.: 2% net 45 days, upon receipt of invoice). FLVS shall pay to Provider the fees for services as per State Statute Net 45 days of receipt of approved invoice. The School shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8013320819C-8.

7.24 FLVS will monitor and enforce compliance by all Awardees and sub-contractors that provide services and/or products to FLVS.

7.24.1 It is the intent of FLVS that all Awardees and sub-contractors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to FLVS operations. The Awardee(s) may be required to supply a written copy of their Safety Program/Manual for review after contract award. Periodic review of the Awardee's safety manual and operations may be conducted. All Awardees and their employees, including sub-contractors, performing work under the terms of this contract will follow the best safe working practices at all times, as well as comply with all Federal, State, Local, and FLVS safety policies and procedures. This includes the operation of vehicles and equipment on FLVS owned property. Any accidents, injuries, or incidents occurring on FLVS property shall be immediately reported to FLVS Facilities Office.

7.24.2 All awardees shall comply with Chapter 442, Florida Statutes to any product or item delivered or used when providing goods or services under this contract by providing Material Safety Data Sheets (MSDS) when applicable.

7.24.3. The Awardee(s) and their employees, including sub-contractors, performing work under the terms of this contract will follow the best environmental working practices at all times. The Awardee(s) shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to FLVS operations, as well as comply with all Federal, State, Local, and FLVS environmental policies and procedures. The Awardee(s) may be required to supply a written copy of their Environmental Program/Manual for review after contract award. Periodic review of the Awardee's environmental manual and operations may be conducted. Awardees and sub-contractors will be responsible for removal and cleanup of all contamination (or potential contamination) when it occurs or is identified by FLVS Safety Office. All incidents shall be immediately reported to FLVS Safety Office.

7.25 Federal Provisions [THESE PROVISIONS MAY NOT BE APPLICABLE TO THIS CONTRACT BUT FLVS IS REQUIRED BY THE UNIFORMED GRANT GUIDANCE TO HAVE THIS IN ALL CONTRACTS UTILIZING FEDERAL FUNDS]

7.25.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

7.25.2 All Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

7.25.4 Environmental Protection. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

7.25.5 Debarment and Suspension Certification. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689

(3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 7.25.6 Lobbying Certification Contract must adhere to: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8.SPECIAL PROVISIONS

8.1 Renewals: It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

8.2 FLVS, at its sole discretion, may exercise options to extend the contract for the number of renewals referenced in Section 1.2.a, based upon funding availability and by mutual written consent of both parties. Respondent understands that any rate increases must be requested in writing with supporting documentation, approved by FLVS, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the renewal periods.

8.2.1 Price Increase – INTENTIONALLY OMITTED

8.3 Contract Termination: FLVS shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than ninety (90) days prior to the date that such termination is to be effective, or with such lesser notice as FLVS may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to FLVS. In the event FLVS shall elect to terminate this contract without cause, FLVS shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and FLVS shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.

8.4 Minimum Qualifications/Experience: The Awardee(s) shall maintain a current business license. The Awardee(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awardee(s) shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. FLVS reserves the right to request documentation at any time during the contract period.

8.4.1 Proposer(s) shall include a copy of all applicable licensing with their response.

8.4.2 Inspection of Proposer's Facilities: FLVS reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract.

8.4.3 It shall be the sole responsibility of the Awardee(s) performing services for this contract to safeguard their own materials, tools, and equipment. FLVS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

8.5 Awardee(s) Personnel: Awardee's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any FLVS facility.

8.5.1 Qualifications of new people working under this contract will be submitted to FLVS, in writing, for approval prior to them conducting any service under this contract. Submit a list of all employees who will be working under the current contract, any intention for additional personnel, and back-up personnel for each function.

8.5.2 Effective September 1, 2005, as per Section 1012.465 of the Florida State Statutes all Florida education agencies and Contractual personnel must be in compliance with the Jessica Lunsford Act. Awardees meeting any of the criteria including those permitted access on school grounds when students are present, or those who have direct

contact with students, or those who have access to or control of school funds are required to be Level II fingerprinted and screened by our Human Resources Department. This consists of a FDLE/FBI criminal record and fingerprint search. Contractor shall assign no person to perform work hereunder who has any form of criminal record without the prior written authorization of FLVS.

The term "contractor" means any proposer, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for FLVS or a school, but who is not otherwise considered an employee of the FLVS. The term also includes any employee of a contractor who performs services for the school district or school under the contract and any subcontractor and its employees.

The Technical Assistance paper for the Jessica Lunsford Act can be accessed at <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.

8.6 E-Verify Compliance. In accordance with section 448.095, Florida Statutes, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/web/Login.aspx>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors, if any, performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement. Contractor and its subcontractors shall complete and return the FLVS E-Verify Certification and Affidavit, attached hereto as Appendix K.

8.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.

8.7.1 The Awardee(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

8.8 Communications: Awardee(s) must provide a means to receive direct communications from FLVS. A copy of all written communication concerning contract discrepancies, issues, or concerns from FLVS and the Awardee(s) shall be forwarded to the Procurement/Contract Specialist upon issuance.

8.9 Contract Administration: FLVS will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Awardee(s) shall be contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to FLVS. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Awardee's right to proceed further with this work. In such event, the Awardee(s) will be paid only for materials used. The Awardee(s) and their sureties may be liable to FLVS for any additional cost incurred by FLVS to complete the job. At this point, the Awardee(s) shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by FLVS.

8.9.1 Failure of the Awardee(s) to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract, at the discretion of FLVS.

8.9.2 FLVS reserves the right to terminate this contract, in whole or in part, should the need for the services cease to exist.

8.9.3 Awardee(s) shall be subject to periodic performance evaluations by FLVS personnel. Continued unsatisfactory ratings shall be cause to find the Awardee(s) in default of the contract.

8.9.4 Upon cancellation of any ensuing agreement, FLVS reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated response to FLVS for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in FLVS's best interest.

8.10 FLVS Facility Security: All personnel must coordinate with the facility's front office or security personnel. Awardee's employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

8.11 Marketing Agreement/Use of Product: Trademark License. Neither party shall without the other party's written consent and approval: (i) permit usage of corporate logos, names and trademarks in marketing materials, provided such usage shall be subject to a limited license and shall be in conformance with such party's logo usage and trademark guidelines; (ii) at its own expense and in its sole discretion, furnish to the other party reasonable quantities of marketing collateral and other sales promotion materials upon request; (iii) list the other party as an Partner on their website; and (iv) issue with the other party a joint press release announcing formation of the referral relationship between the parties, provided, however, that neither party shall issue any press release regarding the other party without the other party's prior written consent.

8.12 Identical Qualifying Bids/Proposals: In the event of identical qualifying bids/proposals, FLVS will execute the tie breaking procedure contained in its policies and procedures manual, Section F11 purchasing.2A General Provisions Related to Competitive Solicitations.

8.13 Family Educational Rights and Privacy Act (FERPA): (including software related purchases) Proposer acknowledges that FLVS has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom FLVS has outsourced certain institutional services or functions: a.) Confidential information about FLVS' students is contained in records provided to and maintained by Proposer, and Proposer will protect the privacy of all student education records to the fullest extent required of FLVS under FERPA; b.) Proposer is performing an institutional service or function that has been outsourced by FLVS and for which FLVS would otherwise use its employees; c.) Proposer is under the direct control of FLVS with respect to the use and maintenance of education records, as defined by FERPA; d.) Proposer is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a); e.) Even in circumstances that might justify an exception under FERPA, Proposer may not disclose or re-disclose personally identifiable information unless FLVS has first authorized in writing such disclosure or re-disclosure; and f.) Proposer will not use any personally identifiable information acquired from FLVS for any purpose other than performing the services or function that are the subject of this agreement.

8.14 ADA Compliance: Under Title II of the Americans with Disability (ADA) Act. The ADA requires that persons with disabilities are provided both physical and programmatic access to all

programs and services offered by public entities. Contractor complies with all rules and regulations under the Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation. Contractor agrees to comply with all with WCAG 2.1 A.A. and 508 Accessibility Standards specified within:

- [Section 508 of the Rehabilitation Act of 1973, as amended \(Sec. 508\)](#)
- [Americans with Disabilities Act of 1990, as amended \(ADA\)](#)

8.15 Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.