



INVITATION TO BID (ITB)

ITB TITLE: Computer Peripherals, Supplies and Accessories
Bid Number: ITB-2013-6995-9330-NR

Due Date/Time: April 29, 2013; 11:00AM EST

Request for Information/ Clarification Cut-off Date: QUESTION DATE: April 18, 2013; 11:00AM EST

Sealed Bid must be mailed or hand carried to: Florida Virtual School, Purchasing Division, located at 2145 Metrocenter Blvd, Suite 200, Orlando, FL, 32835 Attn: Nancy Ramos by the due date and time as indicated above. All Bids shall be submitted in a sealed envelope or package and clearly marked with the Bid number, title and Bid opening date and time. For your convenience an identification label has been provided. The delivery of Bid prior to the specified date and time is solely the responsibility of the Respondent. Bids received after the due date and time will not be considered.

BID ACKNOWLEDGEMENT FORM

The authorized representative below is duly authorized to sign this Bid on behalf of respondent, company, or corporation and fully understands that by virtue of executing and returning this Bid Acknowledgement Form represents complete and unconditional acceptance of the requirements, terms and conditions of this Invitation To Bid and all Appendices and any Addendum released hereto.

The Respondent hereby agrees to provide the services and/or items specified in the ITB, at the prices quoted, pursuant to the requirements of this document.

Authorized Signature	Name & Title (printed)	
Firm Name	Federal I.D.	
Mailing Address		
City	State	Zip
Telephone	Fax	E-Mail Address
Date of Bid	Contact Person, Number	

NOTE: This form must be completed and returned with your Bid. An original, manual (ink) signature is required. Thank you for your interest in doing business with Florida Virtual School.

BID IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your Bid submittal. Place your bid in a sealed envelope or package, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

All visitors are required to check-in at the Reception Desk on the 2nd floor. If you are hand delivering a Bid, the receptionist will date stamp your package and notify purchasing that a package has been dropped off. A record of all deliveries and delivery times will be documented at the Reception Desk as well as in Purchasing Division.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR ITB REPLY ENVELOPE OR PACKAGE.

Cut out label and tape to outer sealed bid envelop or package.

✂-----

DO NOT OPEN - SEALED BID - DO NOT OPEN

**ITB TITLE: Computer Peripherals, Supplies and Accessories
ITB-2013-6995-9330-NR**

LATE PROPOSAL WILL NOT BE ACCEPTED

BID To BE OPENED ON: APRIL 29, 2013; AT 11:00 A.M. EST

From: _____

**DELIVER TO: FLORIDA VIRTUAL SCHOOL
ATTN: NANCY RAMOS
PURCHASING DIVISION
2145 METROCENTER BOULEVARD, SUITE 200
ORLANDO, FL 32835**

NON SUBMITTAL RESPONSE FORM

If your company is not submitting a response to this Invitation to Bid, please complete and fax this form prior to the due date established in the ITB document.

Florida Virtual School
Attn: Nancy Ramos
Purchasing Division
2145 Metrocenter Boulevard, Suite 200
Orlando, FL 32835

This information will assist Purchasing Division in the preparation of future ITBs.

ITB-2013-6995-9330-NR
ITB TITLE: Computer Peripherals, Supplies and Accessories

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Please check reason for a "no bid."

- ☐ Specifications "too tight", geared toward one brand or manufacturer (explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (explain below)
- ☐ We do not offer this product/service or an equivalent.
- ☐ Our product schedule does not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

If you are submitting this form, than **only this form needs to be returned**, please do not return the entire bid package.

BID SUBMITTAL CHECKLIST

Respondents are cautioned to check their submittal very carefully, using the following checklist:

- ☐ **Complete, sign, and return all forms, including:**
 - ☐ Bid Acknowledgement Form
 - ☐ Appendix B Acknowledgement of Business Type
 - ☐ Appendix C Statement of Affirmation and Intent
 - ☐ Appendix D Anti-Collusion Statement
 - ☐ Appendix G Drug Free Workplace Certification
 - ☐ Appendix H Mutual Non-Disclosure Agreement
- ☐ **Bid Price Form**
 - ☐ Re-check prices and extensions
- ☐ **Other Forms (if required)**
 - ☐ Manufacturer's authorization
 - ☐ Questionnaire
 - ☐ Descriptive literature
 - ☐ Licenses
 - ☐ Material Safety Data Sheets
- ☐ **Affix Bid Identification Label to front of envelope or package**
- ☐ **Verify Bid Due Date**

**ITB TITLE: Computer Peripherals, Supplies and Accessories
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Section 1

1. Introduction

- 1.1** Purpose: Florida Virtual School (FLVS), hereafter referred to as the "district" or "FLVS", is seeking bids from qualified proposers interested in providing Computer Peripherals, Supplies and Accessories. The award will be to the most qualified proposer(s) as determined by an evaluation committee. The final award will be based on Board approval.
- 1.2** District Profile: FLVS is an internet-based public school that offers curriculum online for Elementary, Middle and High school students. FLVS has led the way in providing a rigorous academic program that has passed stringent external reviews by states across the nation. Winner of numerous national and international educational awards, FLVS now trains teachers, administrators, school districts, and states in how to deliver a sound, accountable, and successful online learning experience.

Florida Virtual School (FLVS) is an established leader in developing and providing virtual K-12 education solutions to students nationwide. Nationally recognized for our e-Learning model, FLVS was founded in 1997 and was the country's first state-wide Internet-based public high school. Today, FLVS serves elementary, middle and high school students with more than 90 courses.

FLVS is part of the Florida public education system and serves students in all 67 Florida districts. FLVS also serves students, schools, and districts around the nation through tuition-based instruction, curriculum provision, and training. Enrollment is open to public, private, and home school students. All students work from home or school and all instructors work in a remote environment.

In 2000, the Florida Legislature established FLVS as an independent educational entity with a gubernatorial appointed board. FLVS is the only public school with funding tied directly to student performance.

The school is a world leader in e-Learning and the FLVS motto "Any time, any place, any path, any pace"© indicates the school's flexibility and mission to place the student at the center of all learning.

Section 2

2. Instruction To Bidders

Bidder shall read all solicitation documents and comply with all specified requirements.

2.1 Sealed Bid Requirements: The "Bid Acknowledgement Form" must be completed, signed and returned with the Bid submittal. The Bid Price Form page(s) on which the Bidder actually submits a Bid and any pages upon which information is required to be inserted must also be completed and submitted with the Bid. Florida Virtual School (FLVS) reserves the right to reject any Bid that fails to comply with these submittal requirements.

2.2 Bid Submittal: The completed Bid must be submitted in a sealed envelope or package with Bid number, Bid title, Bid opening date & time, Bidder name and return address clearly typed or written on the front of the envelope or package. **Please use the enclosed label when submitting your Bid.** In order to maintain comparability and consistency in review and evaluation of responses, all bids shall be organized. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the ITB to which they pertain. **Please submit one (1) unbound original (clearly marked as such). One (1) electronic copy on USB flash drive is also required** for document management purposes. To create the electronic copy, scan the entire bid and save it as one (1) pdf document.

2.2.1 All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their Bid is received by the FLVS Purchasing Division on or before the time and date due for Bid to be considered. Bids submitted by electronic or facsimile transmission will not be accepted. Bids received after the date and hour specified will not be considered. Late Bids will be rejected.

2.2.2 No Bid: If not submitting a Bid, respond by returning the "NON SUBMITTAL RESPONSE FORM" only.

2.3 Execution Of Bid: Bid must contain a written original signature of an authorized representative in the space(s) provided. All Bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure. All price corrections must be initialed by the person signing the Bid. FLVS reserves the right to reject any Bid or Bid item completed in pencil or any Bid that contains illegible entries or price corrections not initialed. Only the terms and conditions of this solicitation as they were released by FLVS, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by FLVS.

2.4 Request For Information: Any questions concerning the scope of services, terms and conditions or other Bid requirements shall be directed in writing to the Purchasing Division prior to the deadline for questions as indicated below. Inquiries must reference the bid number, title and the due date. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Respondents. No interpretation shall be considered binding unless it is provided in writing by the Purchasing Division.

2.4.1 Requests for Information must be in writing and E-mailed to Nancy Ramos, Purchasing Agent. Email: nramos@flvs.net

2.4.2 Questions must be received before 11:00 a.m. EST on April 18, 2013. Questions not received by this date and time will not be considered.

2.4.3 Any interpretation to a Proposer shall be made only by addendum duly issued. All Addenda will be posted and disseminated on the following web-sites:

- Demandstar (<http://www.demandstar.com>)
- Florida Virtual School Procurement Opportunities (<http://www.flvs.net/areas/contactus/Pages/Procurement%20Opportunities/RFPsListing.aspx>)

NOTE: If you download a copy of this bid from Demandstar you will be notified by Demandstar (as you listed, email or fax) of postings during the life of this solicitation. **You**

will not be notified if your downloaded a copy of this bid from FLVS.net.

- 2.4.4** Prior to submitting the bid, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from Demandstar or FLVS.net for attachment to the bid.
- 2.4.5** Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the bid due date. Proposers should not rely on any statements other than those made in this ITB or written response to questions and/or addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail.
- 2.4.6 Change Or Withdrawal Of Bids Prior To Bid Opening:** Changes to or withdrawal of the Bid must be in writing. This communication is to be received by the Purchasing Agent prior to date and time of Bid opening. The Bidders name and the Bid number, title and due date must appear on the envelope or package. Any Bid not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the School with the services specified in the Bid.

Bids that do not comply with these requirements may be considered non-responsive and are subject to rejection.

Section 3

3. Definition Of Terms

Addenda - Written or graphic instruments issued prior to the date for opening of Bids, which modify or interpret the Bid Documents by additions, deletions, corrections or clarifications.

Agreement - The written Agreement between FLVS and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

"And" - "Or" - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.

Bid - An executed offer submitted by a Respondent in response to a request for Bids and intended to be used as a basis for negotiations for a contract.

Bidder - Shall refer to anyone submitting a bid in response to an Invitation to Bid

Contract - The "Contract" shall mean the Contract Documents as defined and listed herein, advertisement, Request for Bid, Scope of Work, Contract Agreement, Payment and Performance Bonds, General and Special Conditions, together with all Addenda and supplemental agreements concerning the project.

Contractor - The "Contractor" shall mean the individual or firm offering these goods and services, which executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the goods, services, work and materials, including services and/or work of sub-contractors, required under the covenants, terms and provisions contained in this Contract and any and all Amendments thereto.

FOB Destination – Free On Board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

Lobbying – Is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the posted recommendation on the award of a contract.

Lump Sum – The total price of a group of items which is priced as a whole.

Notice of Award - The written notice of the acceptance of the Bid from FLVS to the Contractor.

Notice to Proceed - The written notice issued by FLVS to the CONTRACTOR authorizing the Contractor to proceed with the Work and establishing the date of commencement of the contract time.

Offer – A response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.

Owner – Florida Virtual School (FLVS).

Offeror – One who makes an offer in response to a solicitation (bid).

Respondent - For the purposes of this Bid, any person, firm, corporation or agency submitting a response to this Request for Bid or their duly authorized representative. The word Respondent or respondent may be used interchangeably within the Request for Bid.

Responsible Respondent – Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Scope of Work - Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

Section 4

4. General Terms and Conditions

4.1 ASSIGNMENT OF CONTRACT AND/OR PAYMENT: This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Respondent without prior written consent of the School.

4.1.1 The Respondent herein shall not assign payments under this contract or agreement without the prior written consent of the School.

4.2 BID INFORMATION AND NOTIFICATION: All bid notices are web posted; visit <http://www.demandstar.com> or <http://www.flvs.net/areas/contactus/Pages/Procurement%20Opportunities/RFPsListing.aspx> for bid links. It is the Bidders responsibility to monitor the website to view current Bid opportunities and addenda. All supporting bid documents such as amendments, tabulations sheets, notice of award will be posted on the site. It is the responsibility of the bidder to monitor the website for all information about this bid.

NOTE: If you download a copy of this bid from Demandstar you will be notified by Demandstar (as you listed, email or fax) of postings during the life of this solicitation. **You will not be notified if you download a copy of this bid from FLVS.net.**

4.3 BID PREPARATION COST: The costs of developing Bids are entirely the responsibility of the Respondent and shall not be charged in any manner to FLVS. This includes, but is not limited to, the direct cost of personnel assigned to prepare Respondent's response to the ITB and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by Respondent in preparing the response to the ITB.

4.4 BID PROTESTS: Any person who is adversely affected by any specification in this Bid or ITB or any decision or intended decision concerning this Bid or ITB and who wishes to protest such specification, decision, or intended decision shall file a protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to 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 287.022(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.5 CANCELLATION OF AWARD/TERMINATION: In the event any of the provisions of this Bid are violated by the Respondent(s), the CEO or designee will give written notice to the Respondent(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School for immediate cancellation. Upon cancellation hereunder, the School may pursue any and all legal remedies as provided herein and by law.

4.5.1 The School, reserves the right to terminate any contract resulting from this ITB, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School will be relieved of all obligations under said contract. The School will only be required to pay to the Respondent(s) that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the School after the Termination of the contract.

4.5.2 The awarded contractor will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice must be received at least 90 days prior to the effective date of termination.

4.5.3 Cancellation of contract by Contractor may result in removal from Respondents/Respondent list for a period of three years.

4.6 CONFLICT OF INTEREST: All Respondents must disclose the name of any officer, director, or agent who is also an employee of the School. All Respondents must disclose the name of any School employee who owns,

directly or indirectly, any interest in the Respondents' business or any of its branches.

4.7 CONTRACT TERM / OPTION TO RENEWAL: The initial term of the contract shall be for One (1) year period following Board approval.

4.7.1 This contract may be renewed for Four (4) additional One (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date

4.7.2 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.

4.7.3 Should it become necessary for FLVS to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.

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

4.9 DEFAULT: In the event that the awarded Respondent(s) should breach this contract the School reserves the right to seek remedies in law and/or in equity.

4.10 ESCALATION PROVISION: No Escalation provision will be accepted during the term of this contract.

4.11 FUNDING OUT / TERMINATION / CANCELLATION: Florida School Laws (Section 237.161, Florida Statutes) prohibit governmental entities from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

4.11.1 It is necessary that fiscal funding out provisions be included in all Bids in which the terms are for periods longer than one (1) year.

4.11.2 Therefore, the following funding out provision is an integral part of this Bid and must be agreed to by all Respondents:

4.11.3 The School may, during the contract period, terminate or discontinue the services covered in this Bid at the end of the School's then current fiscal year upon ninety (90) days prior written notice to the successful Respondent.

4.11.4 Such prior written notice will state: That the lack of appropriated funds is the reason for termination, and Agreement not to replace the services being terminated with services similar to those covered in this Bid from another vendor in the succeeding funding period. This written notification will thereafter release the School of all further obligations in anyway related to the services covered herein."

4.11.5 The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

4.12 JESSICA LUNS福德 ACT: Effective September 1, 2005, all Florida education agencies must be in compliance with the Jessica Lunsford Act, Contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students, students records and/or data or who have access to or control of school funds must meet Level II fingerprinted background screening requirements. This consists of a FDLE/FBI criminal record and fingerprint search.

4.12.1 The term "contractor" means any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. 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.

4.13 INDEMNIFICATION / HOLD HARMLESS AGREEMENT: Successful Respondents 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;

4.13.1 Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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, of anyone for whose acts any of them may be liable in the performance of the work; or

4.13.2 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.

4.13.3 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.

4.13.4 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.

4.14 LEGAL REQUIREMENTS: It shall be the responsibility of the contractor 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 Respondent(s) will in no way be a cause for relief from responsibility. Respondent(s) doing business with the School 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.

4.15 LOBBYING: Respondents to this Bid or persons acting on their behalf are specifically requested not to contact Board of Trustees, members, staff, or Committee Members during the course of the Bid and Selection process. All procedural matters shall be directed to Nancy Ramos, Purchasing Agent. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential respondents to this ITB. Contact or communication initiated by any responding firm may result in rejection of the Bid.

4.16 MANUFACTURER'S CERTIFICATION: The Procurement Services department reserves the right to request any and all manufacture's certifications, if applicable.

4.17 MATERIAL SAFETY DATA SHEET: A Material Safety Data Sheet (MSDS) must be submitted for all hazardous materials/chemicals prior to a recommendation for award. Failure to submit the required Material Safety Data Sheet(s) with forty-eight (48) of request shall render the Bid non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.

4.18 OTHER GOVERNMENTAL AGENCIES: It is the intent of this Bid to services herein specified to Florida Virtual School to obtain bids to furnish the product(s) /entities within Florida. Other school boards and governmental agencies may purchase from this Bid if permitted by the contractor or supplier. Services are to be furnished in accordance with the Contract of said product(s) resulting from this Bid.

4.19 PATENTS AND ROYALTIES: The Respondent, without exception shall indemnify and hold harmless the School 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 Respondent 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 Bid.

4.20 PAYMENT TERMS AND CONDITIONS: Please state on the Bid 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.

4.21 PERMITS AND LICENSES: The Respondent(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the School.

4.22 POSTING OF TABULATIONS/RECOMMENDATION: ITB tabulations with recommended awards will be posted for review by interested parties. Visit <http://www.demandstar.com> or <http://www.flvs.net/areas/contactus/Pages/Procurement%20Opportunities/RFPsListing.aspx> for bid links and in the Purchasing, at 2145 Metrocenter Boulevard, Suite 200, Orlando, FL 32835 and will remain posted for a period of 72 hours. Failure to file a 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, Purchasing Division will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay and anticipated posting date and time.

4.23 PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor 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 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 vendor list.

4.23.1 The Respondent(s) certifies by submission of this ITB, 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.

4.24 PUBLIC RECORDS LAW: Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this ITB 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 ITB, 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.

4.25 PURCHASING CARD PROGRAM: FLVS has implemented a Purchasing Card Program to streamline our purchasing process.

4.25.1 By making purchases with the Visa Purchasing Card, we can more effectively control our purchasing 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.

4.25.2 We encourage your acceptance of the Visa Purchasing Card so that you may enjoy the advantages of our Purchasing Card Program. Payments made to the Awardee(s) will quite possibly be by a Visa Purchasing Card.

4.26 PURCHASE ORDER: The award of the bid shall not constitute an order. Before any shipments are made or services rendered, Proposer must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the bid form, specifications, and general instructions.

- 4.27 QUALITY:** The items Bid must be new, the latest model, of the best quality and highest grade workmanship. Items offered may be tested for compliance with Bid conditions and specifications at any time. Items delivered not conforming to Bid conditions or specifications may be rejected and returned at vendor's expense.
- 4.28 RIGHT TO USE EXISTING BIDS:** Florida Virtual School reserves the right to utilize any other contract, including but not limited to the following; any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative Bid agreements, or to directly negotiate/purchase per Florida Virtual School policy and/or State Board Rule 6A.1.102. The district also reserves the right to bid separately any item(s) and/or service(s) covered under this contract, if deemed to be in the best interest of Florida Virtual School, at any time during this contract term.
- 4.29 RESERVED RIGHTS OF THE SCHOOL:** The School reserves the right to accept or reject any or all Bids, to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all Bids. The School reserves the right to reject any and and/or all items proposed or award to multiple Respondents. Prior to Board approval the School may cancel the ITB or portions thereof, without penalty.
- 4.29.1** The School reserves the right, before awarding the contract, to require Respondent(s) to submit evidence of qualifications or any other information the School may deem necessary.
- 4.29.2** The School reserves the right to further negotiate any Bid, including price, with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, the School reserves the right to negotiate and recommend award to the next highest Respondent or subsequent Respondents until an agreement is reached.
- 4.29.3** The School, at its sole judgment, will award or reject any or all Bids as is in the best interest of the School and the decision shall be final.
- 4.30 TIE BIDS:** In the case of identical qualified bids, the following criteria shall be utilized to determine award of bid: (1) Certification under Florida Statutes as a Drug-Free Workplace; (2) In-county preference; (3) Payment discount offered; (4) Con Flip.

Section 5

5. Scope of Work and Special Conditions

- 5.1** Scope: The purpose of this Invitation To Bid (ITB) is to establish contract to provide technology equipment and services on an as needed basis as listed and described in the body of this solicitation. Orders will be issued on an as needed basis.

Bidders are to state the fixed percentage of discount that will be applied from their internet list price or catalog price on items as specified in materials to be furnished section. Discounts submitted shall include all delivery charges for FOB destination with inside delivery to Florida Virtual School or designated delivery location.

When special quantity discounts become available that are over and above the bid discounts, or when special promotions occur, the successful vendor shall notify users so that additional savings may be obtained.

No guarantee is given or implied as to the total quantity or dollar value of this bid. FLVS is not obligated to place any order with any vendor participating in this bid.

New items appearing in the awarded contractor's website or catalog after the opening date will be covered by this bid as if these items were originally included on the website or catalog submitted with the bid.

- 5.2** Discounts: Bid discounts will be accepted and considered by the following methods: (1) The bid discount per item, (2) The total bid price for all items specifications in an "ALL OR NONE" Bid, per Lot, and/or (3) Items may be grouped in an "ALL OR NONE" Bid for a particular group of items while other items are bid per item. Florida Virtual School reserves the right to award the bid on either of these three (3) bid prices.

There shall be no additional charges of any kind, other than those submitted on the bid response forms. Prices bid shall include all delivery, and shipping charges to provide the services as defined herein. Prices shall only be charged in accordance with the Bid Price Form.

If bidder wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount in the space provided on the Bid Price Form. Failure to specify will be considered no minimum dollar amount.

- 5.3** Single, Fixed Percentage Discount: The single, fixed percentage discount offered shall apply to the internet and catalog list price of all items as detailed on the Bid Price Form. Items excluded should be listed on a separate sheet of paper.

Discount offers of 0% will not be accepted. Awarded bidders may offer additional educational discounts at any time and may invoice at discount greater than that bid. Single, fixed percentage offered shall remain firm throughout the term of the contract. However, you may have yearly catalog updates with revised unit prices.

Bidders are encouraged to offer the greatest savings and best percentage rates that will apply to the vendor's catalog(s), price list(s), CD/DVD ROM(s), or website(s). When two or more bidders offer discounts from the exact same catalog, the bidder offering the best pricing will be the bidder considered for award.

Awarded bidders shall secure percentage discounts on internet and published catalog listed prices, as specified in the bid.

- 5.4** Purchases at Lower Pricing: If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to FLVS or FLVS may purchase that item for the lower price from another provider. FLVS will provide proof that the lower price is offered by another provider.
- 5.5** Delivery: Contractors shall make delivery on all purchase orders/purchasing card (p-card) directly to the school. Orders shall be delivered within thirty (30) days after receipt of purchase order/p-card unless a delivery extension has been approved by the ordering facility. All shipping containers and packing lists must be clearly marked to Florida Virtual School and attention line. All prices shall be FOB Destination freight pre-paid with inside delivery to the school or designated delivery location.

- 5.6 Warranty:** The Contractor shall fully guarantee all items furnished hereunder against defect in materials and/or workmanship. The warranty shall become effective on the date of acceptance by the School. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the School immediately upon notification. FLVS will be responsible for shipping defected material to the vendor and the vendor will be responsible for the return shipping expense.
- 5.7 Non Performance:** The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirement of this contract shall be considered a default.
- In case of contract default, the School may procure the services of products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School may suspend the Vendor from future bids and business with the School for a specified period of time.
- 5.8 Internet On-Line Catalog:** In the future, Vendor's will be required as part of this contract to provide an electronic catalog accessible through the Internet to a private FLVS catalog accessed by a password. This ordering system shall provide real time access to FLVS contract items with prices and availability and order entry via the Internet or a similar communication service.
- 5.9 Demonstration:** If requested by Florida Virtual School, the Bidder must be prepared to provide a **free** demonstration of the material.
- 5.10 Award:** Bid shall be awarded to all the most responsive and responsible bidder which meets specifications with consideration being given to the conformity to the specifications, suitability to school needs, delivery terms, qualifications, experience, and past performance. The School reserves the right to award the contract to multiple vendors which the School deems is in its best interest considering all criteria involved.
- 5.11 Pricing/Period of Contract:** Discount quote of listed item shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twelve (12) months from the date of Board of Trustees approval and any extension thereof.
- 5.12 Renewal (s) of Contract:** The contract may be renewed subject to written notice of agreement from Florida Virtual School and successful bidder, for four (4) additional twelve (12) month periods beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the Board of Trustees.
- 5.13 Term Extension(s) of Contract:** In addition to any renewal options contained herein, FLVS has the right to extend any award resulting from this Bid from the period of time necessary for FLVS to release, award and implement a replacement Bid for the goods, products and/or services provided through this Bid. Such extension shall be based upon the same prices, terms and conditions as the existing bid.
- 5.14 Other Contracts:** Florida Virtual School may solicit services from non-awarded Vendor(s) because of the following conditions: awarded Vendor(s) is unable to supply services with the time frame needed by the school or services not performed in a manner acceptable to Florida Virtual School.
- 5.15** Florida Virtual School reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as may be deemed to be in the best interest of FLVS. This right includes if the school determines that the bid amount offered for item is below a fair market value.
- 5.16 Technical Requirements:** The technical specifications are listed on the Bid Price Form. Bidder will be responsible for meeting all specifications as outlined herein. Failure to comply with these requirements may be cause for bid rejection or award cancellation.
- 5.17 Acceptable Brands/Models:** The Brands and Models specified herein have been used extensively by the district and have been determined to best suit the needs of Florida Virtual School. Therefore, no alternative or substitutes are allowed in this bid unless otherwise states on the Bid Price Form or Technical Specifications.

Section 6

6. Bid Price Form

ITB TITLE: Computer Peripherals, Supplies and Accessories ITB-2013-6995-9330-NR

The items listed below shall meet the following minimum specifications as stated herein. Please indicate the fixed discount percentage rate on each item from the catalog/internet listed below. Percentage discount off per item listed below shall include all charges for FOB freight pre-paid with inside delivery.

Product Description	Catalog Percentage Discount	Internet Percentage Discount	Warranty Period
Computer Accessories			
Battery Backup/Power/Surge			
Desktop Computers			
Data Storage/Drives/Media			
Digital Imaging-Camera Scanner			
Servers/Appliance Servers			
Keyboards/Mice/Input Devices			
Laptop/Notebook/Tablet/PDA Computers			
Sound/Multimedia Devices			
Monitors			
Office Equipment			
Printers			
Services/Warranty			
Software			
Telephony			
Memory/System Components			
Video/Cards/Projectors			
Cables and Cabling Accessories			
Books			
Repair Parts			
Televisions/Projectors and Display Screens			
Computer Diagnostic Equipment and Tools			
Balance of Internet website catalog including but not limited to the above			

The estimated quantity multiplied by the unit price shall equal the total bid price per item. Check all unit prices and extensions. In the event a calculation error is made on the Bid Price Form, the unit price bid will be used in determining the correct bid price. An error could prove to be a large financial loss to your firm.

Can you meet or exceed 30 day delivery ARO? ____ Yes ____ No If no, specify delivery ARO ____ days

Payment Discount and Terms: _____

Freight Included, FOB Destination
Delivered to: Florida Virtual School

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

NOTE: This form must be completed and returned with your Bid. An original, manual signature is required.

Section 7

7. Questionnaire

The following questionnaire shall be answered by the Bidder for use in evaluating the bid to determine the lowest responsive and responsible bidder.

1. Safety:

Have you have any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had jobsite fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered YES to either of the above questions, you MUST submit on a separate sheet the details describing the circumstances surrounding each incident.

2. Experience:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

3. License Sanctions:

List any regulatory or license sanctions. Florida Virtual School may perform a background check on Bidder with all state and regulatory agencies.

4. References

Provide three references from agencies you have provided goods or services to in the past two (2) years, at least one reference should be a public school system.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone: _____

Reference #2

Industry : _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone: _____

Appendix B

ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the proposal on the specified due date and time. The undersigned Proposer certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS OF PROPOSER:

Address _____

City, State, Zip Code _____

Telephone No. _____ Fax No. _____

SIGNATURE OF PROPOSER

If an Individual: _____

Signature

doing business as _____

If a Partnership: _____

by: _____

Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

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

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by

_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

NOTE: This form must be completed and returned with your Bid. An original, manual signature is required

Appendix C

STATEMENT OF AFFIRMATION AND INTENT

TO: FLORIDA VIRTUAL SCHOOL, PURCHASING DIVISION

ITB TITLE: COMPUTER PERIPHERALS, SUPPLIES AND ACCESSORIES ITB NUMBER: ITB-2013-6995-9330-NR

DATE: _____

The undersigned, hereinafter called the respondent, declares that the only persons, or parties interested in their Bid are those named herein, that this Bid is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of Florida Virtual School. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The respondent certifies that no Board Member, Director, or any Florida Virtual School Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Bid. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the School. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify FLVS in writing.

The respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Negotiate and that respondent's Bid is made according to the provisions of the ITB and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Negotiate.

The respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with FLVS, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to FLVS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLVS. At the School's discretion, such assignment shall be made and become effective at the time the School tenders final payment to the respondent. The Bid constitutes a firm and binding offer by the respondent to perform the services as stated.

Respondent acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

The signer of this Bid guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by Florida Virtual School or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

Signature of Authorized Firm Representative

Date

Name and Title of Authorized Firm Representative (Typed)

E-mail Address

Name of Firm (Typed)

Address, City, Zip

Telephone Number

Fax Number

Sworn to and subscribed before me this _____ day _____ of 2013.

Notary Public

Commission Expiration Date

NOTE: This form must be completed and returned with your Bid. An original, manual signature is required.

Appendix D

ANTI-COLLUSION STATEMENT

The undersigned certifies that this Bid was prepared without prior understanding, agreement, or connection with any corporation, firm or individual submitting a Bid for the same contractual service, and is in all respects fair and without collusion or fraud in order to gain an unfair advantage in the award of this Bid. Respondent acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

The signer of this Bid guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by Florida Virtual School or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

Receipts of the following Addenda are hereby acknowledged: (List all Addenda)

ADDENDUM: dated _____

ADDENDUM: dated _____

ADDENDUM: dated _____

ADDENDUM: dated _____

ADDENDUM: dated _____

Dated at _____, this _____ day of _____ 20____.

Name of Organization: _____

By: _____ Date signed: _____

Typed Name and Title: _____

(Corporations must affix seal. Failure to do so may subject Applicant to rejection.)

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Public

Commission Expiration Date

NOTE: This form must be completed and returned with your Bid. An original, manual signature is required.

Appendix G

DRUG-FREE WORKPLACE CERTIFICATION

Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Awardee(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

Signature of Authorized Firm Representative

Date

Name and Title of Authorized Firm Representative (print)

E-mail Address

Name of Firm (print)

Address, City, Zip

Telephone Number

Fax Number

NOTE: This form must be completed and returned with your Bid. An original, manual signature is required

Appendix H

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "*Agreement*") is made and entered into as of _____ by and between Florida Virtual School, a state of Florida entity, and _____ (referred to from this point as "*Company*"). Florida Virtual School (FLVS) and the Company agree as follows:

1. Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.

2. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserve the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.

10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Florida Virtual School

By: _____

Print Name: _____

Title: _____

Company _____

By: _____

Print Name: _____

Title: _____

Company/School/
District: _____

Phone Number: _____

Email: _____

NOTE: This form must be completed and returned with your Bid. An original, manual signature is required.