



PROCUREMENT SERVICES

Request for Proposal

Digital Marketing Analytics, Media Planning and Buying Services

RFP01-2203058B01-MKTSVC-XXXXXX

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

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.

Karen Stolarenko | kstolarenko@flvs.net

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	April 4, 2022	N/A
Pre-submittal Conference (Non-Mandatory Meeting)	Overview of RFP	April 12, 2022 11:00 AM EST	Public Zoom Conference
Question & Answer Deadline	Written question and answer period	April 19, 2022 no later than 2:00 PM EST	Email to FLVS Procurement Services
Bid Due Date/Time	All responses due. The names of the proposers announced.	May 17, 2022 no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	June 2, 2022 10:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Scoring (Public Zoom Conference)	June 14, 2022 10:00 AM EST	Private Zoom Invite for interview
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	June 16, 2022	N/A
Award Date Tentative Date	Date of FLVS Board Approval	September 8, 2022	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**

Digital Marketing Analytics, Media Planning and Buying Services

1. OVERVIEW

1.1. Purpose

Florida Virtual School (“FLVS”) is seeking responses from qualified proposers interested in providing **Digital Marketing Analytics, Media Planning and Media Buying Services**.

1.2. About FLVS

As an online pre-Kindergarten-12th grade solutions provider, we are committed to providing valuable resources for every student, school, and school district across the nation. We offer a variety of educational products and services to B2C and B2B audiences, including: pre-K-12 Online Schools, Training and Professional Development, Digital Curriculum (190+ Courses), Tech Solutions, and Platforms. Additional information about our organization’s two brands can be found on www.flvs.net (Florida Services) and www.flexpointeducation.com (National Services). FlexPoint Education Cloud is a trademark of Florida Virtual School and is the organization’s new national brand identity outside of the state of Florida. Formerly FLVS Global, FlexPoint has worked with schools and districts around the nation and worldwide in 65 countries and three US territories for more than 20 years.

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:** The term shall be for five (5) years with three (3) optional one-year renewals as directed by FLVS.

1.3.5 **Contract Pricing:** The MSA and SOW(s) shall be based upon the final negotiated prices. 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

Every response shall be reviewed/evaluated in terms of its conformance to the RFP specifications. FLVS shall generally follow the process outlined below. In doing so, FLVS at its will, reserves, at a minimum, the following rights:

- a. 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.
- b. 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.
- c. FLVS reserves the right, before awarding the contract, to require Proposer to submit additional evidence of qualifications or any other information FLVS may deem necessary.
- d. FLVS shall not be under any requirement to complete the evaluation or negotiations by any specific date and reserves the right to suspend or postpone the evaluation or negotiation process should the need arise due to budget constraints, time constraints or other factors as directed by FLVS.
- e. The award shall be made to the Proposer that best meets FLVS needs.
- f. FLVS reserves the right to request clarifications at any time throughout the evaluation and negotiation process.
- g. There will be no interim briefing regarding the status of a particular response until the evaluation of all responses is complete.

2.1. Proposal Evaluation Committee (PEC)

Responses shall be reviewed and evaluated by the PEC as described herein.

- 2.1.2 The PEC committee shall consist of FLVS staff members who are voting members, non-voting subject matter experts (SMEs) and at FLVS's discretion, non FLVS staff. The voting members of the PEC shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. Non-voting member(s) responsibilities include reviewing the proposals, testing in demo environments where applicable, and providing subject matter expertise.
- 2.1.2 The PEC, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on the evaluation criteria listed in the Table in Section 2.6.1.
- 2.1.3 The PEC 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.

2.1.4 The PEC reserves the right to conduct site visits of a Proposer's facilities and/or of a current project they are managing.

2.1.5 FLVS reserves the right to request login access to a test environment or other simulation of proposed solution for evaluation purposes.

2.2 Public Notices. FLVS Public notices shall be posted on Bonfire: <https://flvs.bonfirehub.com/> and Florida Virtual School Procurement Opportunities: <https://flvs.net/about/procurement-opportunities/solicitations-open>

2.3 Reply Opening

All submissions will be opened by FLVS Procurement via Zoom Conference as per the cover sheet. The list of responses received shall be made available within 48 hours following the opening as described in 2.2 Public Notices.

2.4 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 the 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. Responses which are compliant as determined solely by FLVS, are moved to the evaluation stage.

2.5 Proposal Evaluation

2.5.1 Step 1: Evaluation

Proposals will be evaluated and scored by a PEC approved by the Procurement Director. Using the evaluation criteria specified below, the PEC will evaluate and score responsive replies and, at the sole discretion of the PEC, may proceed to oral presentations with one or more respondent(s) selected.

FLVS shall evaluate each written response based on the evaluation criteria listed in Section 2.6.1, using a 0-10 rating system multiplied by the weights assigned. 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.

Step 1b: Procurement 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.

2.5.2 Step 2 (optional): Presentation and/or Interview

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 2.6.2, 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 uses fresh scores when evaluating all shortlisted proposers during the interview/presentations stage of this solicitation.
- h. Procurement Services will post an Intent to Award Notice within approximately two weeks from finalist selection

2.6 Evaluation Criteria

The responsive replies will be evaluated and ranked on a scale of 0-10 using the following criteria multiplied by the weights assigned. This meeting shall be open to the public via the zoom link provided on the cover page.

2.6.1 Proposal Evaluation Criteria Step 1

These criteria shall be used through the evaluation process as described subsequently:

Criteria No.	Step 1: Main Criteria Description	Weight
1.	Qualifications, Background and Letters of Reference	15%
2.	Case Studies and Samples of Work	20%
3.	Ability to Meet or Exceed Scope of Services	30%
4.	Cost Proposal	35%
	TOTAL	100%

The total maximum number of weighted points that can be earned in the evaluation process is 100 points.

2.6.2 Respondent Demonstration/Interview Criteria – Step 2 (Optional)

Criteria No.	Step 2: Main Criteria Description	Weight
1.	Quality of the presentation demonstrating ability to meet or exceed the requirements.	75%
2.	Additional value-added services and/or cost saving strategies	25%
	TOTAL	100%

2.7 Basis of Award

Recommended award shall be made 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 FLVS 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 altogether, 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.

Services will be authorized to begin when the Contractor receives a fully executed contract and issuance of a Purchase Order from FLVS. Once awarded, Procurement will provide notice of the award to the Contractor

3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

3.1 Compliance and Electronic 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.

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
- **All documents must reference the LEGAL name of the Proposer exactly as it appears under business registration of the state where registered/incorporated. The LEGAL name must match the FEIN or Tax ID number provided. Do not submit a proposal under a d/b/a (“doing business as”) or a fictitious business name.**
- Clearly identify each part of the submission as directed by the solicitation document
- Terms, and Conditions and/or Exceptions submitted by the Respondent which differ from those of the solicitation may be cause for disqualification of the proposal

3.1.1 Proposal Structure

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. **All proposal responses should use the below sections numbers and layout without deviation:**

- Table of contents
- Section 1 – Cover Letter and Compliance Information
- Section 2 – Qualifications, Background, References, Case Studies and Samples of Work
- Section 3 – Response to the Scope of Work Requirements
- Section 4 – Cost Proposal

Submit the following separate electronic documents clearly labeled in PDF format

- One (1) electronic full unredacted response
- One (1) redacted version (see Public Records Appendix H)
- Cost Proposal Forms – Section 6 page
- Proof of Financial Stability
- Required Forms Packet - must be submitted as part of the response completed fully and without edits

Responses not meeting the requirements herein 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 the 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 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 an Appendix L, FLVS Master Service Agreement (MSA), Statement of Work (SOW) template, and Change Order template.

- | | |
|---|--|
| 1. Response Checklist (Section 3) | 2. Compliance Information Sheet (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).

Provide sufficient evidence of financial stability, creditworthiness and status with major publishers that demonstrates the agency is capable of carrying three (3) or more million dollars of media for the FLVS account at one time.

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.

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, Background and References Instructions

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)** - Complete the Compliance Information Sheet within the forms packet Attachment 2.

3.2.2 **Experience**

Describe your company's experience with the services specified herein.

- a. Describe any strategic advantages your organization brings to the engagement with FLVS (i.e., skills and/or strengths).
- 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)
- e. Discuss any additional experience the respondent believes addresses this RFP.

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.

FLVS reserves the right to contact all references and to obtain, without limitation, information on the proposer's performance on the listed work efforts.

3.2.4 Case Studies and Samples of Work - Proven Success of Prior Experience

Proposer shall include a minimum of three (3) Case Studies demonstrating relevant prior experience and proven success delivering similar services to other clients. Case studies should clearly explain your company's experience developing national advertising and paid media campaigns, including quantifiable results and objectives achieved. Include any instances where your agency pushed a client's media practices beyond what had been done before through partnerships with publishers. Case studies shall include:

- a. Client Requirements
- b. The challenge, budget, goals, and objectives
- c. Media Plan and Schedule (client name may be redacted)
- d. Strategy developed to achieve goals and objectives
- e. Value delivered against chosen metrics
- f. How these business cases apply to FLVS

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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 Public Notices:** All public notices will be posted for review by interested parties on <https://flvs.bonfirehub.com> and <https://flvs.net/about/procurement-opportunities/solicitations-open>. Notices 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.
- 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 through Bonfire 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 submitted through Bonfire.

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**

4.11.1 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

4.11.2 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 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.

4.11.3 Any violation of any provision of this subsection by an employee of FLVS shall be grounds for disciplinary action that could include dismissal.

4.11.4 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.

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5. SCOPE OF WORK

5.1 Scope of Services: Florida Virtual School (FLVS) is soliciting proposals for a qualified Digital Marketing Analytics, Media Planning and Media Buying services provider. FLVS is seeking an agency with expertise and knowledge of business strategies and the ability to communicate, collaborate, and present strategic media solutions that support our priorities. The Respondent must have proven experience and resources to provide integrated lead generation and enrollment conversion strategies that target audiences through top-, mid-, and bottom funnel stages. Services required involve (but are not limited to): B2C and B2B campaign planning, media negotiation and buying, media placement, data analysis, evaluation of Return on Investment (ROI) of advertising, and other online and offline advertising strategies and support services deemed necessary.

The Respondent is responsible for providing the 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. 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.

Background Information

The FLVS Marketing Team strives to stay ahead of digital marketing trends to ensure we are reaching and supporting the many families, educators, and school administrators who make up the nation's 16,000+ school districts. To continue our aggressive growth goals, we are seeking a qualified agency engaged in the analytical and data-driven landscape of digital marketing and paid media who can help elevate our marketing activities and organization. Our goal is to effectively seek out the resources and support necessary to implement effective advertising strategies to be the top choice in online education for families and educators nationwide.



FLVS priorities include but are not limited to:

- Strengthen brand awareness in the state of Florida
- Increase FLVS Flex (part-time) course enrollments in the state of Florida
- Increase full-time enrollments in the state of Florida



FlexPoint priorities include but are not limited to:

- Increase brand awareness in key markets nationwide
- Increase lead generation volume nationwide
- Strengthen position as a pre-K-12 online education leader

Functional Specifications and Minimum Requirements/Specifications - Functional Requirements. 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.

The proposed solution includes:

Number	Media Planning Services	Included Yes or No	
1.	Developing strategic recommendations and media plans that support our organization’s annual B2C and B2B Integrated Marketing and Communications Plans nationwide. Utilize research and market insights to make strategic recommendations on budget allocation, market prioritization, and channel mix including:		
	a. Search Engine Marketing (SEM), Paid Social Media, Display, Video, Native and Programmatic campaign strategy, forecasting, execution, and optimization including a/b testing	<input type="checkbox"/>	Yes No
	b. Innovative channel, publisher, platform, device, and programmatic buying recommendations	<input type="checkbox"/>	Yes No
	c. Cost allocations and flight dates by advertising type by publisher.	<input type="checkbox"/>	Yes No
	d. Targeting information and key performance indicators Key Performance Indicators (KPI’s).	<input type="checkbox"/>	Yes No
	e. Media channel demographic information	<input type="checkbox"/>	Yes No
	f. National and Florida Designated Market Areas (DMA) intelligence.	<input type="checkbox"/>	Yes No
	g. Proposer has proven experience and resources to provide integrated lead generation strategy that targets audiences through top-, mid-, and bottom-funnel stages.	<input type="checkbox"/>	Yes No
	h. Proposer has relationships, expertise, and ability to aggressively negotiate cost-effective media solutions on behalf of FLVS.	<input type="checkbox"/>	Yes No

Number	Media Buying Services	Included Yes or No
2.	Executing the plan with strategic and cost-effective planning, buying, and audits. Execution includes placement, optimization, cancellations, auditing, payment to vendors, and billing including:	
	a. Purchasing social, display, native, video, mobile, and other media as necessary	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Providing the expertise and ability to aggressively negotiate cost-effective rates and secure added value in both traditional and digital media. Track all Scope of Work (SOWs) and manage deadlines	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c. Communicating publisher asset specifications to us at least 60 days prior to campaign launch	<input type="checkbox"/> Yes <input type="checkbox"/> No
	d. Collecting assets from the FLVS team and verifying assets conform to publisher specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No
	e. Tag, traffic and place all assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
	f. Optimizing media buys throughout the campaign	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number	Analytics and Reporting Services	Included Yes or No
3.	Respondent gathering, aggregating, and synthesizing data utilizing data science to provide insights and make informed decisions including:	
	a. Effectively communicating bi-weekly performance reports for all ongoing media activity, showing trends and patterns through data visualization	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Providing real-time as well as mid- and end-campaign reports of effectiveness, including but not limited to click and conversion rates, Return on Investment (ROI), KPI performance and other metrics as requested	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c. Providing campaign wrap-up reports that include KPI performance against industry and historical performance benchmarks as well as campaign learnings	<input type="checkbox"/> Yes <input type="checkbox"/> No

	d. Responding to ad-hoc report requests from the marketing team within 24 hours of receipt.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	e. Providing FLVS access to real-time reporting tools, dashboards, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	f. Providing reporting at the deepest level of detail and insight into customer intent, going beyond basic metrics such as views/engagements, click-through-rates, bounce rates, time on site, screenshots, and other similar.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	g. Possessing the required tools and resources to track users and their behavior through the decision-making process from start to finish.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	h. Utilizing an analytics dashboard capable of ingesting all digital marketing channels and platforms that can be viewed and downloaded at any given time and provide FLVS full access to the dashboard and performance data.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	i. Proposer possesses the required tools and resources to track and visualize user paths to conversion and their behavior through the decision-making process from start to finish.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	j. Proposed solution includes gathering, aggregating, and synthesizing data utilizing data science to provide insights and make informed decisions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number	Account and Project Management Services	Included Yes or No
4.	General business oversight and project management services including:	
	a. A dedicated Account Manager to serve as the central point of contact	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Proposer lead project kick-off meetings and ongoing communication efforts via face-to-face meetings, telephone, email, video conference, and/or text as needed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c. Established campaign and project deadlines, ensuring project budgets, timelines, and milestone delivery dates are met	<input type="checkbox"/> Yes <input type="checkbox"/> No
	d. Working directly with FLVS marketing team to execute campaigns	<input type="checkbox"/> Yes <input type="checkbox"/> No

	e. Attending and presenting at FLVS team and board meetings, if requested	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
	f. Proposer has the expertise and knowledge of business strategies and the ability to communicate, collaborate, and present solutions.	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
	All content delivered shall be sole property of FLVS in perpetuity free from copyright or other restrictions for future use.	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
	Communication and collaboration shall be conducted with the FLVS team via telephone, email, video conference and/or text as needed. Face to Face meetings shall require FLVS written pre-authorization.	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No

Respondent Questionnaire/Responses

Proposers must provide a **complete, detailed** response to each question listed below. Additional space may be used as needed.

RESPONDENT QUESTIONNAIRE/INFORMATIONAL RESPONSES	
Question Number	Description
1.	What are your recommended communication strategies with FLVS including but not limited to frequency, team availability and methods of communication?
	Response:
2.	What are your relationships, expertise, and ability to negotiate cost-effective media solutions on behalf of FLVS including both traditional and digital media?
	Response:
3.	What reporting dashboard platforms will you utilize if awarded? Describe or provide examples (sample screen shots).
	Response:
4.	What metrics do you use to determine the effectiveness of media buys? How do you the utilize these insights to increase customer intent of future campaigns?
	Response:
5.	What are your organization's strategic advantages/strengths related to real-time reporting and analytics?
	Response:

6.	What are your organization's strategic advantages/strengths related to data science and visualization?
	Response:
7.	What are your organization's strategic advantages/strengths related to customer segmentation?
	Response:
8.	What are your organization's strategic advantages/strengths related to industry benchmarking?
	Response:
9.	Does your Agency currently support any other clients within the educational industry? Proposer shall disclose any known conflicts and provide mitigation strategies.
	Response:
10.	What tool sets will your agency utilize to support the FLVS account for Research, Planning, Buying, Optimization, Reporting, Reconciliation, Accounting & Display, Video, Mobile, Search Engine Marketing, Native, or similar?
	Response:
11.	What is your agency's approach and ability to track and validate media and provide FLVS a high-level of assurance that all purchased media ran as directed and within media guidelines? Provide specifics on controls applicable to programmatic buying.
	Response:
12.	What other capabilities does your agency offer to address this? Provide a detailed response.
	Response:

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Respondent Methodology – Respondent shall provide a detailed response defining their overall methodology reflecting the following:

- a. Describe your plan for performing the work specified. For each of the required services identified in the scope of services, describe how your firm will accomplish each activity. Include practices, methods, and processes that determine how best to plan, develop, control, and deliver the work specified until successful completion.
- b. Discuss overall communications methodology for communicating to key target audiences/stakeholder groups such as project team members, users, and external (resident and contractor) community.
- c. Define the expectations and any workflow assumptions that you have of your clients.
- d. Describe any additional value-added services that contractor is proposing.
- e. Strategic Planning & Market Research approach, including competitive analysis and assessment of current industry advertising landscape
- f. Business Process Design approach, including standard best practices in methodology and deliverables for paid media campaigns
- g. Performance Monitoring approach, including description of marketing campaign management activities to address:
 - Oversight of advertising performance and strategic direction, both on an aggregate and tactical level
 - Campaign status reports and meetings, i.e., format, cadence to facilitate collaboration and real-time decision-making based on experience of past implementations
 - Methods to ensure consistency and quality of campaign deliverables
 - Goal setting and benchmarking for progress monitoring of campaign deliverables against original flowchart or advertising plans
 - Maintenance of campaign documentation, procedures, advertising schedule updates
 - Development and management of campaign dashboards and status reports
 - Execution of financial documents and deliverables for invoicing
 - Ongoing updates on campaign, associated advertising plans for media spend, and any issue-tracking

Staffing Plan - Proposers are required to submit a staffing plan, including a listing of all sub-contractors, if applicable, and a description of the project team roles. The submission shall incorporate the following:

- a. Project organization chart or similar showing FLVS and Proposer staff, role descriptions, and a description of the correlation between FLVS and Proposer roles.
- b. Biographies of agency leadership and key personnel including but not limited to the account manager, media buyer and others as applicable.
- c. Resource Risk Mitigation: FLVS requires mitigation plans for resources on the project in the event a resource leaves the firm prior to completion of contract.

Assumptions:

- No spec work is required
- Respondent shall be accessible during FLVS business hours of operation
- Experience within the Educational sector is desirable
- Respondent proposals shall demonstrate expertise, knowledge, experience, and available resources to satisfy all stated requirements
- Data Ownership:
 - Any 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.
- Project Implementation and Professional Services Requirements - FLVS plans to conduct on-going campaigns over the life of the agreement. Following the award, FLVS shall order services through issuance of Statement(s) of Work and FLVS Purchase Order(s) as needed. FLVS at its sole discretion may elect to issue multiple Statements of Work which may include overlapping dates for deliverables. Statements of Work shall be mutually agreed upon and subject to the terms and conditions of the Master Services Agreement (Appendix L).

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5.2 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

5.3 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

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- 6. Cost Proposal Form:** All respondents are required to complete this Section as shown. 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. Completion of the Cost Proposal form is required. 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. For applicable industry standard pricing that differs from those requested herein may be presented in “Section 6.5 Alternative Pricing”.

Provide a schedule of values for fees associated with the various services to be provided. Respondent shall include any cost containment strategies with proven success. Rates quoted shall include all travel, materials, labor, and related costs. All of Section 6.1 shall be used for evaluation purposes. Respondent to include tools, third-party software, and dashboards in their pricing at no additional cost to FLVS.

6.1 Campaign Cost Breakdown Scenario – Respondent shall provide their cost breakdown below for a marketing campaign with a budget of \$2.5 million.

This includes media spend, agency commission, and all agency fees including professional services and hours associated with campaign execution from start to finish. Please clearly differentiate the costs (Media planning, media buying, media placement, data analytics and reporting account and project management services only). This campaign excludes creative services and strategy services. **This section shall be used for evaluation purposes.** Maximum point values will be awarded to the proposer that provides maximum spend on net advertising costs (versus agency fees and commission). Include lines items for each applicable billable item.

Description of Service	Cost
	\$
	\$
	\$
	\$
	\$

For example:

Description of Service	Cost
Total Media Spend	\$2,000,000.00
Total Commission	\$ 200,000.00
Total Agency Fees (i.e. hourly rates)	\$ 300,000.00

6.2 Hourly Rates - Respondent shall provide not to exceed **all-inclusive** hourly rates for resources as indicated. Do not use “To Be Determined” or similar annotations in the cells for cost estimates. Table is scored and required. Respondents shall include all applicable position titles within their rate card. Respondent may use additional lines as needed.

Agency Hourly Rate Description	(\$) Rate/Hour
Strategic Planning	\$
Media Planning, Negotiating, Buying	\$
Analytics & Reporting	\$
Content Creation	\$
Creative Development	\$
Digital Services	\$
Production	\$
Copywriting	\$
Public Relations	\$
Account Management/Project Management	\$
Other (please describe) -	\$
Other (please describe) -	\$
Other (please describe) -	\$

6.3 Commission Rate - Respondent shall provide their maximum blended commission percentage for media services, including any structured commission discount tiers based on media spend. The value provided incorporating the \$5M tier shall be used for evaluation purposes.

Please list out all possible pricing tiers in the chart below. *For example, if a client spends under \$3M annually, the commission rate would be 15%. This would be considered Tier 1. If a client spends \$3-5M annually, the commission rate would be 14%. This would be considered Tier 2, and so on.* If pricing tiers aren't applicable, please provide the total blended commission rate in the blue box and place "N/A" in the tier boxes. Respondent may use additional lines as needed.

Commission Rates		
Media Spend Tiers	(\$) Value Thresholds	(%) Discount Rate
Tier 1		
Tier 2		
Tier 3		
Tier 4		

Other (please describe) -		
Other (please describe) -		
Other (please describe) -		

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

Proposer may include alternative pricing structure for consideration. Any proposed pricing model shall be inclusive of all costs. 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.

Detailed Description	Total
	\$

6.5 Additional Services (optional)/Services Not Currently Contemplated:

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. **The following services are not currently contemplated within the scope of services Creative, Public Relations, Communications, Web Development, Traditional Media.** Proposers may include pricing for additional services offered.

6.6 Cost Proposal General Notes:

- If any services, functions, or responsibilities not specifically described in this solicitation are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this solicitation.
- 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.

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7. GENERAL TERMS AND CONDITIONS

Master Service Agreement (Appendix L in the Required Forms Packet) is the FLVS. By submitting a response to this RFP, Proposers acknowledge and agree that they have reviewed this agreement and have no objection to it. Further, if selected by FLVS, Respondents acknowledge and agree that they will execute this agreement, 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. 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.

7.1 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 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.

7.4 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.

7.5 Purchasing Agreements with Other Government Agencies. With the consent and agreement of the awardee(s), purchases may be made under this response by 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. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

7.6 Proposers, their agents, and/or associates are subject to the provisions of the Florida Statute Chapter 286 and Sunshine Law, Florida Statute Chapter 119.

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

7.8 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.

7.9 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.

7.10 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.

7.11 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 Proposer in response to this solicitation.

7.12 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 electronically and labeled as "Confidential" with a second copy submitted and labeled as "Redacted Copy" retracting the Trade Secret information.

7.13 Financial Terms and Conditions.

7.13.1 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 agreement 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.

7.13.3 Performance Bond. **INTENTIONALLY OMITTED**

7.13.4 Liquidated Damages applied to Implementation and or customizations

Liquidated damages may apply if the Contractor fails to meet the project implementation schedule as specified within the Statement of Work. FLVS may, at its discretion, elect to assess liquidated damages in the amount of \$250.00 per calendar day until the earlier of the date that:

- a. the Contractor completes the task
- b. FLVS secures the deliverable elsewhere
- c. FLVS needs otherwise cease

- 7.14 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.
- 7.15 Federal Provisions. If FLVS is using any federal funds for payment of the services, then the awarded Contractor shall execute and deliver to FLVS the Federal Certification(s) concurrent with Contractor's execution of this Agreement and concurrent with subsequent amendments (if any) to this Agreement.
- 7.16 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/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid/proposal(s) 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.
- 7.17 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.
- 7.18 Identical Qualifying Bid/Proposals: In the event of identical qualifying bid/proposals, FLVS will execute the tie breaking procedure contained in the FLVS Board of Trustees Policy Manual.
- 7.19 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 \(ADA\)](#)

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8. DEFINITIONS

The following words shall be defined as set forth below:

“A/B Testing” Also referred to as split testing where two versions of a web page are compared to determine the better performing variation.

“Change Order (CO)” Contractual Document to request to modify a SOW.

“Contractor” means the provider of the Goods or Services under the Agreement.

“Cost Proposal Form” or **“Cost Proposal”** means the portion of the response that describes the proposed pricing.

“Intent to Award” (IAW) means a formal notice posted on FLVS.net notifying the public that FLVS has completed its evaluation process and intends to award a contract to the highest-ranking Respondent

“FLVS Core Values” Put people first, take the lead, blaze the trail, love what you do.

“FLVS Mission Statement” To deliver a high quality, technology-based education that provides the skills and knowledge students need for success.

“FLVS Master Service Agreement” or **“Agreement”** or **“Contract”** means the agreement between FLVS and the Contractor as defined by the terms of this FLVS Master Service Agreement and its incorporated documents.

“PEC” means the Proposal Evaluation Committee or Evaluation Committee

“Purchase Order” means the form or format used to make a purchase under the Agreement (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

“Proposer” or **“Respondent”** means the company, organization or contractor submitting a proposal in response to a published solicitation.

“Proposal” or **“Response”** or **“Submission”** means the submission provided in response to the ITN. May be used interchangeably throughout the document.

“Request for Proposal” or **“RFP”** is a solicitation used in negotiated acquisition to communicate government requirements to the prospective contractors and to solicit proposals.

“Services” means the services and deliverables as provided in the Master Service Agreement and as further described by the Statement of Work as required.

“Statement of Work (SOW)” means the Contractor’s Responsibilities as described in detail in the sample SOW Attached within the Required Forms Packet.

“Subject Matter Expert” (SME) means individual(s) who are considered authorities in a particular field or area of the business.

“Technical Response” or **“Technical Proposal”** means the response to the ITN excluding the Cost or Pricing Proposal Form. May be used interchangeably throughout the document.

“Top, Mid, and Bottom Funnel Stages” Term(s) used within marketing referencing the concept where a large audience is pulled into your website with potential interest. As the individuals move down the funnel, the pool becomes smaller. Interested parties remain in the funnel while disinterested ones exit the funnel.

Top Funnel – Drives brand awareness and generates leads

Mid Funnel – Where marketing and sales meet and funnel leads can be refined.

Bottom Funnel – Purchase or commitment phase of the funnel.