

PROCUREMENT SERVICES

Adam Vierbickas | avierbickas@flvs.net

Invitation to Bid Internet Service Provider(s) ITB01-2403924B01-INTSVC-XXXXXX

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 via Bonfire.

Description	Purpose/Short Description	Date & Time	Location
Issue Date	Date of ITB posting	January 23, 2024	N/A
Pre-submittal Conference (Non-Mandatory)	Key dates and high level ITB review	January 30, 2024 at 11:00 AM EST	Public Zoom Conference
Question & Answer Deadline	Written question and answer period	February 6, 2024 at 2:00 PM EST	Submitted via Bonfire Bonfire
Response Due Date/Time	All responses due. The names of the Respondents announced.	February 22, 2024 at 2:00 PM EST	Public Zoom Conference
Notice of Intent to Award	Public Notice of FLVS intentions to proceed	February 26, 2024 at 2:00 PM EST	N/A
Award Date (Tentative)	Date of FLVS Board Approval	March 12, 2024	N/A

NOTICE TO ALL INTERESTED PARTIES: FLVS is accepting responses to this solicitation via electronic submission at <https://flvs.bonfirehub.com/>. 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. Bidders are responsible for ensuring all submissions are uploaded prior to the deadline. If technical support is needed during the submission process, contact Bonfire Help Center at Support@GoBonfire.com.

Table of Contents

Section 1	Overview	3
Section 2	Bid and Evaluation Process	4
Section 3	Response Submission Format and Compliance	7
Section 4	Instructions to Bid	12
Section 5	Scope of Services	16
Section 6	Bid Price Sheet	21
Section 7	General Terms and Conditions	24
Section 8	Definitions	29

MANDATORY CERTIFICATIONS/FORMS PACKET – ITB ATTACHMENT 1

Section 3	Response Checklist	2
Section 3	Compliance Information Sheet	3
Section 7.18	Certificate of Insurance meeting ITB required coverage	4
Appendix A	Contractor’s Statement of Qualifications	5
Appendix B	Acknowledgement of Business Type	6
Appendix C	Statement of Affirmation and Intent	7
Appendix D	Mutual Non-Disclosure Agreement	8
Appendix E	Addenda Form / Dispute Resolution Clause	11
Appendix F	Public Records Act/Chapter 119 Requirements	12
Appendix G	Reference Release Form	13
Appendix H	Mandatory Certifications: Contracts Supported by Federal Funds – Regulatory Compliance	14
Appendix H	Certification Regarding Non-Discrimination	16
Appendix H	Certification Regarding Lobbying	17
Appendix H	Debarment, Suspension, and Other Responsibility Matters	18
Appendix H	Drug-Free Workplace Certification	19
Appendix H	Non-Collusion Affidavit	20
Appendix I	E-Verify Certification Form, Foreign Country of Concern Attestation, Vendor Application and W-9 Form	21
Appendix J	Master Service Agreement, Statement of Work, and Change Order	31



INVITATION TO BID
ITB01-24003924B01-INTSVC-XXXXXX
Internet Service Provider(s)

1. OVERVIEW

1.1. Purpose

- 1.2.** Florida Virtual School (“FLVS”) is seeking bids from qualified bidders to provide Internet Service for the Department of Juvenile Justice education program, Florida Scholars Academy, in residential facilities throughout the State of Florida 34 locations.

About FLVS

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

1.3 Contract Scope, Structure, Terms, and Pricing

1.3.1 Contract Services, Structure, Term, Sequence and Pricing: FLVS shall enter into a “single contract” with a “single prime Bidder”, or multiple Bidders as deemed to be in FLVS’s best interest for all services as described under this ITB. It is the responsibility of the Bidder to partner as necessary and assemble the team, skills, assets and other qualifications to meet all requirements in the ITB. The selected Bidder 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 ITB.

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 two (2) 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 bid price sheet. Alternate price structures may be submitted in addition to the pricing requested. FLVS reserves the right to reject bids that do not comply with the information requested on the bid price sheet.

2. BID AND EVALUATION PROCESS

2.1 **Bid and Evaluation Process.** FLVS will not be under any requirement to award by any specific date and reserves the right to suspend or postpone the award should the need arise due to budget constraints, time constraints or other factors as directed by the Board. However, it is anticipated that the review process will be completed in a timely manner. Procurement Services will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined. Respondents are responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.

2.1.1 **Bid Opening.** Bid submittals shall be received by the due date and time, all will be publicly opened by the Procurement Official. Only the names of the bidders and pricing shall be announced.

2.1.2 **Bid Tabulation and Results.** Bid tabulations will be posted on the procurement website for review by interested parties once notice of intended decision has been determined or 30 days after bid opening, whichever is earlier. You can view and download the tabulation at Bonfire.com (<https://flvs.bonfirehub.com/opportunities>) and FLVS.net (<https://www.flvs.net/about/procurement>).

2.1.3 **Initial Review of Bids.** Bidders shall submit the solicitation package as outlined in Section 3, Compliance and Electronic Response Submission. Procurement will then review for completeness. A preliminary evaluation by 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 ITB. FLVS reserves the right to waive minor irregularities. 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 or taken into consideration during the evaluation. Bidder response compliance shall be solely determined by FLVS.

2.1.4 **Evaluation of Bids.** After the initial screening by procurement, all bids will be sent to the responsible end-user. They will evaluate the bids to make sure they are compliant with the requirements of FLVS. Bids deemed to be responsive and responsible will be awarded based on “lowest price.”

2.1.5 **Bid Tabulation and Results.** Bid tabulations will be posted on Bonfire.com (<https://flvs.bonfirehub.com/opportunities>) and FLVS.net (<https://www.flvs.net/about/procurement>) websites for review by interested parties once the notice of an intended decision is posted or thirty (30) days after opening the bid.

2.2 **Basis of Award.** Recommended award shall be made on the basis of the lowest, responsive and responsible bid which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to FLVS needs, delivery terms, and qualifications. FLVS reserves the right to award to multiple bidders. Following the posting of the intent to award a recommendation for contract award will be submitted to FLVS Board of Trustees for approval (if total value is \$300,000 or more) or Procurement Director for approval (if total value is under \$300,000). The award shall be made to the lowest priced

responsive responsible bidder(s). Every response shall be reviewed and evaluated in terms of its conformance to the ITB specifications. FLVS shall generally follow the above shown process; in doing so, FLVS at its will, reserves, at a minimum, the following rights:

- a. Acceptance/Rejection/Cancellation shall be at the sole discretion of the FLVS Procurement Director, or authorized designee. FLVS reserves the right to waive any irregularities and technicalities and may, at its discretion re-bid. 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 ITB 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 Respondent is awarded the contract, such a waiver shall in no way modify the requirements stated in this ITB or excuse the Respondent from full compliance with the specifications stated in this ITB or resulting contract;
- c. FLVS reserves the right, before awarding the contract, to require bidder to submit additional clarifications deemed necessary;
- d. FLVS, at its sole judgment, will award or reject any or all responses as is in the best interest of FLVS and the decision shall be final.
- e. Unbalanced Bids. FLVS, at its sole discretion may reject any Bid that is unbalanced if it is within the best interest of FLVS to do so. A bid shall be considered unbalanced when, when in the opinion of the Procurement Director, the bidder allocates a disproportionate share of costs to the price of one or more Bid items and reduces the cost to the price of another Bid item or items, and if there is a reasonable possibility that the Bid will not result in the lowest cost to FLVS.
- f. Bid shall constitute an irrevocable offer by the Bidder to provide the goods and/or services required by the Bid Documents, for a period of one hundred eighty (180) days from the Bid opening date or until the date of award, whichever is earlier. If a Bidder refuses to honor their bid prices as submitted, FLVS reserves the right to debar their company from submitting any future bids to FLVS for a period of two (2) years.
- g. In the event that an award is not made by FLVS within one hundred eighty (180) days from the Bid opening date, the Bidder may at its option, withdraw such Bid or provide FLVS with a written request for extension of its Bid, which approval for such extension, shall be at the sole and exclusive discretion of FLVS.
- h. FLVS reserves the right but not the obligation, to reject the Bid of any Contractor based on failure to achieve satisfactory time and performance standards on contracts of a similar nature, or of Contractors who are insolvent or otherwise judged by FLVS, as incapable of performing the work required by the contract.
- i. FLVS reserves the right within (7) seven days written notification to the Contractor, to inspect the Contractor's facilities to verify in order to make a determination as to the foregoing.

FLVS reserves the right to negotiate price and contract terms and conditions with the lowest priced bidder 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

2.3 Determining Responsibility. In determining bidder responsibility, the following supplementary qualifications, in addition to price, may be considered by FLVS Procurement and documented in the file:

- a. The ability, capacity and skill of the bidder to perform the service(s) required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services, quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears on a debt or contract or is a defaulter on surety to FLVS, or whether the bidder's taxes or assessments are delinquent.
- i. Such other information as may be relevant or secured.

[SPACE INTENTIONALLY LEFT BLANK]

3. RESPONSE SUBMISSION FORMAT AND COMPLIANCE (INFORMATION THAT MUST BE SUBMITTED)

3.1 Compliance and Electronic Response Submission

Bids 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. Bids received after this time will not be considered. Bids shall not be modified after the ITB closing date and time.

As a reminder, no late submissions can be accepted. Bidder 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 Bidder exactly as it appears under business registration of state where registered/incorporated. The LEGAL name must match the FEIN or Tax ID number provided. Do not submit a bid 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 bid.

3.1.1 Response Structure

In order to maintain comparability and consistency in the review and tabulation of responses, all bids 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 ITB to which they pertain. **All bid 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 and Case Studies
- Section 3 – Response to the Scope of Work Requirements
- Section 4 – Bid Pricing Sheet

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 F)
- Bid Pricing Sheet – Section 6
- Proof of Financial Stability

- Required Forms Packet - must be submitted as part of the response completed fully and without edits

Bids 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 Bid Response Section 1 - Cover Letter and Compliance Information

Provide a cover letter indicating your company's understanding of the requirements/scope of this ITB. The letter must be a brief formal letter from the Bidder that provides information regarding the company's interest in and ability to perform the requirements of this ITB. 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 Bidder. The Bidder hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto. Cover letter shall be signed by authorized principal party.

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

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

3.1.4 Mandatory Certifications/Forms Packet

Responses must include all Mandatory Certifications/Forms (provided in Solicitation Attachment 1 – "Mandatory Certifications/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 "Mandatory Certifications/Forms Packet" also contains an Appendix J, FLVS Master Service Agreement (MSA), Statement of Work (SOW) template, and Change Order template.

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Response Checklist (Section 3) 3. Certificate(s) of Insurance (Section 7.18) 5. Acknowledgement of Business Type (Appendix B) | <ol style="list-style-type: none"> 2. Compliance Information Sheet (Section 3) 4. Contractor's Statement of Qualifications (Appendix A) 6. Statement of Affirmation and Intent (Appendix C) |
|--|--|

- | | |
|---|--|
| 7. Mutual Non-Disclosure Agreement (Appendix D) | 8. Addenda Form / Dispute Resolution Clause (Appendix E) |
| 9. Public Records Act / Chapter 119 Requirements (Appendix F) | 10. Reference Release Form (Appendix G) |

11. Mandatory Certifications (Contracts Supported by Federal Funds) (Appendix H) including:

- Regulatory Compliance
- Certifications Regarding Non-Discrimination
- Certifications Regarding Lobbying
- Debarment, Suspension & Other Responsibility Matters
- Drug-Free Workplace
- Non-Collusion Affidavit

- | | |
|--|---|
| 12. E-Verify Certification Form, Foreign Country of Concern Attestation Vendor Application and W-9 Form (Appendix I) | 13. Master Service Agreement (Appendix J) |
|--|---|

3.1.5 **Financial Stability**

Financial stability means, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess, and manage financial risks, and maintain financial soundness through the term of the Agreement. The criteria established by FLVS shall be reasonably related to the value of the contract. Bidder/Proposer shall demonstrate financial stability by providing one of the following:

1. For bidder/proposer with annual revenues below \$1billion
 - Audited financial statements that demonstrate their satisfaction of financial stability criteria. or;
 - Documentation of an investment grade rating from a credit reporting agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
2. In addition to the above two options, bidders/proposers with annual revenues exceeding \$1billion can provide a letter containing a written declaration, pursuant to s. 92.525, issued by the chief financial officer or controller attesting that the supplier is financially stable and meets the definition of financial stability

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 current, supported and patched Bidder provided network hardware to minimize vulnerabilities
- Disclose any, third party tools or similar that will be included in your proposed solution.

The following includes FLVS minimum Technology and IT Security Requirements. Bidders shall meet or exceed all the following applicable to the Scope of Services specified herein.

Access Controls.

- Bidder maintains security on their hardware with limited access and including regular access reviews.

Audit and Accountability

- Provides an ability to audit and download the following types of events:
 - Actions taken by user with administrative access
 - Failed access attempts
 - When identification and authorization mechanisms are used

Audit Logs (to be provided upon request).

Configuration Management. Bidder shall test and validate changes before deployment to the production environment.

Contingency Planning. Provides ability to:

- Reroute traffic and data to an alternate site in the event of an area-wide disruption or disaster

Maintenance. Bidder solution notifications are sent a minimum of seven (7) days prior to scheduled maintenance and will minimally include:

- Date, time, and duration of maintenance
- Description of maintenance

System & Communication Security for Bidder provided equipment.

Provides ability to:

- Configure protocols to use secure configurations and disable insecure versions and options

3.2 Bid Response Section 2 – Background and References Instructions

Summarize the qualifications as defined within Section 5 Scope of Services to include project team and 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 **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. Bidders are required to sign the Authorization for (Appendix G) 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.

3.2.3 **Case Studies and Samples of Work** - Proven Success of Prior Experience

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

- a. Describe the client requirements, challenge, budget, goals, and objectives.
- b. Strategies developed to achieve goals and objectives.
- c. Explain in detail what the outcome was and what value your services realized for the client against chosen metrics.

[Space Intentionally Left Blank]

4. INSTRUCTIONS TO BID

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 ITB) beginning with the advertisement for the same and ending with the approval for award.

Upon the issuance of this ITB, all contact with FLVS must be made through the Procurement Representative named on the first page. The Respondent 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 ITB or otherwise discuss the contents of the ITB with the Respondent or its Representatives. Any contacts made with other employees and representatives of FLVS will be reported and forwarded to Procurement. Respondent shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any Officer or Employee of FLVS regarding this competitive procurement.

4.2 Bidder 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 Bid 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 ITB. 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 ITB will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Respondents 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.

4.3.1 Redacted Submissions

If Respondent 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, Respondent 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 Respondent’s name on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent 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 Respondent such an assertion has been made. It is the

Respondent'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 Respondent in a legal proceeding, FLVS shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent 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 Respondent agrees to protect, defend, and indemnify FLVS for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent 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 and/or Tabulations/Recommendation. All public notices and ITB tabulations with recommended awards will be posted for review by interested parties on <https://flvs.bonfirehub.com> and <https://www.flvs.net/about/procurement>. Results will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay and anticipated posting date and time.

4.5 Bid Protests. Any person who believes they are adversely affected by any specification in this Bid or 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 Notice of Intent to 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 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.6 Written Clarifications. Any Bidder in doubt as to the true meaning of any part of this ITB or related documents may submit a written request for clarification through Bonfire no later than the question and answer deadline specified on the cover page of this document. Any interpretation to a Bidder 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://www.flvs.net/about/procurement>)

4.6.1 Prior to submitting the response, it shall be the sole responsibility of each Respondent 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 submitted 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. Respondents 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.

4.8 All responses must be prepared and submitted in accordance with the instructions provided in this ITB. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the ITB. A responsive response is one that follows the requirements of the ITB, 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 Bidder's responsibility to submit the electronic response to the drop box on time. Bidder 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, Bidder 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 purchase for personal use through the school or the school district. Nothing contained herein shall be deemed to prohibit an employee from participating in any activity or purchasing program that is publicly offered to all employees of the district.

- 4.11.3 Any violation of any provision of this subsection by an employee of the district 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.

[SPACE INTENTIONALLY LEFT BLANK]

5. SCOPE OF SERVICES

Florida Virtual School (FLVS) is seeking bids from qualified bidders interested in providing reliable, high-speed Internet Services and Support for the Florida Scholars Academy (FSA), a Florida school district dedicated to educating youth in the Florida Department of Juvenile Justice's residential program. Currently there are thirty-four (34) Department of Juvenile Justice residential locations throughout the State of Florida. The number of locations is subject to change. Any new facilities opened during the term of the awarded contract(s), may be added under the same terms and conditions. FLVS is seeking one or multiple service providers with the ability to support Internet Access Connectivity to the list of locations provided below. FLVS requires all services to be implemented no later **June 1, 2024**, however FLVS reserves the right to delay implementation(s) as determined by opening/reopening dates of a facility location(s). Awarded bidder(s) shall be responsible for installation of all infrastructure and equipment to deliver the services as required.

The awarded service provider(s) is responsible for complying with each residential management company's requirements to perform the work on site, including any searches, tool inventory, identification and sign-in processes. FLVS will not cover any cost associated with any facility requirements. The awardee will need to provide a certificate of insurance COI for each location.

Locations: The following is the list of facility locations (provided by region) including the minimum bandwidth requirements for each site. Bidders shall complete the Bid Pricing Sheet in Bonfire to reflect each location for which a bid is submitted.

Region	Facility Name	Address	Minimum Mbps per location
1	Escambia Boys Base	Pensacola Naval Air Station, Building 3780, Pensacola, FL 32511	400
1	Crestview Youth Academy	4449 Straightline Road, Crestview, FL 32539	696
1	Okaloosa Youth & Sexual Offender Programs*	4455 Straightline Road, Crestview, FL 32539	1060
2	Walton Academy for Growth and Change	286 Gene Hurley Road, DeFuniak Springs, FL 32433	600
2	DOVE Academy	5270 Ezell Road, Graceville, FL 32440	600
3	Oak Grove Academy	11180 N.E. 38th Street, Jasper, FL 32052	550
3	JoAnn Bridges Academy	950 SW Greenville Hills Road, Greenville, FL 32331	400
3	Juvenile Unit for Specialized Treatment (JUST) and Twin Oaks Academy (TOVA) II*	29841 Liberty Wilderness Camp Road, Sumatra, FL 32335	650
4	Redwood Youth Academy	14692 County Road 199, Raiford, FL 32083	350
4	Jacksonville Youth Academy	4501 Lannie Road, Jacksonville, FL 32218	350
4	Duval Academy	7500 Ricker Road, Jacksonville, FL 32244	400
5	St. Augustine Youth Academy	4500 Avenue D, St. Augustine, FL 32085	864

5	Daytona Juvenile Residential Facility	1386 Indian Lake Rd, Daytona Beach, FL 32124	500
5	Deep Creek Youth Academy	765 East St. Johns Avenue, St. Johns, FL 32145	2300
6	Alachua Academy	3430 NE 39th Avenue, Gainesville, FL 32609	400
6	Cypress Creek Treatment Center	2855 W. Woodland Ridge Drive, Lecanto, FL 34461	1200
6	Center for Success and Independence - Ocala	4055 Northwest 105th Street, Ocala, FL 34482	864
6	Marion Youth Academy	10420 NW Gainesville Road, Ocala, FL 34482	650
7	Orlando Intensive and Orange Youth Academies*	3150 39th Street, Orlando, FL 32839	770
7	Polk Halfway House	2145 Bob Phillips Road, Bartow, FL 33830	350
7	Kissimmee Youth Academy	2330 New Beginnings Road, Kissimmee, FL 34744	1200
8	Wimauma Academy	4626 Saffold Road, Wimauma, FL 33598	450
8	Les Peters Academy	3930 W. Martin Luther King Blvd., Tampa, FL 33614	350
8	Columbus Youth Academy	9502 Columbus Drive, Tampa, FL 33619	700
8	Hillsborough Girls Academy	9506 Columbus Drive, Tampa, FL 33619	300
8	Lake Academy	9504 E. Columbus Drive, Tampa, FL 33619	600
8	Tampa Residential Facility	9508 E. Columbus Drive, Tampa, FL 33619	864
8	Charles Britt Academy	3001 26th Avenue, St. Petersburg, FL 33712	400
9	Palm Beach Youth Academy	9680 Fairgrounds Road, Palm Beach, FL 33411	1000
9	Fort Myers Academy	2515 Ortiz Avenue, Ft. Myers, FL 33905	400
9	Everglades Youth Academy	5050 NE 168th Street, Okeechobee, FL 34972	1200
10	Broward Youth Treatment Center	8301 South Palm Drive, Building 2, Pembroke Pines, FL 33025	550
10	South Florida Youth Academy	3300 NW 27th Avenue, 35th Street Entrance, Miami, FL 33142	450
10	Miami Youth Academy	10855 SW 84th Street, Miami, FL 33173	400

***Two programs at one address/facility**

5.1 Minimum Technical Requirements

A response of “Yes” indicates the bidders ability to meet or exceed the requirement and that it is included in the Bid Pricing. Bidders may use the “Comments” section to provide any necessary supporting details or clarifications.

#	Description of General Requirement	Included YES or NO
1.	Installation of the bidder provided modems at each location bid.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Comments:	
General Services, Standards and Conditions		
2.	a. The internet service provider (ISP) shall provide internet service to the location(s) above at the minimum Mbps for each location as listed in the bid pricing sheet in Bonfire.	a. <input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Following implementation, no routing structure shall be changed unless approved by FLVS PM in writing.	b. <input type="checkbox"/> Yes <input type="checkbox"/> No
	c. Bid includes option for growth including, but not limited to, increases in bandwidth as determined necessary by FLVS	c. <input type="checkbox"/> Yes <input type="checkbox"/> No
	d. Bidder warranties all provided equipment at no cost to FLVS for the life of the contract.	d. <input type="checkbox"/> Yes <input type="checkbox"/> No
	e. Bidder guarantees ability to provide “last mile” and can deliver and install all necessary cabling and equipment that may require prior approval of facility manager.	e. <input type="checkbox"/> Yes <input type="checkbox"/> No
	f. Bidder shall meet or exceed the June 1, 2024 implementation due date and shall adhere with the agreed upon implementation schedule. Installation activity must be confirmed with FLVS Project Manager prior to delivery.	f. <input type="checkbox"/> Yes <input type="checkbox"/> No
	Comments:	
3.	SLAs	
	a. Bid includes a Service Level Agreement (SLA) for network availability of at least 99.99% or greater availability.	a. <input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Bidder shall provide comprehensive SLAs including credit schedule for failure(s) to meet the SLAs aligning with industry standards.	b. <input type="checkbox"/> Yes <input type="checkbox"/> No
	c. The connection availability shall be determined by being able to make a roundtrip from CPE to the site and back to the CPE.	c. <input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:		
4.	IP Addresses and DNS Service Bidder shall provide reliable Forwarding and Secondary DNS.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Comments:	
5.	Technical support – All Locations included in Bid response	

	<p>a. Bid includes providing technical support to FLVS for technical issues, concerns and queries 24/7/365 days per year, inclusive of holidays. Provide a single point of contact for customer support. Provide 24/7/365 monitoring facility available online that would show historical and real-time performance of the Internet service i.e. Multi Router Traffic Graph (MRTG).</p> <p>b. Support shall include but is not limited to troubleshooting, access to online knowledge base, and/or customer support</p> <p>c. Support shall commence upon contract date and continue for life of contract or duration of warranty (whichever is greater)</p> <p>d. All scheduled down time maintenance must occur outside of school hours. Standard school hours are between 8:00 AM EST through 5:00 PM EST Monday through Friday.</p> <p>e. Bidder maintains back-up of configurations for hardware at each location.</p>	<p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Comments:			
6.	<p>Problem Reporting / Reports</p> <p>a. Bidder reports problems, issues and/or concerns when detected. FLVS shall work with bidder to resolve issues in a timely manner.</p> <p>b. The ISP must provide an automated notification of outages via email or text message.</p> <p>c. Monthly report on trouble tickets must be provided or monthly access/usage report to attest compliance to the of FLVS.</p> <p>d. Bidder must provide Usage Report upon request</p>	<p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Comments:			
7.	<p>Service Response Time (excluding natural disasters/state of emergency events)</p> <p>a. Bidders provides immediate response (within 1 hour) in the event of service outage.</p> <p>b. Bidder provides onsite support when needed within 24 hours of reported incident.</p>	<p>a.</p> <p>b.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Comments:			
8.	<p>Testing and Integration</p> <p>a. In accordance with schedule Bidder shall ensure successful configuration, testing, integration, and full implementation</p> <p>b. Ongoing services (including but not limited to analysis, reporting, the system interface files, and dispute resolution), support and maintenance</p>	<p>a.</p> <p>b.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

	<p>c. Provide testing with documentation to meeting or exceeding specifications – end-to-end</p> <p>d. Work shall take place outside the normal school hours of 8:00 AM EST to 5:00 PM EST Monday to Friday.</p> <p>e. Upon completion of any repair, replacement or installation activity, the bidder provides an examination and validate proof of the completion with a successful test launch for services subject to the acceptance of FLVS</p>	<p>c.</p> <p>d.</p> <p>e.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Comments:			
9.	<p>Security</p> <p>FLVS has provided Cybersecurity Compliance Requirements above in Section 3.1.6. Bidder agrees to meet or exceed requirements as stated.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
Comments:			
10.	<p>Preliminary Implementation Plan to be provided by the awarded Bidder(s) shall include implementation plans based upon the information provided within the bid package demonstrating ability to meet the June 1, 2024 deadline.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
Comments:			

Assumptions

- Bidder has resources to support the timeline and final due date for delivery of all services for the locations included within the submitted bid.
- FLVS will review and consider the awarded bidders' standard terms and conditions for contracting purposes.

6. BID PRICE SHEET

6.1 Bidders shall complete the bid price sheet as provided in Bonfire. Pricing shall be inclusive of all Services as defined within the Scope of Services. FLVS reserves the right to further negotiate the proposed fees.

Bidder shall provide their best rates as indicated. FLVS is a tax-exempt entity, pricing shall not include any sales tax. All other charges, (i.e. packaging, handling, shipping) must be included in the bid. No charges will be allowed unless specified in the bid. Rates provided shall serve as the not to exceed fixed fees for the life of the Agreement if awarded.

Bid Tabulation Process for Award(s):

FLVS is seeking to award with a single bidder for all locations. If multiple bids are received for all listed locations then the intent to award shall be with the lowest cost bid with the ability to provide services to all listed locations.

If no single bid is received for all listed locations or it is fiscally advantageous for FLVS to award by region, FLVS reserves the right to award to the lowest cumulative cost bid(s) by region as specified in Section 5.

If all locations listed are not covered by regional bids, FLVS shall award by location to the lowest cost bid(s) by line item.

FLVS reserves the right to award by line item for all locations in the event that this is the most cost-effective solution.

6.2 Bid Pricing Sheet Form Part B P-Card Acceptance

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

Yes No

6.3 Alternative Pricing: May be provided in Addition to Fixed Price above (not as a replacement to the above). Include any volume discounts being offered. This section shall NOT factor into the evaluation.

Detailed Description	Total
	\$

6.4 Additional Services (optional)

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

6.5 Pricing Sheet General Notes:

- Any Bids containing modifying or escalator clauses will not be considered unless specifically requested by FLVS in the Bid documents.
- If catalogue item pricing decreases, respondent shall honor lower pricing with FLVS
- FLVS reserves the right to renegotiate line-item pricing for any bulk orders
- Prices provided are inclusive of support
- In the event of extension error(s) involving unit pricing, the unit price shall prevail, and the Bidder's total offer will be corrected accordingly. In the event of multiple unit price errors, the corrected extended totals will prevail. Bidders shall be solely responsible for assuring the accuracy of their bids. Bid line items containing erasures or corrections must be initialed for each such erasure or correction, in ink by an individual having authority to bind documents on behalf of the Bidder.
- Extended price shall be computed as Estimated Total Quantity multiplied by Proposed Unit Cost
- FLVS payment term shall be Net 45 days as per Chapter §218.73. Bidders additional payment discount (i.e. 2% /10 days).
- FLVS reserves the right to increase or decrease estimated quantities specified herein, or to procure like goods and services from an alternate source at the sole and exclusive discretion of FLVS. By submission of its Bid, the Contractor accepts that the quantities provided by FLVS herein, are estimated quantities that may or may not fluctuate according to the needs of FLVS. FLVS shall not be obligated to purchase any minimum or maximum amount of goods and/or services under the terms of the Contract.
- FLVS reserves the right to make award(s) by lots, individual item, group of items, all or none or a combination therefore, to reject any and/or all Bids or to waive any minor irregularity or technicality. Responders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- **Warranty of Deliverables.** In the event defects of deliverables are identified within 12 months from the date of acceptance, Contractor shall execute corrections or provide replacements within 7 business from notification at no additional cost.
- **F.O.B. Point.** The F.O.B. point shall be delivered to the location(s) specified herein.
- **Federal, State, and Use Tax.** FLVS is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transmissions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). Contractors doing business with FLVS shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with FLVS nor shall any Contractor be authorized to use the FLVS Tax Exemption Number in securing such materials.

7. GENERAL TERMS AND CONDITIONS

Master Service Agreement (Appendix J in the Required Forms Packet) is the FLVS standard terms and conditions. By submitting a response to this ITB, Bidders 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 ITB and the related responses of the selected Bidder(s) will constitute the basis of the formal contract between the Bidder(s) and FLVS. No modification of this ITB, 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 ITB; postpone or cancel, at any time this ITB process; or waive any irregularities in this ITB, or in the responses received as a result of this ITB. FLVS also reserves the right to request clarification of information from any Bidder.

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

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 ITB. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this ITB, FLVS shall immediately notify awardee(s) of such occurrence and this ITB 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.

The Agreement may be assigned, transferred or conveyed in whole or in part by FLVS without the prior written consent of Contractor to another governmental agency in the event the Agreement between FLVS and the Department of Juvenile Justice terminates or expires.

7.4 The awards made pursuant to this ITB are subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose, with their response, the name of any officer, director, or agent who is also an employee of FLVS. Further, all Bidders must disclose the name of any FLVS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Bidder 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 ITB 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 Bidders, 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 Bidder fail to enter into a contract with FLVS, on the basis of the submitted response by said Bidder, the Bidder acknowledges that Bidder 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 Bidder, 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 Bidder 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 Bidder 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 OMMITTED**

The successful Contractor shall provide a 100% performance bond within ten calendar days of award. The bond shall be issued by a company licensed to do business in the

state of Florida, with offices in Florida and with a four-star rating or higher. In lieu of the 100% performance bond, FLVS may elect the following: In the event of a significant problem in system performance prior to final acceptance that affects the day-to-day system operational effectiveness or delivery of function to the agreed upon schedule, FLVS will document the issue to Contractor. Contractor will have 30 days to deliver a fix. If the fix is unacceptable, FLVS will have the right to demand some financial contingency. This could take the form of an escrow amount or a performance bond. If a performance bond is requested, the amount will be based on 100% of value of the remaining work or as determined by FLVS. Contractor shall provide this performance bond within 10 calendar days of request by FLVS. Contractor will pay for all bonds.

- 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 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.
- 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 \(ADA\)](#)

- 7.20 **Standard of Quality.** It is understood and agreed that all items offered or shipped as a result of an award of this bid shall be new (current model at the time of this bid). In addition, all prices quoted by Bidders shall be for new merchandise and materials that will be incorporated into the work.
- 7.21 **Brand Name or Equivalents**
- a. Unless otherwise stated, any specific reference in the Bid documents to a particular manufacturer's brand name, trade name or catalog number is not intended to be restrictive and should not be construed to mean that an "or equal" product will not be considered. Reference to a specific manufacturer or item is furnished to Bidders as a reference in which to designate the type or quality of materials or methods that will be acceptable to FLVS.
 - b. Consideration of equivalent product or material submittals will be considered by FLVS, provided that such brand or equivalent material submittals are specifically identified and included at the time of Bid submittal. All such submittals shall include sufficient data, documentation and descriptive literature to adequately evaluate and determine the quality and suitability of such items or methodology for incorporation into the work.
 - c. Bids that do not properly identify equivalent product, materials or methods at the time Bids are submitted and as stated above, may at the discretion of the Director of Procurement, result in the disqualification of the Bid.
 - d. The determination as to whether any alternate product or service is or is not equivalent shall be made solely by FLVS, and such determination shall be final and binding upon all Bidders, regardless of origin for such request. FLVS reserves the right to request and review additional information as it deems necessary, to adequately assess equivalent submittals.
 - e. The acceptance or rejection of an alternate submittal shall not necessarily indicate that a contract award will be forthcoming to the affected Bidder, regardless of whether such acceptance of an alternate results in the Bidders quote being the lowest Bid. FLVS through its Evaluation Process will make an award, if any, based on its appraisal of the Bid that is most advantageous to FLVS.
- 7.22 **Silence of Specifications.** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 7.23 **Licenses and Permits.** Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to FLVS, any and all licenses and permits required to complete the contractual service. Licenses and permits shall be readily available for review by the Director of Procurement or authorized designee.
- 7.24 **Delivery/Service**
- a. Product/materials deliveries pursuant to the Bid shall be made during the normal working hours of FLVS. Time is of the essence and all Bidders shall as a portion of their

Bid, submit a schedule indicating major milestone-completion and critical-material-delivery dates (if applicable).

b. Should the Awarded Contractor fail to provide the required goods or services or fail to deliver critical materials on or before the specified dates, FLVS reserves the right, but not the obligation, to terminate the Contract.

c. The Contractor shall be responsible for submitting all claims against carriers for missing or damage items. Partial shipments will not be accepted unless otherwise agreed upon.

d. Shipment(s) shall be palletized, as required by FLVS.

[SPACE INTENTIONALLY LEFT BLANK]

8. DEFINITIONS

Addendum – Written or graphic instruments issued prior to the date for opening of bids, which modify or interpret the solicitation documents by additions, deletions, corrections or clarifications.

ARO - After receipt of order.

Extension - A one-time (not to exceed 12 months) increase in the time allowed for the contract period in lieu of or after all renewals are exhausted.

FLVS Designated Ship to Location – Locations may include FLVS office(s), address of faculty, staff, student or other as identified by FLVS in support of standard business practices.

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

Fulfillment – The time between receiving a purchase order and shipping the product.

Invitation to Bid (ITB) – A written solicitation for competitive bids, advertised to the general-public with a defined opening date. Specifications are clearly defined to the point that any interested company will be able to submit a bid for the exact item/service needed. This solicitation is generally required for acquisitions exceeding the established bid limit. Award shall be made on the basis of the lowest, responsive and responsible Respondent which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to FLVS needs, delivery terms, and qualifications meeting the specifications and requirements.

Minor Irregularities – Irregularities that have no adverse effect on FLVS's interest will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Bid.

Renewal - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew

Respondent – For the purpose of this solicitation, any person, respondent, corporation or agency submitting a response to the Invitation to Bid or their duly authorized representative. The word Respondent, Bidder, Payee, Vendor, Contractor, and Offeror may be used interchangeably within the Invitation to Bid.

Response – The entirety of the Respondent's submitted bid response to the ITB, including any and all supplemental information submitted.

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

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



Sole Point of Contact - The Procurement Services Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent - The firms or individual who is the recommended recipient of the award of a contract under this Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.