

PROCUREMENT SERVICES

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Request for Proposal

Insurance including: Group Term Life, Accidental Death & Dismemberment, Short-Term and Long-Term Disability RFP01-2504720B01-DISLIF-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 via Bonfire.

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	November 14, 2025	N/A
Question & Answer Deadline	Written question and answer period	November 25, 2025 no later than 2:00 PM EST	Submit via Bonfire
Bid Due Date/Time	All responses due. The names of the respondents announced.	December 15, 2025 no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	January 13, 2026 10:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Scoring (Public Meeting)	January 21, 2026 10:00 AM EST	Private Zoom Invite for interview
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	January 22, 2026	N/A
Award Date Tentative Date*	Date of FLVS Board Approval	March 10, 2026	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. 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.

*Updates to the Board schedule can be viewed at https://go.boarddocs.com/fla/flvs/Board.nsf/Public



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ADDITIONAL ATTACHMENTS

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Attachment 1	Employee and Retiree Census	Informational
Attachment 2	Self Bill Summary	Informational
Attachment 3	Life and Disability Deviations Form	Must be completed and returned
Attachment 4	Cost Proposal	Must be completed and returned
Attachment 5	Claims Experience Basic Life and Accidental Death and Dismemberment (AD&D) including Waiver Report	Informational
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FLORIDA VIRTUAL SCHOOL REQUEST FOR PROPOSAL

Insurance including: Group Term Life, Accidental Death & Dismemberment, Short-Term Disability and Long-Term Disability Plans

1. OVERVIEW

1.1. Purpose. Florida Virtual School ("FLVS") is seeking responses from qualified proposers to provide Insurance plans including Group Term Life Insurance, Accidental Death and Dismemberment Coverage, Short-Term and Long-Term Disability plans for FLVS staff, retirees, and dependents as applicable.

1.2. About FLVS

Founded in 1997, Florida Virtual School (FLVS) has been leading the way in Kindergarten-12 online education for more than 25 years. FLVS provides a robust, award-winning curriculum to public, private, charter, and homeschool families and school districts nationwide. 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).

FLVS directly serves students through three models. FLVS Flex which offers scheduling on a 365-day flexible calendar. Students can take FLVS courses when enrolled in addition to a brick-and-mortar school, or a full-time course load when enrolled as a homeschool student. FLVS Full Time Public Schools offer scheduling that is available to students in grades Kindergarten–12. Students follow a 180-day traditional school calendar, take all courses through FLVS Full Time, and graduate with an FLVS diploma. FLVS is the operating education service provider for the Florida Scholars Academy, a unified education system for students assigned to a Florida Department of Juvenile Justice residential commitment program. Across these three programs, FLVS serves over 250,000 students a year.

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 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 three (3) 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 provided proposal price sheet.

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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. FLVS reserves the right to reject any or all responses, re-advertise, postpone or cancel this RFP, waive any minor irregularities, or reject any response that does not meet all mandatory requirements of this RFP according to its best interest. Additionally, FLVS may at any time during the solicitation and contracting process, require Proposer to submit additional evidence of qualifications, clarifications or any other information FLVS may deem necessary.
- b. 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.
- c. The award shall be made to the Proposer that best meets FLVS needs.
- d. 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.

- 2.1.1 The PEC committee shall consist of FLVS voting staff 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 posted Bonfire: shall be on https://flvs.bonfirehub.com/projects Florida Virtual School Procurement Opportunities: https://www.flvs.net/about/procurement
- **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 staff shall determine whether each response received prior to the due date and time specified, is complete and compliant with the instructions and requirements specified in the RFP. Findings shall be reported to the PEC 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 or designee using the evaluation criteria specified in Section 2.6.1.
 - **Step 1a:** The PEC 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. PEC shall 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 a designated date and time for further detailed discussions of the elements of their response. Step 2 evaluation is a "fresh evaluation" with scores from step 1 not carried forward.
- a. Using the evaluation criteria in Section 2.6.2, each member of the PEC will separately score each respondent's demonstration/oral presentation.
- b. The procurement representative will combine the evaluation scores submitted by all PEC members for this step to determine the final rankings.
- c. FLVS at its sole discretion may require additional public meeting(s).
- **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:

Criteria #	Step 1: Main Criteria Description	Weight
1.	Qualifications, Experience, and Letters of Reference	25%
2.	Demonstrated ability to meet or exceed Scope of Services and Responses to Questionnaire	15%
3.	Disability Questionnaire and Deviation Summary	30%
4.	Cost Proposal	30%
	TOTAL	100%

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

<u>Cost Proposal for Price Analysis</u>. Price Analysis is conducted through the comparison of Cost Proposals submitted. The maximum points will be awarded to the lowest acceptable Cost Proposal. Replies with higher costs will receive the fraction of the maximum points proportional



to the ratio of the lowest Cost Proposal to the higher Cost Proposal. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula: (Low Price/Respondent's Price) x Price Points (30) = Respondent's Awarded Points).

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

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

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(s), recommendation for contract award will be submitted to the FLVS Board of Trustees (if total value is \$300,000 or more) or the Senior Director of Procurement for approval (if total value is under \$300,000).

The FLVS Executive Team at their sole discretion shall accept or reject all recommendations of the PEC. If the Executive Team accepts the PEC's recommendation, the process continues as noted in each step above. If the Executive Team rejects any PEC'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; pursuing the project by any other alternative method permitted under Florida law; or abandoning the project all together. If the Executive Team elects to pursue the project through an alternative method or abandon the project all together, FLVS shall provide public notice of that decision.

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

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.

Proposer is responsible for allowing adequate time to upload their documents to Bonfire.

For technical support 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 completed without exception and signed by a legally authorized individual within the proposing entity.
- All documents must be in the LEGAL name of the proposing entity exactly as it appears under business registration of state of origin (registered/incorporated) with the matching FEIN or Tax ID number provided. Do not submit a proposal under a d/b/a ("doing business as") or a fictitious business name.
- 3.1. **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 unnecessary promotional materials. Clearly identify each part of the submission as directed by the solicitation.

 All proposal responses should use the below section numbers and layout without deviation:
 - Table of contents
 - Section 1 Cover Letter and Compliance Information
 - Section 2 Qualifications, Background, Reference Letters, Case Studies, Cyber Security, and VPAT
 - 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 F)
- Cost Proposal Forms RFP Section 6 (Attachment 4)
- Mandatory Certifications/Forms Packet must be submitted as part of the response completed fully and without edits
- Proof of Financial Stability
- Life and Disability Summary and Deviations Form (MS Excel)
 Note: These forms must be uploaded in Bonfire to the "Required Plan Forms" folder provided.
- 3.2. Compliance. 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, include 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.
 - 3.2.1 **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.



3.2.2 **Proposal Section 1 - Cover Letter.** Provide a brief formal letter regarding the company's understanding of requirements/scope of this RFP, and interest in and ability to perform the requirements of this RFP. The prospective Proposer hereby certifies, by submission and signature of this letter, complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto unless specific exceptions are noted in the response package. Cover letter shall be signed by authorized principal party.

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

- 1. **Primary Contact:** Point of contact for solicitation process and contracting purposes.
- 2. **Principals and Authorized Signatures:** Person(s) or entities serving or intending to serve as principals, authorized to legally commit the Proposer's organization to perform the services.
- 3.2.3 **Mandatory Certifications/Forms Packet.** Responses must include all Mandatory Certifications/Forms (provided in RFP Attachment 1 "Mandatory Certifications/Forms Packet") listed below. All forms must be completed and signed (and notarized where applicable). No modifications shall be accepted. 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.
- 1. Response Checklist (Section 3.1)
- 3. Certificate(s) of Insurance (Section 10 Master Service Agreement)
- 5. Acknowledgement of Business Type (Appendix B)
- 7. Mutual Non-Disclosure Agreement (Appendix D)
- Public Records Act / Chapter 119 Requirements (Appendix F)
- 2. Compliance Information Sheet (Section 3.1)
- 4. Contractor's Statement of Qualifications (Appendix A)
- 6. Statement of Affirmation and Intent (Appendix C)
- 8. Addenda Form / Dispute Resolution Clause (Appendix E)
- 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
- Vendor Application, E-Verify Certification, Foreign Country of Concern, Student Information Form, and W-9 Form (Appendix I)
- Master Service Agreement, Statement of Work, Change Order & Forced Labor Affidavit (Appendix J)



- **3.2.4 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 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.

General Requirements for self-hosted solution include:

Virtualization Requirements: Supports virtual machines running on currently supported version of virtualization software.

Operating System Requirements: Must use current operating systems for servers, desktops, tablets, phones. We will not accept bids without further security analysis using EOL operating systems.

<u>Web Requirements</u>: Must use current web hosting technologies with cybersecurity safeguards to include secure web application headers, TLS/SSL configurations and certificates, and port security.

<u>Database</u> <u>Requirements</u>: Must use currently supported database models and languages. We will not accept bids without further security analysis using EOL database models or languages.

Maintenance and Support Requirements:

24x7x365 access to technical support with a maximum of 4-hour response time. Maintenance updates to ensure FLVS is on the latest version and patched for known vulnerabilities.

<u>General Requirements for Contractor-hosted</u> solution include:

Contractor Compliance: Contractor has, and continues to maintain, an active SOC2 report that is available to FLVS upon request.

<u>Availability</u>: Dependent upon the business criticality that has been defined:

- Mission Critical Products Minimum of 99.95% availability SLA (preferred 99.99%)
- Business Critical Products Minimum of 99.9% availability SLA (preferred 99.5%)
- Important Business Products Minimum of 99.5% availability SLA (preferred 99.9%)
 <u>Data Retention Requirements (All)</u>:

 Search Retrieval of Records: Allows FLVS to schedule and download backups of our data to fulfill retention requirements or:
- Allows FLVS to configure record retention lengths

- Allows FLVS to search records
- Allows FLVS to produce records including ones deleted by users that are within the retention period configured

Access Controls:

- Integrates with Microsoft Single Sign-on/Identify and Access Management tools. We will not accept bids from companies that do not work with Microsoft SSO without further security analysis. Audit and Accountability:
- Provides an ability to audit and download the following types of events:
- Access to PII or other sensitive data
- Actions taken by user with administrative access
- Failed access attempts
- When identification and authorization mechanisms are used
- Creation and deletion of privileged or systemlevel objects
- Audit Logs Contain:
- User ID
- Type of Event
- Date and Time
- Success or Failure Status
- Origin of Event
- Identify of the affected data, component, or resource

Configuration Management. Provides an ability to 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
- Backup and retain copies of FLVS configurations and data
 - <u>Maintenance</u>: Contractor-hosted solution notifications are sent a minimum of seven (7) days prior to scheduled maintenance and will minimally include:
 - o Date, time, and duration of maintenance
- o Description of maintenance



- **3.2.5 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. Bidder/Proposer shall demonstrate financial stability in accordance with this definition by providing one of the following:
- 1. For bidder/proposer with annual revenues below \$1 billion:
 - 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 \$1 billion can provide a letter containing a written declaration, pursuant to s.92.525, F.S., issued by the chief financial officer or controller attesting that the supplier is financially stable and meets the definition of financial stability.
- **3.2.6** 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. Respondents shall also be able to provide an accessibility conformance report using the Voluntary Product Accessibility Template (VPAT) VPAT 2.5 WCAG which can be found at https://www.itic.org/policy/accessibility/vpat.
- **3.3 Proposal Section 2 Qualifications, Background and References Instructions.** Summarize the qualifications of the Proposer's project team. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided.
 - 3.3.1 **Background (Qualifications).** Complete the Compliance Information Sheet within the forms packet Attachment 1.
 - 3.3.2 **Experience.** Describe your company's experience with the services specified herein. Include any strategic advantages offered, and/or professional/industry awards won over the past three years (URLs acceptable).
 - 3.3.3 **References.** FLVS reserves the right to contact all references and to obtain, without limitation, information on the Proposer's performance on the listed efforts.
 - 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 G) to contact and check previous performance on projects.
 - 3.3.4 **Case Studies and Samples of Work**. Proposer shall include a minimum of three (3) Case Studies demonstrating prior experience and proven success delivering similar services to other clients. Prior experience in the educational sector is highly desirable (preferably within K-12 and/or digital education industry.)
 - a. Describe the client requirements, challenges, 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.



4. INSTRUCTIONS TO PROPOSER

- 4.1 No Contact Period. 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 contact 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 Proposers 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.
- 4.4 **Posting of Public Notices:** All public notices will be posted for review by interested parties on https://flvs.bonfirehub.com and https://flvs.bonfirehub.com and https://www.flvs.net/about/procurement. 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.
- 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 must 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://www.flvs.net/about/procurement)
- 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 the RFP is downloaded from Bonfire, notifications shall be provided 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.

Any corrections or amendments will be posted as addenda issued 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.

- 4.7 **Purchase Order:** The award of the response shall not constitute an order. Before services are rendered, Proposer must receive a purchase order from FLVS.
- 4.8 **Conflict of Interest:** (FLVS Procurement Policy po6320) https://go.boarddocs.com/fla/flvs/Board.nsf/Public#



5. SCOPE OF WORK

Scope of Services: Florida Virtual School (FLVS) is soliciting proposals for Group Term Life Insurance, Accidental Death and Dismemberment, Short Term and Long Term Disability plans. There are approximately 3,650 active employees and retirees eligible for FLVS's offered plans.

Employer Paid

Group Term Life and Accidental Death and Dismemberment Short Term Disability
Long Term Disability

Voluntary Coverage (Employee Paid)
Buy-up Life Short Term Disability
Life Insurance

Proposer shall quote all plans for all employees and retirees and any plan proposed shall be on a group contract basis. FLVS will not contract with independent third parties, independent agents, or independent third parties acting as agent or broker. All Proposers must comply with all applicable Florida Statutes.

Deviations from the plans described must be clearly identified in the Deviation Summary (Attachment 3), which reflects the current plan offerings. Proposer shall provide a plan that matches the plans outlined as closely as possible.

FLVS reserves the right to negotiate benefit levels and plan deviations each Plan Year for the duration of the awarded Contract and renewal periods.

Gallagher Benefits Services, Inc. shall be providing consulting services to FLVS in relation to this RFP. Gallagher Benefits Services shall assist FLVS with the review and evaluation of these proposals.

The Respondent is responsible for providing appropriate work environment including high speed internet connectivity to appointed staff for the duration of this project. Reimbursement for travel is not contemplated for this RFP. However, in the rare event that FLVS directly requests and agrees to reimburse any travel related costs they must be authorized and pre-approved by FLVS in writing and will be reimbursed in accordance with applicable Florida Statute and FLVS Policy.

Background

- Census: 95% of FLVS employees work remotely.
- All FLVS employees participate in Social Security
- All FLVS employees participate in the Florida Retirement System ("FRS") Pension and Investment Plan
- FLVS staff includes both instructional and non-instructional team members. Non-instructional employees are administrative staff. FLVS does not employee bus drivers, cafeteria workers, or janitorial staff. Instructional staff are teachers who teach "virtually" from their homes.
- FLVS pays for the retiree life benefit.



5.1 Respondent Questionnaires: Proposers must provide <u>complete</u>, <u>detailed</u> response to each question listed below. Additional space may be used as needed.

A. RESP	ONDENT QUESTIONNAIRE – General Information
No.	Description
1	Respondent Methodology: What is your detailed methodology for providing all services as described herein? Provide your plan for performing the specified work. Provide a project plan that identifies workflows, timelines/milestones and project completion dates. Include any dependencies and/or assumptions that apply. Include a detailed response.
	Response:
2	Staffing Plan. What is the proposed staffing plan? Include a listing of all sub-contractors, if applicable, and a description of the project team roles. Provide the project organization chart or similar showing FLVS and Proposer staff, role descriptions, and a description of the correlation between FLVS and Proposer roles. Also include biographies of agency leadership and key personnel including but not limited to the account manager, media buyer and others as applicable: FLVS requires mitigation plans for resources on the project in the event a resource leaves the firm prior to completion of contract.
	Response:
3	Implementation . What is the proposed implementation plan for delivering the required services. Include project milestones, roles and responsibilities of required resources, and include risk mitigation plans.
	Response:
4	Communication . What communication practices are utilized to support your clients? Describe your overall methodology for communicating to key target audiences/stakeholder groups. Response:
5	Samples of Available User Interface/Dashboard. Does the offered solution include a user-friendly interface? Provide screen shots for both administrators and users. Alternatively, provide URL to sample platform for evaluation committee review (preferred).
	Response:

B. RESPO	ONDENT QUESTIONNAIRE – LIFE INSURANCE
No.	Description
	Does your proposal match the current Life coverage options? If not, detail <u>any and all</u> deviations. If no deviations are provided, then it is assumed to match benefits.
1	Response:
2	As an option for consideration, if you cannot match the current Life and AD&D coverage options, FLVS will consider proposals that provide Life and AD&D options that when integrated may closely mirror the current plan design options. Describe the following and detail any and all deviations. If no deviations are provided, then it is assumed to match benefits. 2a. Life (Employee and Retiree) Response:



	2 b. Accidental Death and Dismemberment Response:
	Does your proposal match the current Group Term Life Insurance age reduction schedule for employees and retirees? If no, what is your proposed age reduction schedule?
3	Response:
	Describe your Evidence of Insurability process (i.e. electronic/paper, time frames, simplified underwriting). Describe all processes that are the requirement of the member and the FLVS Risk
	Management staff.
4	Response:
	Does your proposal include an accelerated death benefit for terminal illness? Describe.
5	Response:
5	
	What are your Life Insurance benefit exclusions and limitations?
6	Response:
	Does your proposal match the current Employee Accidental Death & Dismemberment (AD&D)
	benefits? If not, detail any deviations. If no deviations are provided, then it is assumed to match benefits.
7	Response:
	No portion
	Describe what accidental losses are covered and the benefit amount for each.
8	Response:
	Does your proposal include a repatriation benefit? Describe.
9	Response:
	Decouplingly de a coetholt and sinhagh a settle.
	Does your proposal include a seatbelt and airbag benefit? Describe.



10	Response:
	What accidental losses are excluded or limited under your plan?
11	Response:
	What other value-added features are included in your proposal for no additional cost?
12	Response:
	Does your proposal include a waiver of premium provision? If yes, describe and include details on the following:
	13. a. Elimination Period Response:
13	13. b. Definition of Disability Response:
	13. c. Duration Response:
	How does your company define disability for waiver of premium purposes?
14	Response:
	Does your proposal include a portability provision? Describe the portability contract and any impact to the policy holder should FLVS ultimately cancel the group contract.
15	Response:
	Does your proposal include a conversion provision? Describe.
16	Response:
17	The current Certificate is provided; identify any other contractual differences.
	Response:



	What enrollment forms and/or start up procedures will you require?
18	Response:
19	What is the proposed claim office's current turnaround time (in business days) for life claims, from the receipt of properly completed claim forms to the mailing of the claim payment? For AD&D claims?
10	Response:
	Describe a claimant's settlement/payment options.
20	Response:
	If the insured does not name a beneficiary, how is the death benefit paid?
21	Response:
	Delineate all assumptions and/or qualifications used in developing your proposed premiums, including your retention.
22	Response:
	How will renewal rates be determined after the rate guarantee period? Explain your renewal formula and process including credibility, retention level, reserving and target loss ratio.
23	Response:
	Include a Specimen Policy for the coverages offered.
24	Response:
25	Provide a list of all standard reports, including report function, data elements and distribution frequency.
	Response:



26	Will you guarantee that no plan participant will lose or gain coverage or benefits due to this changin administration? Will you guarantee that you will continue with coverage for all those current covered? Will you waive any actively at work provisions? These are requirements of the propositions: Response:
	Response.
	Describe the administrative support you will provide FLVS.
27	Response:
	What charges, if any, do you assess on late premium payments?
28	Response:
	Are any additional charges levied at policy cancellation? On the anniversary date? If so, fu explain?
29	Response:
	Describe the reporting offered to FLVS, including frequency, type of details, and how content to be delivered. Include what reporting is available upon request and what will be provided proactive.
30	Response:

C. RESPONDENT QUESTIONNAIRE - DISABILITY INSURANCE			
No.	Description		
	Does your proposal match the current Disability coverage options? If not, detail any and all deviations. If no deviations are provided, then it is assumed to match benefits		
1	Response:		
2	As an option for consideration, if you cannot match the current Disability coverage options, FLVS will consider proposals that provide Short-Term and Long-Term Disability Insurance options that when integrated may closely mirror the current plan design options. Please describe the following and detail any and all deviations. If no deviations are provided, then it is assumed to match benefits.		



	a. Short-Term Disability Response:
	b. Long-Term Disability Response:
3	Describe what prior insurance credit is given upon transfer of carriers.
	Response:
4	How does your company define disability? Partial Disability?
	Response:
5	Are any disabilities not covered? Explain.
	Response:
6	Do you provide coverage for pre-existing conditions? If so, are there limitations or requirements What is your definition of a pre-existing condition?
	Response:
7	Describe the benefit for a recurring disability?
	Response:
8	Are there any limitations for specified illnesses or injuries (i.e. mental health)? Describe.
	Response:
9	Does your proposal include a vocational rehabilitation and work assistance benefit? Describe.
	Response:
	Does your proposal include an education benefit? Describe.



10	Response:
11	Does your proposal include a survivor benefit? Describe.
	Response:
12	Does your proposal include a waiver of premium provision? If yes, describe.
	Response:
13	If you are not also selected as the life carrier, what assistance can you provide to coordinate life waivers?
	Response:
14	Describe your Evidence of Insurability process (i.e. electronic/paper, time frames, simplified underwriting). Describe all processes that are the requirement of the member and the FLVS Risk Management staff.
	Response:
15	Does your policy include a conversion option? Portability option? Describe the portability contract and any impact to the policy holder should FLVS ultimately cancel the group contract.
	Response:
16	What sources of income will offset disability benefits? How often do you verify other sources of income?
	Response:
17	What are not deductible sources of income to offset disability benefits?
	Response:
18	What are your claim turnaround standards?
	Response:



19	Will you prepare the W-2, W2-Cs, 1099s and issue tax statements for disability payments? Describe how you will administer the FICA portion for taxable benefits paid to claimants.
	Response:
20	Provide the grievance/appeals procedures for insured. Outline the steps and time frames of the process from initiation to final resolution.
	Response:
21	In the event of contract termination, what would be the status of:
	a. Persons in receipt of claims payments? Response:
	b. Persons in the process of satisfying the elimination period? Response:
	c. Persons who may have incurred disabilities but have not yet reported them? Response:
22	Include a Specimen Policy for the coverages offered.
	Response:
23	Propose performance guarantees for this account. Consider areas such as claims payment accuracy and timelines, customer service and implementation. Only propose account specific performance guarantees and not book of business guarantees.
	Response:
24	Will you guarantee that no plan participant will lose or gain coverage or benefits due to this change in administration? Will you guarantee that you will continue with coverage for all those currently covered? Will you waive any actively at work provisions? These are requirements of the proposal.
	Response:



25	Describe the administrative support you will provide FLVS.		
	Response:		
26	What charges, if any, do you assess on late premium payments?		
	Response:		
27	Are you willing to guarantee your rate for at least three (3) years with no deficit recoupment?		
	Response:		
28	Are any additional charges levied at policy cancellation? On the anniversary date? If so, fully explain?		
	Response:		
29	Describe the reporting offered to FLVS, including frequency, type of details, and how content will be delivered. Include what reporting is available upon request and what will be provided proactively.		
	Response:		



5.2 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:

No.	Description of General Requirement	Included YES or NO	
1	Proposal includes a dedicated Account Manager to serve as the point of contact for all contract activity and manage the client relationship.	☐ Yes	□ No
2	Proposal includes Account Manager and / or client support team available during FLVS standard hours of operation (Monday through Friday between 8:30AM and 5:00 PM EST).	□ Yes	□ No
3	If awarded, Proposer agrees to notify FLVS of any changes in staffing to key personnel within two business days of change in assigned team members.	☐ Yes	□ No
4	Proposer agrees to respond to FLVS staff inquiries within one business day or less for all inquiries.	☐ Yes	□ No
5	Proposed solution includes a toll-free telephone number for customer support calls available that shall be available to FLVS members.	□ Yes	□ No
6	Proposed solution includes member support available via the website, self-service, mobile application and / or the toll-free number 24 hours per days x 365 days per year.	□ Yes	□ No
7	Proposed solution includes an accessible website for member support services that provides an intuitive and user-friendly interface that adheres to accessibility standards (WCAG 2.1 AA and 508 compliant)	□ Yes	□ No
8	Proposer complies with all HIPPA and Privacy regulations regarding PII, Medical records, or other sensitive employee data including but not limited to return and or destruction of any accumulated data upon termination of any awarded Contract as directed by FLVS.		□ No
9	Proposal assumes a contract effective date of July 1, 2026	□ Yes	□ No
10	The annual enrollment is generally held in May of each calendar year for changes to become effective on July 1 annually.	□ Yes	□ No
11	FLVS shall review and approve all communication materials prior to distribution by the awarded proposer.	□ Yes	□ No
12	Proposer agrees the Contract situs shall be the State of Florida.	□ Yes	□ No
13	Proposer agrees that any changes in rates following a rate guarantee period must be delivered to FLVS designee no later than November 1 for a change date of the following July 1.		□ No
14	The proposal shall not include minimum participation requirements.		□ No
15	Variations in actual enrollment shall have no affect on rate quotation. Proposal shall be valid regardless of the final enrollment mix.	□ Yes	□ No
16	Actively-at-work provisions shall be waived for all participants	□ Yes	□ No



17	Proposal accepts all beneficiary designations on file.	□ Yes	□ No
18	The proposed solution includes the ability to integrate with Workday as the FLVS Benefits System of Record in time for May enrollments.		□ No
19	The proposed solution is "cloud connect" with Workday.	☐ Yes	□ No
20	The proposed solution supports electronic data transfer in real time.	☐ Yes	□ No
21	The proposed solution includes Telephonic Claims Service for Short Term Disability Coverage	□ Yes	□ No
22	The proposed solution includes an employee assistance program that is established and attached to the basic life coverage. This includes an allowance of up to three face-to-face visits.	□ Yes	□ No
23	Under the proposed solution, FLVS employees are able to increase their current voluntary life benefit by up to two increments to the GI without EOI.	☐ Yes	□ No
24	Under the proposed solution, will you cover employees that reside in Puerto Rico	□ Yes	□ No

Assumptions and Constraints

- FLVS will provide the awarded contractor with the requirements for FLVS systems integration
- FLVS and Respondent will agree upon a detailed, event driven, implementation plan
- Timely and reasonable response and resolution issues identified during project phases

Data and Content Ownership

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



5.3 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

5.4 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 J of the Required Forms Packet). FLVS at its sole discretion reserves the right to reject proposals with exceptions and / or alternatives to the Master Services Agreement Terms and Conditions or take the exceptions into consideration during the evaluation process as in its best interest.

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



6. COST PROPOSAL FORMS: Provide a schedule of values for fees associated with the various services to be provided. Rates quoted shall be the all -inclusive, not to exceed rates for the life of the Agreement. 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. There is no minimum spend for this Contract.

- Monthly Rate
- Monthly Premium
- Annual Premium
- 10% Commission
- Rate Guarantee
- Implementation Credits/Ongoing Credits
- Jellyvision Credits

6.1 Cost Proposal Form Part B P-Card Acceptance

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

Yes		No
(Check	cone	e)

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

Detailed Description	Total
	\$

6.3 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.

6.4 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 Travel Policy (for any authorized, pre-approved travel related expenses if applicable)



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. Reimbursement Form. FLVS will only reimburse in accordance with FLVS travel policy po6550 (https://go.boarddocs.com/fla/flvs/Board.nsf/Public#).



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 RFP, Proposers acknowledge and agree that they have reviewed this agreement and have no objection. 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 .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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.

- 7.8 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119 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.
- 7.9 Financial Terms and Conditions.
 - 7.9.1 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.

- 7.9.2 Performance Bond. INTENTIONALLY OMITTED
- 7.9.3 Liquidated Damages INTENTIONALL OMITTED
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 Identical Qualifying Bid/Proposals: (FLVS Procurement Policy po6320) https://go.boarddocs.com/fla/flvs/Board.nsf/Public#
- 7.14 In accordance with F.S. 1010.04 FLVS
 - a. has reviewed the purchasing agreements and state term contracts available under F.S. 287.056.
 - b. shall not request documentation of or consider a proposer's social, political, or ideological interests.
 - c. shall not give preference to a proposer based upon their social, political, or ideological interests.
- 7.15 The following two Florida State statutes apply to this solicitation and may have contractual requirements.
 - a. F.S. 787.06(13)
 - b. F.S. 287.1346



8. DEFINITIONS

The following words shall be defined as set forth below:

- "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 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.