PURCHASE DEPARTMENT
REQUEST FOR PROPOSAL

DATE ISSUED: July 18, 2014

RFP DUE DATE: August 8, 2014
RFP DUE TIME: 2:00pm EST

PROPOSAL DELIVERY LOCATION: Florida Virtual School
Purchasing Department
2145 Metrocenter Blvd., Suite 200
Orlando, Florida 32835

RFP TITLE: Design/Engineering/Consulting Services
RFP NUMBER: RFP-2014-6719-9001-NR

PRE-PROPOSAL CONFERENCE: Yes
MANDATORY Yes
TIME: 2:00pm EST
LOCATION: Florida Virtual School
Purchasing Department
2145 Metrocenter Blvd., Suite 200
Orlando, Florida 32835

DIRECT ALL INQUIRES TO: Nancy Ramos
Purchasing Agent
nramos@flvs.net

NOTICE TO ALL INTERESTED PARTIES: Subject to the conditions, provisions and the enclosed specifications, sealed proposals will be received at this office until the stated date and time.

Proposals received after the stated date and time, whether presented in person, received by U.S. Mail, or by any other delivery method will not be accepted.

Florida Virtual School reserves the right to retain all proposals for a period of 120 days and to reject any and all proposals and to waive any informalities and/or irregularities thereof.

Florida Virtual School
Ed Parker, CPPO, CPPB
Purchasing & Facilities Manager
Sealed proposals to establish a contract for a Design/Engineering/Consulting Services provider will be received by Florida Virtual School, in the Purchasing office on the second floor, 2145 Metrocenter Boulevard, Suite 200, Orlando, Florida 32835, until August 8, 2014; 2:00pm EST.

Please note that receipt of proposal means DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE PURCHASING OFFICE. Proposals delivered to the building, but not delivered to the Purchasing Office and date/time stamped as received, will not be considered as received for the purpose of this solicitation process. Proposals must be delivered in a SEALED package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package.

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

Notice to Proposers: The Metrocenter building is a "controlled access" building and all visitors will be required to obtain a visitor's pass, photo ID is required before entering the department. All visitors are required to check-in at the Reception Desk on the 2nd floor. If you are hand delivering a proposal, the receptionist will date stamp your package and notify procurement that a package has been dropped off. A record of all deliveries and delivery times will be documented at the Reception Desk as well as in Purchasing Division.

You are cautioned to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanned), telephone proposals or modifications to proposals, will be accepted.

Proposals will not be accepted or considered after the specified time and date listed on page 1.
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1. OVERVIEW

1.1 Purpose: Florida Virtual School (FLVS), hereafter referred to as the "district" or "FLVS", is seeking proposals from qualified proposers interested in providing design services for Florida Virtual School tenant improvements at 2145 Metrocenter Blvd, Orlando, FL 32835. The award will be to the most qualified proposer(s) as determined by an evaluation committee. The final award will be based on Board approval.

1.2 District Profile: FLVS is an internet-based public school that offers curriculum online for Elementary, Middle and High school students. FLVS has led the way in providing a rigorous academic program that has passed stringent external reviews by states across the nation. Winner of numerous national and international educational awards, FLVS now trains teachers, administrators, school districts, and states in how to deliver a sound, accountable, and successful online learning experience.

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

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

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

FLVS served over 148,000 students in 303,329 half-credit enrollments in the 2011-12 school year. The school is a world leader in e-Learning and the FLVS motto “Any time, any place, any path, any pace”© indicates the school’s flexibility and mission to place the student at the center of all learning.

1.3 Project Background:

Florida Virtual School encompasses approximately 48,000 sq ft. of rental space which has been granted tenant improvement funds for upgrade.
2. EVALUATION OF PROPOSALS

2.1. FLVS expects to consider responses from Proposers who meet the following minimum standards:

2.1.1. The willingness to configure the program to meet the requirements of FLVS.

2.1.2. The Proposer’s ability to integrate all of the requested criteria.

2.1.3. Documented successful experience in the provision of the scope of services contained herein for clients of similar scope and size.

2.1.4. Contact person(s) readily available to service FLVS on a day-to-day basis. FLVS reserves the right to approve the contact person(s).

2.1.5. Meets the requirements as outlined in Section 6.3 "Minimum Qualifications/Experience".

2.1.6. Able to complete the expected contract term in full compliance with this RFP.

2.2. The following factors will be considered when evaluating proposals:

2.2.1. Proposer’s capability to provide the products and services.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall experience and qualifications of the business</td>
<td>15</td>
</tr>
<tr>
<td>and individuals within the business</td>
<td></td>
</tr>
<tr>
<td>Specific experience working on projects similar in size and scope to the work required under this contract</td>
<td>30</td>
</tr>
<tr>
<td>Design plan and technical specification capabilities</td>
<td>30</td>
</tr>
<tr>
<td>Cost Strategy Proposal</td>
<td>25</td>
</tr>
</tbody>
</table>

TOTAL 100%

2.3. FLVS will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process 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/evaluation process will be completed in a timely manner as noted below. Purchasing Division will endeavor to notify in writing all Proposers of any unexpected delays as noted above or otherwise determined.

2.4. The award will be made to the Proposer(s) submitting the proposal that best meets FLVS’s specifications and requirements.

2.5. FLVS intends to have a committee review the proposals and make a recommendation to The Board on a Proposer or Proposers to provide Design/Engineering/Consulting Services.

2.5.1. There will be no interim briefing regarding the status of a particular proposal until evaluation of all proposals is complete.

2.6. Time Schedule:

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Time</th>
<th>Event</th>
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<tbody>
<tr>
<td>Monday</td>
<td>July 28, 2014</td>
<td>2:00pm EST</td>
<td>Pre-Proposal Conference (Section 4.8)</td>
</tr>
<tr>
<td>Thursday</td>
<td>July 31, 2014</td>
<td>2:00pm EST</td>
<td>Last Day to Request Additional Information or Clarification</td>
</tr>
<tr>
<td>Friday</td>
<td>August 8, 2014</td>
<td>2:00pm EST</td>
<td>Proposal Due Date</td>
</tr>
</tbody>
</table>
3. PROPOSAL SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit one (1) unbound original (clearly marked as such) and three (3) exact duplicates for a total of four (4) physical copies. **One electronic copy on CD, DVD or USB flash drive is also required** for document management purposes. To create the electronic copy, scan the entire proposal and save it as one (1) pdf document. Proposals must be bound in a **three ring** binder (with the exception of the unbound original). Proposals not meeting the requirements below may be determined to be non-responsive, non-responsive proposals will receive no further consideration.

3.1. **Table of Contents**: Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

3.2. **Tab 1 - Cover Letter**: Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. Clearly demonstrate your Proposer's familiarity with Design/Engineering/Consulting Services. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. The prospective Proposer hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto.

3.2.1. Include under this tab the following signed forms (**An original form and signature is required. These forms must not be modified in any manner.**).

- i. Vendor’s Statement of Qualifications (Appendix A)
- ii. Acknowledgement of Business Type (Appendix B)
- iii. Statement of Affirmation and Intent (Appendix C)
- iv. Mutual Non-Disclosure Agreement (Appendix D – N/A)
- v. Addenda Form / Dispute Resolution Clause (Appendix E)
- vi. Drug Free Workplace Certification (Appendix G)
- vii. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F)
- viii. Public Records Act/Chapter 119 Requirements (Appendix H)
- ix. Insurance Certificate (See Section 5.18)

3.2.2. **Type of Business (Refer to Appendix B)**: The Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business; changes in ownership; bank reference; and other information to verify financial responsibility.

- a. If the Proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Proposer’s corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- b. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.
- c. Principals: The Proposer must provide the name and address of all persons or entities serving or intending to serve as principals in the Proposer’s firm.
- d. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies.
e. Drug-Free Workplace: If applicable, provide a statement concerning the Proposer’s status as a Drug-Free Workplace. (Reference Appendix G) Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.

f. Conflict of Interest Statement: See “Statement of Affirmation and Intent” (Refer to Appendix C) included in this package

3.3. **Tab 2 – Qualifications:** Summarize the qualifications of the Proposer. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of FLVS contract.

In order to be evaluated and considered for award, Proposer must demonstrate financial stability to FLVS. Proposer must provide at a minimum the following:

3.3.1. **Vendor Statement of Qualifications (Appendix A), and one** of the following financial information:

a. A Statement from a Certified Public Accountant certifying the firm’s financial stability including information as to current or prior bankruptcy proceedings.  **OR**

b. Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar type report shall be delivered to FLVS Purchasing Division. All costs associated with this report shall be borne by Proposer. **OR**

c. Certified Financial Statements – Copy of audited financial statement for each of the last three years, by an independent certified public accounting firm or Federal Tax Return for previous years.

3.3.2. Background - Provide a profile of your organization:

a. Provide a core contact with name, title, email, address, phone, and fax

b. Where are your corporate offices located?

c. Do you have any offices in Central Florida, Orlando, and any contiguous county to Orange County?

d. Please list the number of years your company has been in operation.

e. Describe your support and quality assurance resources.

f. Company website

g. Number of clients: Active and Inactive.

h. Please list the number of Active clients by year, within the past five (5) years. List the number of clients who are no longer using your services by year, within the past five (5) years.

3.3.3. Experience - Describe your company’s experience in Design/Engineering/Consulting Services service. Provide details/examples as well as quantifiable results and objectives achieved with specific clients (3 client case studies).

a. Describe what strategic advantages your organization brings to the relationship of our organization?

   i. Skills

   ii. Strengths

b. Describe awards won or achieved related to your services

   i. Dates

   ii. Copy of press release

   iii. Case Study

c. Describe how your organization is organized and staffed to support Design/Engineering/Consulting Services.

d. Identify key personnel and provide bio information pertaining to their backgrounds, expertise and job descriptions. Provide an organizational chart.
e. How would this team be organized to service our organization?

f. Does your company have dedicated resources with a knowledge base around the educational sector?
   i. Who
   ii. Bios
   iii. Job Description

3.4. **Tab 3 – References:** See Section 6, Item 6.4. Please provide three (3) references (preferable educational governmental references) on the form provided in Section 8. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. FLVS may contact these references during the evaluation process.

Each Proposer should include under this tab, in tabular form, summary information for all contracts of similar size and scope performed by the Proposer, or team, within the past five (5) years. Information provided for each job shall include:

3.4.1. Contract/Project name/Description
3.4.2. Agency/department/office for which performed
3.4.3. Dates of the contract
3.4.4. Owner’s contract/project manager or other representative
3.4.5. Consultant’s role and level of involvement
3.4.6. Contact person
3.4.7. Dollar value of the contract
3.4.8. Present status of the engagement.
3.4.9. The firm’s key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP.

FLVS reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer’s performance on the listed jobs.

3.5. **Tab 4 - Scope of Work:** The Proposer must acknowledge agreement/understanding with the requirements of the intent of this proposal (Section 7) and provide reports or samples if requested. Indicate any exceptions to the scope of services of the RFP or alternatives for FLVS to consider. Summarize your approach and understanding of the services and any special considerations of which FLVS should be aware. Respond in detail to the following:

3.5.1. Technology - Provide a detailed description of your infrastructure.
3.5.2. Services - What differentiates your services from your competitors? List at least 10 examples.
3.5.3. Features - Describe the technology features and functions of the Design/Engineering/Consulting Services that your platform provides.
   a. Describe how the features/functions could/would benefit our organization
   b. List tools that are proprietary and third party owned

3.6. **Tab 5 – Pricing:** Include Section 9, Complete Proposal Form with your fees for services.

3.6.1. What additional cost savings initiatives or programs is your company offering (volume discounts)
3.6.2. When an organization engages with your organization--what comes with your basic package provision? Please provide descriptions with each area below:
   a. Project planning/management and scheduling
   b. Training
   c. Support

3.7. **Tab 6 – Customer Support Services:** Explain your company’s policy regarding quality assurance/quality control.

3.7.1. Include the process/methodology of organization from kickoff to implementation.
3.7.2. Does your company have the capability of providing consultation and recommendations when given a description of the project and target audience?

3.7.3. If so how do you provide these services? How do you bill for these services?

3.7.4. Describe your organization's customer service policies

3.7.5. Define process of escalation with issues/problems.
   a. How does your organization identify and resolve customer service issues?
   b. Does the organization have a customer feedback process in place - if so please define?

3.7.6. Describe your organization's communication strategy as to client support and fulfillment.
   a. Describe process for keeping client informed/engaged with development
   b. Provide examples of activity/update reports

3.7.7. Describe/define your proposed implementation plan. When can you start?

3.7.8. Describe the process and metrics used by your company to measure the quality of the services that your company supplies.

3.8. **Tab 7 – Appendices**: The content of this tab is left to the Proposer’s discretion. However, the Proposer should limit materials included here to those that will be helpful to FLVS in understanding the services provided for this specific contract.
### SUBMISSION REQUIREMENTS:
Each Proposal envelope/box shall be sealed and identified as specified below:

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFP REPLY PACKAGE(S).**

*Cut out label and tape to outer sealed envelope(s) or package(s).*

<table>
<thead>
<tr>
<th><strong>DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN</strong></th>
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<tbody>
<tr>
<td><strong>RFP NO.:</strong> RFP-214-6719-9001-NR</td>
</tr>
<tr>
<td><strong>TO BE OPENED:</strong> 2:00pm EST; Friday; August 8, 2014</td>
</tr>
<tr>
<td><strong>LATE PROPOSAL WILL NOT BE ACCEPTED</strong></td>
</tr>
<tr>
<td><strong>FROM</strong></td>
</tr>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td><strong>Contact Name:</strong></td>
</tr>
<tr>
<td><strong>Telephone No.:</strong></td>
</tr>
<tr>
<td><strong>Deliver To:</strong> Florida Virtual School Purchasing Division Attn: Nancy Ramos 2145 Metrocenter Boulevard, Suite 200 Orlando, FL 32835</td>
</tr>
</tbody>
</table>
3.9. **Non Submittal Response Form** - If your company is not submitting a response to this solicitation, please complete and fax this form prior to the due date established in the RFP document. If you are submitting this form, then only this form needs to be returned, please do not return the entire RFP package. This information will assist Purchasing Division in the preparation of future solicitations.

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

RFP NO.: RFP-2014-6719-9001-NR

RFP NAME: Design/Engineering/Consulting Services

Company Name: ____________________________________________________________

Contact Person Name & Title: ________________________________________________

Address: __________________________________________________________________

Telephone: __________________________ Fax: ________________________________

Email Address: __________________________________________________________________

Please check reason for a “no bid.”

_____ Specifications “too tight”, geared toward one brand or manufacturer (explain below)

_____ Insufficient time to respond.

_____ Specifications unclear (explain below)

_____ We do not offer this product/service or an equivalent.

_____ Our schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Unable to hold prices firm throughout the term of the contract period

_____ Unable to meet insurance requirements

_____ Other, please explain

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Print Name: __________________________________________________________________

Signature: __________________________ Date: ______________
4. INSTRUCTIONS TO PROPOSER

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

4.2. Proposer to this Proposal or persons acting on their behalf are specifically requested not to contact Board of Trustees, members, staff, or Committee Members during the course of the Proposal and Selection process. All procedural matters shall be directed to Procurement/Contract Specialist. 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 Proposal.

4.3. 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 Tabulations/Recommendation. RFP tabulations with recommended awards will be posted for review by interested parties. Visit http://www.demandstar.com or http://www.flvs.net/areas/contactus/Pages/Procurement%20Opportunities/RFPsListing.aspx for bid/proposal links and in the Purchasing Division Department, at 2145 Metrocenter Boulevard, Suite 200, Orlando, FL 32835 and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Purchasing Division will endeavor to post a “Notice of Delay of Posting” to inform all Proposer of the delay and anticipated posting date and time.

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

4.5. Bid Protests: Any person who is 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 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, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Purchasing Division will endeavor to post a “Notice of Delay of Posting” to inform all Proposer of the delay and anticipated posting date and time.

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

4.6. Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to Nancy Ramos, at the email address indicated below (Section 4.6.3), by 2:00pm EST, July 31, 2014. Questions not received by this date and time will not be considered.

All Addenda will be posted and disseminated on the following web-sites:

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

4.6.1. Questions must be received before 2:00pm Eastern Standard Time on July 31, 2014. Questions not received by this date and time will not be considered.

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

NOTE: If you download a copy of this proposal from Demandstar you will be notified by Demandstar (as you listed, email or fax) of postings during the life of this solicitation. You will not be notified if you downloaded a copy of this proposal from FLVS.net.
4.6.3. All questions must be in writing and emailed to the Purchasing Agent named below. The request must contain the Proposer’s name, address, telephone/fax numbers, and email address. After thoroughly reading this RFP, Proposers may direct questions, to:

Nancy Ramos
Purchasing Agent
nramos@flvs.net

4.7. Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or written response to questions and/or addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

4.8. All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

4.9. Four (4) proposal copies (one copy - original shall be unbound) are to be submitted in sealed envelopes (use the label provided in section 3.8.1), which bear the name, address, and telephone number of the Proposer.

4.10. FLVS will receive sealed proposals until the date and time indicated on this proposal cover page. Proposals must be delivered to the Purchasing Office at the stated address and will be recorded at the stated date/time. Proposals must be delivered in sealed envelopes, clearly marked on the outside as to proposal name, proposal number, and opening date. Proposals received in unidentifiable envelopes are sent at the Proposer's risk. Proposals received after the date/time indicated on the proposal cover will be date/time stamped received and returned to the Proposer unopened. It will be the Proposer’s responsibility to get the proposal to the correct location and on time. Please note that the official clock, for the purpose of receiving proposals, is located in the Purchasing Division.

4.11. A mandatory Pre-Proposal Conference will be held on July 28, 2014, at 2:00pm EST at 2145 Metrocenter Blvd, Suite 200, Orlando, FL 32835 to discuss objectives and answer questions relating to this RFP. Proposers submitting proposals in response to this RFP are encouraged to be present and on time.
5. GENERAL TERMS AND CONDITIONS

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

5.2. All expenses involved with the preparation and submission of proposals 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.

5.3. FLVS may require the Proposer to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.

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

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

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

5.5. 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.

5.6. 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.

5.7. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their proposal, 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.

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

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

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

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

5.11. The Procurement Manager may terminate this contract 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 Manager or designee.

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

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

5.14. The contract terms and conditions stipulated in this RFP are those desired by FLVS and preference will be given to those proposals in full or substantial compliance therewith. However, after allowance for any deviations, all proposals will be considered. Proposers are cautioned that restrictive deviations from the desired program must be clearly stated in the proposal response.
5.15. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Proposer without prior written consent of the School. The Proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School.

5.16. With the consent and agreement of the Awardee(s), purchases may be made under this proposal by other school boards and governmental agencies Services are to be furnished in accordance with the Contract of said product(s) and/or service(s) resulting from this Proposal. 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 proposal, in response to this advertised request, shall constitute a proposal made under the same conditions, for the same contract price, and for the same effective period as this proposal to all public entities if they so request.

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

5.18. Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than “A” from A.M. Best & Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.24.2. In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have a published Material Safety Data Sheet (MSDS). Each MSDS must be in English (Spanish may be required by FLVS) and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health affects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.

5.24.3. The Awardee(s) performing work for FLVS is responsible to provide written notification and Material Safety Data Sheets (MSDS) to FLVS Facilities Office for any hazardous material that may be used. FLVS defines Hazardous Material as “any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health”. These substances are classified as poisonous, toxic, corrosive and flammable, explosive, radioactive, or otherwise have any warning on the product label.

5.24.3.1. FLVS Facilities Office must approve all hazardous materials used by the Awardee(s) prior to use.

5.24.3.2. All requests for approval of product shall be directed to FLVS Facilities Office at 2145 Metrocenter Boulevard, Orlando, FL 32835.

5.24.3.3. Current, legible copies of Material Safety Data Sheets (MSDS) will be used to evaluate all products. This information must be provided at least five (5) working days prior to use and must include the Awardee’s safety plan (precautions needed by the Awardee’s employees).

5.24.3.4. After review by FLVS Safety Office, the Awardee(s) of the MSDS will be provided a copy of the MSDS stamped approved, with or without additional restrictions, or disapproved.

5.24.3.5. The Awardee(s) using the product must follow any identified restrictions and must maintain a copy of the approved MSDS at the job location.

5.24.3.6. Any product used in FLVS shall be used in accordance with the manufacturer’s instructions and applicable FLVS Policies.

5.24.3.7. Certain products will not be authorized for use in FLVS in order to prevent any incidence of exposure to students or employees. Further, stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.

5.24.3.8. Products approved for use by FLVS employees does not constitute an automatic approval for use by Awardee(s). All products used by Awardees must be specifically approved for each job within FLVS.

5.24.3.9. FLVS employees will not use products approved for use by Awardees unless a specific approved MSDS has been provided to the supervisor and/or is maintained in the worksite MSDS Book.

5.24.3.10. Use of Hazardous Materials at sites where no students or FLVS employees are assigned does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.

5.24.3.11. Awardees are responsible to remove all products used on projects immediately upon completion. Products left for FLVS use will be listed on a manifest indicating type of container, amount, and the location of the product. FLVS employee that originated the service or contract shall sign the manifest and send to FLVS Safety Office.

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

6.1. **Contract Term/Option to Renew:** The initial term of the contract shall be from date of award to March 31, 2015.

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

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

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

   6.3.1. Proposer(s) shall include a copy of all applicable licensing with their proposal.

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

6.4. **References:** Please provide three (3) references (preferable educational governmental references) on the form provided in Section 8. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. FLVS may contact these references during the evaluation process.

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

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

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

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

   6.6.2. Effective September 1, 2005, as per Section 1012.465 of the Florida State Statutes all Florida education agencies and Contractual personnel must be in compliance with the Jessica Lunsford Act. The term “contractor” means any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes any employee of a contractor who performs services for the school district or school under the contract and any subcontractor and its employees.


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

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

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

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

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

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

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

6.9.4. Upon cancellation of any ensuing agreement, FLVS reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated proposal to FLVS for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in FLVS’s best interest.
7. **SCOPE OF SERVICES:**

Florida Virtual School (FLVS) is soliciting proposals for Design/Engineering/Consulting Services.

7.1. **Scope of Work:** Our scope of work is for Architecture and related Interior Design Services related to tenant improvements on the 1st, 2nd, and 3rd floors at 2145 Metrocenter Blvd. Required engineering services are not included with this proposal and will be established once a scope of work has been fully established.

7.2. **Deliverables:**

7.2.1. PHASE 1: CONCEPT DESIGN (Schematic Design)

7.2.2. PHASE 2: PRICING STUDY (Design Development)

7.2.3. PHASE 3: PERMITS/ CONSTRUCTION /ADMINISTRATIVE (Construction Documentation and CA services)
8. REFERENCES

I __________________________________________ being of __________

(Name/Title) __________________________________ (Name of Company)

Hereby give Florida Virtual School authorization to check our company’s previous performance.

Authorizing Signature___________________________________________________________

NOTE: All references shall be contacted via an online web form. If you wish to see a copy of the questions please contact the purchasing personnel listed on page one (1) of this document.

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9. **PROPOSAL FORM**

Submit as requested on Section 3.6:

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<th>Phase I – Concept Design</th>
<th>Phase II – Pricing Study</th>
<th>Phase III – Permits/Construction/Administrative</th>
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Appendix A

Vendor’s Statement of Qualification

Please provide written responses to the following questions. If the answer to any of the questions is “Yes”, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract?     Yes   No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?     Yes   No

3. Has an uncompleted contract been assigned by Vendor’s surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?     Yes   No

4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?     Yes   No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm’s financial position or future viability?     Yes   No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?     Yes   No

7. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies.

8. Provide the following financial information:

   $ ____________________________  Earnings before Interest & Taxes
   $ ____________________________  Total Assets
   $ ____________________________  Net Sales
   $ ____________________________  Market Value of Equity (Common & Preferred Stock)
   $ ____________________________  Total Liabilities
   $ ____________________________  Current Assets
   $ ____________________________  Current Liabilities
   $ ____________________________  Retained Earnings

Authorized Representative’s Signature

Company Name
Appendix B

Acknowledgement of Business Type

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

BUSINESS ADDRESS OF PROPOSER:

Address

City, State, Zip Code

Telephone No.   Fax No.

SIGNATURE OF PROPOSER

If an Individual: 

Signature

doing business as 

If a Partnership:

by: 

Partner Signature

If a Corporation:

Corporate Name

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

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

by: 

Signature

Title:

Attest: (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF:            COUNTY OF:             

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

who is personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE:

NOTARY NAME, PRINTED, TYPED OR STAMPED:

Commission Number: My Commission Expires:
STATEMENT OF AFFIRMATION AND INTENT

TO: FLORIDA VIRTUAL SCHOOL, PURCHASING DIVISION

PROJECT: _____________________________________

DATE: ______________________

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

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

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

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

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

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

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

_________________________________________ Date
Signature of Authorized Firm Representative

_________________________________________ E-mail Address
Name and Title of Authorized Firm Representative

_________________________________________
Name of Firm

_________________________________________
Address, City, Zip

_________________________________________
Telephone Number Fax Number

_________________________________________
Sworn to and subscribed before me this _____ day ____________ of 2007.

_________________________________________
Notary Public Commission Expiration Date
Appendix E

ADDENDA FORM

The signer of this proposal guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Florida Virtual School or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

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

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<tr>
<th>ADDENDUM NO</th>
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Date: ..................................................................................................................

Name of Organization: ..........................................................................................

Name: ..................................................................................................................

Title ....................................................................................................................

Signature ............................................................................................................

DISPUTE RESOLUTION CLAUSE

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer representative.

Representative’s Name: ......................................................................................

Telephone Number: ..........................................................................................

FLVS representative will be the Purchasing Manager.
FAIR LABOR STANDARDS ACT - "HOT GOODS"

The undersigned hereby certify that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to the School District.

Company Official Signature: ________________________________

Date: ________________________________

PUBLIC ENTITY CRIMES

Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted Vendor(s) list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor(s), supplier, sub-vendor(s) 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 Florida Statute 287.017 for category two for a period of 36 months from the date of being placed on the convicted Vendor(s) list."

Company Official Signature: ________________________________

Date: ________________________________

FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

The prospective lower tier ($25,000) participant certifies, by submission of this proposal, 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.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Official Signature: ________________________________

Date: ________________________________
Appendix G

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Company Official Signature:

__________________________________________________________________________

Date:

__________________________________________________________________________
Appendix H

PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS

Contractor/Vendor agrees to comply with the Florida Public Records Act to the fullest extend applicable, and shall, if this engagement is one for which services are provided on behalf of Florida Virtual School by doing the following:

1. Contractor/Vendor shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Contractor/Vendor shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at the cost that does not exceed that provided in Chapter 119, Florida Statues or as otherwise provided by law.
3. Contractor/Vendor shall ensure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Contractor/Vendor shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Florida Virtual School.

The parties agree that if the contractor fails to comply with a public records request, then Florida Virtual School must enforce the contract provisions in accordance with the contract and as required by Section 119.0701. Florida Statues.

Company Official Signature:

Date:
Master Service Agreement for

MSA Number:

1. This Contract is entered into between FLVS and the Contractor named below:
   
   Entity Name
   Florida Virtual School
   
   Contractor's Name
   
   (hereafter called FLVS)
   
   (hereafter called Contractor)

2. Maximum Amount of this Contract: $________________

3. Authorized Person to Receive Contract/Approval Notices for FLVS:
   
   Name:
   
   Title:
   
   Email:
   
   Telephone:

   Authorized Person to Receive Contract Notices for Contractor:
   
   Name:
   
   Title:
   
   Email:
   
   Telephone:

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

   Attachment 1 – FLVS Standard Contract Terms and Conditions for Services
   
   Attachment 2 – Solicitation (referenced above)
   
   Attachment 3 – Contractor’s Final Response

Authorized Contractor representative(s) has read the foregoing document and, by executing this Master Service Agreement, agree and accept such terms effective as of the date indicated below the Contractor's signature.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5. Contractor

   Contractor’s Name (If other than an individual, state whether a corporation, partnership, etc.)

   By (Authorized Signature) __________________________ Date Signed __________

   Printed Name and Title of Person Signing __________________________

   Address __________________________

6. FLVS

   FLVS Name

   By (Authorized Signature) __________________________ Date Signed __________

   Printed Name and Title of Person Signing __________________________

   Address __________________________
WHEREAS, FLVS and Contractor have agreed for Contractor to provide Salesforce Consulting Services in accordance with the terms and conditions described herein;

NOW, THEREFORE, in consideration of the mutual representations and covenants contained herein, the parties agree as follows:

1. SCOPE OF CONTRACT. Contractor’s Responsibilities. As described in detail in Attachment 2.

2. PAYMENT. FLVS shall pay Contractor for the services described above according to the rate and schedule in the attached statement of work (SOW). Payment shall be made in a manner mutually agreeable to the parties in compliance with applicable laws, rules and regulations. Payments made to the Contractor may be by a Visa Purchasing Card.

The Deliverables specified in the Agreement must be received and accepted in writing by FLVS’s Controller before Contractor is entitled to payment. FLVS shall pay Contractor the fees for services as per Florida state statute net forty-five (45) days of receipt of invoice.

3. INDEMNITY. Contractor shall indemnify and hold harmless FLVS, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Agreement. The indemnification shall include reasonable attorney fees and costs incurred by FLVS, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.

Both parties recognize that the Florida Legislature has waived sovereign immunity for liability for torts, but only to the extent specified in § 768.28, F.S.

4. TERM AND TERMINATION.
   4.1 Term. This Agreement shall be in effect from 2014-2015 with optional four (4) one (1) year renewal on the date hereof and shall terminate when Contractor has completed the duties described in the scope of work. This Agreement may be cancelled by written agreement of FLVS and the Contractor specifically referencing this Agreement. Such agreement shall specify the remaining measures necessary to be taken by each party.

   4.2 Termination Based on Breach. FLVS may terminate the Agreement if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of FLVS. The rights and remedies of FLVS in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

   If Contractor terminates this Agreement or if FLVS terminates this Agreement for breach, Contractor shall not receive any payment for any services. Furthermore, Contractor will be liable for difference in the increased cost, if any, FLVS would incur for similar services from another person.

   4.3 Termination Based on Convenience. FLVS, by written notice to the Contractor, may terminate the Agreement in whole or in part when FLVS determines in its sole discretion that it is in its best interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

   4.4 Other Termination. The employment of unauthorized aliens by any contractor is considered a violation for § 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.

   4.5 Under no event shall FLVS be required to pay Contractor any fees should this Agreement be terminated for any reason.

   4.6 Applicable Law. This Agreement Shall Be Deemed To Have Been Entered Into In The State Of Florida, United States of America, And Shall Be Interpreted And Construed In Accordance With The Laws Of The State Of Florida And The United States Applicable To Agreements Executed And To Be Fully Performed Therein. Venue For Purposes Of Any Action Brought To Enforce Or Construe This Agreement Shall Lie In Orange County, Florida.

5. MISCELLANEOUS.
   5.1 Notice and Service. All notices or requests, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing and shall be sent by recognized commercial overnight courier, or mailed by United States registered or certified mail or facsimile. Notices shall be effective upon receipt. Notices shall be sent to the parties listed on page one (1) of this Agreement.
5.2 Captions. All indices, titles, subject headings, section titles and similar items contained in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning, content or scope of this Agreement.

5.3 Binding Agreement; Assignments. Neither party shall assign this Agreement or any of the rights hereunder or assign or delegate any of the obligations hereunder, without the prior written consent of the other.

5.4 No Exclusive Remedy. Except as set forth herein, all remedies, rights and obligations contained in this Agreement shall be cumulative and none of them shall limit or preclude any remedy or right available under this Agreement or at law or in equity.

5.5 Rights to Data: All rights, title and interest in and to any Work Product, including but not limited to, written materials, video, graphics or other multimedia materials, computer programs, processes or other intellectual property developed under this Agreement or any Statement of Work (collectively, ”Work Product”) will belong solely to FLVS, including all copyrights and other intellectual property rights. All Work Product is specially commissioned by FLVS and a work-made-for-hire, and as such, FLVS will own all copyrights in the Work Product pursuant to Florida Statutes 1002.37(2) (c). Any funds realized from patents, copyrights, trademarks or licenses shall be used to support the school’s research and development activities in order to improve courseware and services provided to students.

5.6 Public Records Act/Chapter 119 Requirements. Contractor/Vendor agrees to comply with the Florida Public Records Act required to keep confidential any data which is or becomes p

5.7 Various Provisions. Pursuant to § 287.058(1), F.S.: (a) bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof; (b) travel expenses will be reimbursed only if expressly authorized by the terms of the Agreement. Bills for any travel expenses shall be submitted in accordance with § 112.061, F.S.; (c) FLVS may unilaterally cancel this Agreement if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Agreement that are subject to Chapter 119, F.S., and are not exempt from public inspection by § 119.07(3), F.S., or by other provisions of general or special law; (d) the Deliverables specified in the Agreement
Appendix I - Sample Contract

must be received and accepted in writing by FLVS’s contract manager before Contractor is entitled to payment; and (e) to complete this Agreement, all services must be performed and/or goods received on or before the date(s) specified in the Agreement.

5.8 Jessica Lunsford Act. Contractor shall be compliant with the Jessica Lunsford act for the duration of this Agreement. Contractor, Contractor's personnel, employees, and sub-contractor(s) who are permitted access on school grounds when students are present, who have direct contact with students, students records and/or data or who have access to or control of school funds must meet level 2 fingerprinting background screening requirements. Contractor shall assign no person to perform work hereunder who has any form of criminal record without prior written authorization of FLVS.

5.9 Request for Payment. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of § 68.082, F.S., pertaining to false claims against the State, and/or § 837.06, F.S., pertaining to false official statements.

5.10 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter thereof and supersedes any and all other agreements, written or oral, that the parties heretofore may have held with respect to the subject matters herein. No amendment, modification or waiver of the terms of this Agreement shall be binding unless reduced to writing and signed by both parties.

5.11 Intellectual Property Ownership. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees to and does hereby assign to FLVS all copyright rights and all other intellectual property rights in each work created for FLVS under this MSA as such rights are defined in any jurisdiction throughout the world, and further agrees to execute all documents that may be necessary to confirm FLVS' ownership of such rights.

5.12 Copyrights. The Contractor further warrants that as to each deliverable provided pursuant to this Agreement, Contractor's production of the deliverable, and FLVS’s use of the deliverable, will not infringe upon the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C § 102-105 and to each exclusive right established in 17 U.S.C. § 106. In furtherance of this provision, Contractor additionally warrants that as to each image and sound recording incorporated into a deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

5.13 Lobbying. Pursuant to § 216.347, F.S., no funds paid under this Agreement may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

5.14 Insurance. The Contractor shall provide all insurance as required herein.

5.14.1 General Liability Insurance: (Check One) Required ☒ Not Applicable ☐

The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of $1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add FLVS as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor’s operations under this Agreement and shall be effective throughout the Term of this Agreement. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Agreement. A Certificate of Insurance indicating adequate coverage shall be submitted to FLVS prior to the time the Agreement is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.

5.14.2 Worker's Compensation Insurance: (Check One) Required ☒ Not Applicable ☐

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

5.14.3 Automobile Liability Insurance: (Check One) Required ☒ Not Applicable ☐

Automobile Liability Insurance shall be maintained, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars $1,000,000 combined single limit each accident for bodily injury & property damage liability.
5.14.4 Cyber Liability including: (Check One) Required ☒ Not Applicable ☐ Technology Errors and Omissions, Cyber Extortion, Media Liability, Telecommunications Errors and Omission, Network Security, or Multimedia Professional Liability which ever applies not less than One Million Dollars $1,000,000

5.14.5 Professional Liability Insurance: (Check One) Required ☒ Not Applicable ☐ The Contractor must carry professional liability insurance, which shall be a minimum of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate.

5.15 Access. The Contractor shall grant access to all records pertaining to the Contract to FLVS’s Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer. The Contractor shall permit onsite access visits by designated FLVS employees or agents to conduct audits to ensure compliance with § 20.055, F.S. These audits may require FLVS access to records and data, computers or communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Contractor’s equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor’s networks.

5.16 Severability. In the event any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

5.17 Assignment. The Contractor shall not assign or subcontract all or any portion of this Agreement without the prior written consent of FLVS.

5.18 Default. Failure of FLVS to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking action in connection therewith, does not waive such default. FLVS shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Agreement, at law, or in equity. No FLVS waiver of any term, provision, condition or covenant of the Agreement shall be deemed to imply or constitute a further FLVS waiver of any other term, provision, condition or covenant of the Agreement and no payment by FLVS shall be deemed a waiver of any default under the Agreement.

5.19 Miscellaneous. FLVS and the contractor waiver application of the principle of contract construction that ambiguities are to be construed against a contract’s drafter, and agree that this Agreement is their joint product. FLVS and the Contractor agree that they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so. Time is of the essence with regard to each and every obligation of the Contractor contained in the Agreement. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the un timely performance thereof) shall constitute a material breach.

5.20 Force Majeure. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify FLVS in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against FLVS. The Contractor shall not be entitled to an increase in the Agreement price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless FLVS determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the State or to FLVS, in which case FLVS may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Agreement quantity, or (3) terminate the Agreement in whole or in part.

5.21 Venue. Venue for any cause of action arising hereunder shall be in the Federal or State Court of Orange County, Florida.
Appendix I - Sample Contract

ATTACHMENT 2
FLVS STANDARD CONTRACT

Solicitation

[Attach RFX]
Appendix I - Sample Contract

ATTACHMENT 3
FLVS STANDARD CONTRACT

Contractor's Response

[Attach Contractor's Response to the RFX]