



**PURCHASING DEPARTMENT  
REQUEST FOR QUALIFICATIONS**

**DATE:** **October 13, 2015**

**RFQu DUE DATE:** **November 3, 2015**

**RFQu DUE TIME:** **2:00 PM EST**

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

**RFQu TITLE:** **FLVS Online Curriculum Development Services**  
(FLVS Online Curriculum Development Services to include: HTML/XML Development, Content/Assessment Item Creation, Web-based Digital Image/Video/Audio Production, Interactive Components, Mobile Content and Ancillary Services)

**RFQu NUMBER:** **RFQu-2015-7099-9330-KS 2**

**LOCATION:** **Florida Virtual School  
Purchasing Department  
2145 Metro Center Blvd., Suite 200  
Orlando, Florida 32835**

**DIRECT ALL INQUIRES TO:** **Karen Stolarenko  
Procurement Analyst  
kstolarenko@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**

*Karen Stolarenko*  
**Procurement Analyst**

FLORIDA VIRTUAL SCHOOL  
REQUEST FOR QUALIFICATIONS  
RFQu-2015-7099-9330-KS 2  
FLVS Online Curriculum Development Services

Sealed proposals to establish a contract for FLVS Online Curriculum Development Services will be received by Florida Virtual School, in the Purchasing office on the first floor, 2145 Metro Center Boulevard, Suite 100, Orlando, Florida 32835, until Monday, November 3, 2015 at 2:00PM EST.

Please note that receipt of response means DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE PURCHASING OFFICE. Responses 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. Responses must be delivered in a SEALED package with the RFQu name, RFQu number, and opening date/time clearly marked on the outside of the package. (See Instructions to Proposer, paragraph number 3.11).

All visitors are required to check-in at the Reception Desk on the 2nd floor. If you are hand delivering a response, 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 Respondents:** The Metro Center 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 1st 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 in a legible manner so that there will be no doubt as to the intent and scope of your response. No oral, telegraphic (facsimile/scanned), telephone proposals or modifications to proposals, will be accepted.

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

FLVS Online Curriculum Development Services  
RFQu-2015-7099-9330-KS 2

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## 1. OVERVIEW

- 1.1. Purpose: Florida Virtual School (FLVS), hereafter referred to as the "district" or "FLVS", is **soliciting vendors to establish a Vendors Qualifying List for the listed services**. The award will be to the most qualified respondent(s) as determined by an evaluation committee. The final award will be based on FLVS Board of Trustees approval.
- 1.2. The goal of this solicitation is to identify additional vendors to create engaging curriculum components for FLVS courses through HTML5, JavaScript, XML, video, audio, 3D animation, Augmented Reality, interactive and mobile applications. In addition, technology services such as course conversion (LMS to LMS, transferring content into Learning Objects, metadata tagging, etc.) will be required as business needs dictate. Vendors may submit to one or multiple categories in this RFQu. One of the key deciding factors will be identifying vendors that can provide highly interactive and engaging products that impact student success. Vendors may respond and request to develop entire courses (both design and content), only design, only content, or elements within a course project, i.e. interactives, mobile applications, etc., or provide ancillary services as specified. FLVS may award to one or multiple respondents depending on what each respondent can provide FLVS.
- 1.3. District Profile: [Florida Virtual School](#)® (FLVS®) is a fully accredited, statewide public school district with a 17-year history of successfully educating students. An award-winning, international leader in online learning, FLVS offers more than 140 free courses to Kindergarten–Grade 12 public, private, and homeschool Florida students.

Founded in 1997, FLVS was the country's first, statewide Internet-based public high school. Today, FLVS serves Kindergarten-12 students and provides custom solutions for schools and districts. Since 1997, FLVS students have successfully completed more than 2 million semester enrollments.

FLVS Global was established in 2000 as the national and international arm of Florida Virtual School. FLVS Global has proudly served students and provided courseware, training, and expertise to a variety of online and blended learning programs in all 50 states and more than 65 countries. Services include Global School, professional development, course licensing, and custom development for schools, districts, states, and international agencies.

- 1.4. Project Background: In 2015, FLVS released and awarded the original Request for Qualifications to establish a pool of vendors for online curriculum course development projects with the stipulation that FLVS would have the flexibility to re-open the solicitation every six months to increase the vendor pool without having to re-qualify the existing vendors awarded under this contract. Although the categories have been modified to address the constant changes in technology and organizational needs, the qualifications listed within are a reflection of the current needs of the organization to assist in the development of curriculum course content and FLVS reserves the right to re-open this solicitation at any point to add additional vendors in order to run concurrent projects.

## 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 Request for Qualifications.

2.2 **General Requirements Part A** – The following factors will be considered when evaluating responses:

Respondent's capability to provide the products and services listed below.

All Work – Minimum Components		
Ref #	Description	Will Comply or N/A
2.2.1	Respondent will provide a minimum of <b>three (3)</b> samples of work for each category that they are responding to as proof of qualification.	
2.2.2	Respondent will provide Quality Assurance testing on all course materials including assessments. FLVS staff will not be used to QA products <b>(if applicable)</b>	
2.2.3	Respondent will warrantee their work for twelve months and will abide by the SLA outlined in the free response below.	
2.2.4	Respondent will have an error submission, tracking and resolution process in place for reporting and solving problems with course content and/or operation after delivery to FLVS. This will be in place for the length of the contract with FLVS plus twelve months after the delivery of the final product. <b>(if applicable)</b> .	
2.2.5	Respondent will not include any external materials (links to external sites or materials owned by another party) in the course(s) unless previously agreed upon in writing by FLVS.	
2.2.6	Respondent will provide a dedicated, experienced project manager to the project. Preference will be given to firms who use PMI or similar standards certified personnel. Respondent will provide FLVS business hours access to this point person, <b>(if applicable)</b> .	
2.2.7	Respondent will deliver course materials that adhere to the FLVS Course Development Guidelines (See <b>Appendix I.</b> )	
2.2.8	Respondent will deliver all source files to FLVS on the prescribed medium (see each section below) and will guarantee that the content is solely owned by FLVS free of any restrictions for future licensing.	

2.2.9	Respondent will deliver course and assessments according to the Priority 1 Level for Section 508 Compliance and Accessibility as listed in the FLVS Course Development Guidelines (See <b>Appendix I</b> ), WCAG 2.0 level A and AA < <a href="http://www.w3.org/WAI/WCAG20/quickref/">http://www.w3.org/WAI/WCAG20/quickref/</a> > and as allowed by the delivery technologies (mobile, gaming consoles, etc.), <b>(If applicable)</b>	
2.2.10	Respondent can deliver a proof of concept upon selection via the RFQu process within 60 days.	
2.2.11	Respondent will submit invoices for services rendered after each agreed upon milestone once FLVS conducts project milestone reviews.	

**2.3 General Requirements Part B** – Please copy these questions into your response and provide detailed answers.

Ref #	Description
2.3.1	Describe the time commitment for initial and ongoing training, mentoring, and support that you expect from FLVS employees to enable your company to provide this content. Describe how your contact will interact with FLVS employees.
2.3.2	If applicable, describe your Quality Assurance methods and team. Include QA methods for all types of course content that you propose to provide. Describe your method for FLVS Submission of errors after delivery of content, how you will track the submissions through resolution, and log changes.
2.3.3	Submit at least three (3) examples of educational content that your firm has produced being sure to include all types of content for which you are bidding. It is preferred that you provide a URL that we can access to view this work. <ul style="list-style-type: none"> <li>Identify how you included 21st Century Skills design qualities and considerations within the content.</li> <li>Identify the Learning Strategy or pedagogy that your firm adhered to when creating the content.</li> </ul>
2.3.4	Please describe other services your company can offer in content design and development not covered by this Request for Qualifications.
2.3.5	Describe your typical timetable and method for development and delivery of proposed educational content including time estimations for training, requirements gathering, proof of concept, initial delivery, review, and edits.

**2.4** If respondent complies with all or part of the above requirements, they will be evaluated using the below metrics

<i>Evaluation Criteria</i>	<i>Weight</i>
<b>Experience</b>	15
<b>Quality of Sample Work</b>	50
<b>Customer Base</b>	10
<b>References</b>	25
<b>TOTAL</b>	<b>100%</b>

- 2.5 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 of Trustees. However, it is anticipated that the review/evaluation process will be completed in a timely manner as noted below. The Purchasing Division will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined.
- 2.6 The award will be made to the Respondent(s) submitting the proposal that best meets FLVS's specifications and requirements. **It is the intent of FLVS to award this contract to multiple Contractors.**
- 2.7 The FLVS intends to have a committee review the responses and make a recommendation to The Board of Trustees on a Respondent or Respondents to provide FLVS Online Curriculum Development Services.
- 2.8 Selection Criteria: This procurement will comply with applicable School Board Policies, State Board Rules, and Florida Statutes. The selection of a service Awardee(s) may be made without discussion with Respondent(s) after proposals are received. Therefore, proposals should be submitted complete with all pertinent information.
- 2.15.1 Oral presentations and negotiations may be conducted with the highest rated Respondent(s). If an agreement is not reached, negotiations will be terminated. Then, the same process may be conducted with the next highest rated Respondent(s). If agreement is not reached, negotiations will be terminated. This process will continue until an appropriate arrangement has been agreed upon or all desirable Respondents have been rejected. No Respondent shall have any rights against FLVS arising from such negotiations.
- 2.15.2 There will be no interim briefing regarding the status of a particular proposal until evaluation of all proposals is complete.
- 2.9 Time Schedule:

Date	Milestone
Tuesday, October 13, 2015	Solicitation Released to the Public
Thursday, October 22, 2015 (at 2:00 PM EST)	Last Day to Request Additional Information or Clarification
Tuesday, November 3, 2015 (at 2:00 PM EST)	Proposal Due Date

### 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 RFQu to which they pertain. Please submit one (1) unbound original along with one (1) exact duplicate (bound) for a total of two (2) and **one electronic copy on a Flash Drive** for document management purposes. **Proposals must be bound in a three ring binder (with the exception of existing vendors previously awarded under this contract).** 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 response, 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 Respondent that provides information regarding the company's interest in and ability to perform the requirements of this RFQu. Clearly demonstrate your Respondent's familiarity with FLVS Online Curriculum Development 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 Respondent 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.
- 3.3. Include under **Tab 1** the following signed forms in the specified order for administrative purposes (***An original form and manual signature is required***).
  - 3.3.1. Proposal Service Identification Form (Appendix J)
  - 3.3.2. Cover Letter (As stipulated above)
  - 3.3.3. Statement of Affirmation and Intent (Appendix C)
  - 3.3.4. Mutual Non-Disclosure Agreement (Appendix D)
  - 3.3.5. Addenda Form/Dispute Resolution Clause (Appendix E)
  - 3.3.6. Fair Labor Act "Hot Goods"/Public Entity Crimes/Federal Debarment Certifications (Appendix F)
  - 3.3.7. Drug Free Workplace (Appendix G)
  - 3.3.8. Certificate of Liability Insurance
  - 3.3.9. Request for Waiver of General Liability Insurance **if eligible (Appendix K)**
- 3.4. **Tab 2 – Qualifications:** Summarize the qualifications of the Respondent. 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.

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

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

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

3.4.1.3. 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 Respondent. **OR**

3.4.1.4. 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.

3.5. Type of Business (Refer to **Appendix B**): The Respondent shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Respondent 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.

3.5.1. If the Respondent is a corporation, provide a copy of the certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.

3.5.2. Provide the Federal Employer Identification Number of the Respondent. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.

3.5.3. Principals: The Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in the respondent's firm.

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

3.5.5. Drug-Free Workplace: If applicable, provide a statement concerning the Respondent's status as a Drug-Free Work Place. (**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.

3.5.6. Conflict of Interest Statement: See "Statement of Affirmation and Intent" (**Refer to Appendix C**) included in this package

3.6. **Tab 3 – References:** See Section 6, Item 6.4. Please provide three (3) references (preferably governmental references). 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 Respondent should include under this tab, in tabular form, summary information for

all contracts of similar size and scope performed by the Respondent, or team, within the past five (5) years. Information provided for each job shall include:

- 3.6.1. Contract/Project Name/Description
- 3.6.2. Agency/Department/Office for which performed
- 3.6.3. Dates of the contract
- 3.6.4. Owner's contract/Project manager or other representative
- 3.6.5. Consultant's role and level of involvement
- 3.6.6. Contact person
- 3.6.7. Dollar value of the contract
- 3.6.8. Present status of the engagement.
- 3.6.9. The firm's key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFQu.

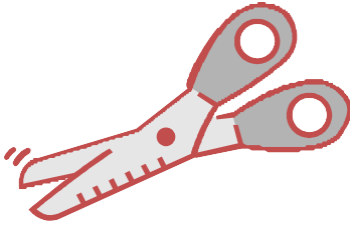
FLVS reserves the right to contact any and all references and to obtain, without limitation, information on the Respondent's performance on the listed jobs.

- 3.7. **Tab 4 - Scope of Services:** The Respondent must acknowledge agreement with the specific requirements of the items in Section 7 and provide reports and/or samples of work as proof of qualification and experience. Indicate any exceptions to the scope of services of the RFQu or alternatives for FLVS to consider. Summarize your approach and understanding of the services and any special considerations of which FLVS should be aware.
- 3.8. **Tab 5 – Small Business Participation:** FLVS encourage participation of small business enterprises in the provision of goods, services. If third-party agreements are necessary for the Awardee(s) to complete this contract, FLVS recommends using a certified small business.
  - 3.8.1. Indicate your status as a small business, or provide your plan to incorporate small businesses in the project. Provide evidence (copies) of any certifications.
- 3.9. **Tab 6 – Customer Support Services:** Explain your company's policy regarding quality assurance/quality control.
- 3.10. **Tab 7 – Appendices:** The content of this tab is left to the Respondent's discretion. However, the Respondent should limit materials included here to those that will be helpful to FLVS in understanding the services provided for this specific contract.

3.11. **SUBMISSION REQUIREMENTS:** Each response envelope/box shall be sealed and identified as specified below:

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFQ<sub>u</sub> REPLY PACKAGE(S).**

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



**DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN**

RFQ <sub>u</sub> NO.: RFQ <sub>u</sub> -2015-7099-9330-KS 2		FLVS Online Curriculum Development Services
TO BE OPENED:	<b>Monday, November 3, 2015 at 2:00 PM EST</b>	
FROM:		
Deliver To:	<b>Florida Virtual School Attn: <b>Karen Stolarenko</b> Purchasing Division 2145 Metro Center Boulevard, Suite 100 Orlando, FL 32835</b>	

3.12. **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 Request for Qualification document. If you are submitting this form, then only this form needs to be returned, please do not return the entire RFQu package. This information will assist the Purchasing Division in the preparation of future solicitations.

FLORIDA VIRTUAL SCHOOL  
ATTN: **KAREN STOLARENKO**  
PURCHASING DIVISION  
2145 METRO CENTER BOULEVARD, SUITE 200  
ORLANDO, FL 32835  
[KSTOLARENKO@FLVS.NET](mailto:KSTOLARENKO@FLVS.NET)

RFQu-2015-7099-9330-KS  
RFQu NAME: FLVS ONLINE CURRICULUM COURSE DEVELOPMENT 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 PRODUCT SCHEDULE DOES NOT PERMIT US TO PERFORM

UNABLE TO MEET SPECIFICATIONS

UNABLE TO MEET BOND REQUIREMENTS

UNABLE TO HOLD PRICES FIRM THROUGHOUT THE TERM OF THE CONTRACT PERIOD

UNABLE TO MEET INSURANCE REQUIREMENTS

OTHER, PLEASE EXPLAIN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

#### 4. INSTRUCTIONS TO RESPONDENT

- 4.1. Upon the issuance of this RFQu, all contact with the FLVS **must** be made through the purchasing agent named on the first page. The Respondent **must** limit communication with the designated contact to the means specified in this document. Other employees and representatives of FLVS and the participating agencies are instructed not to answer questions regarding the RFQu or otherwise discuss the contents of the RFQu with the Respondents or its representatives. Any contacts made with other employees and representatives of FLVS will be reported and forwarded to Purchasing. Respondents 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. Respondents 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 Karen Stolarenko, Procurement Analyst. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential respondents to this RFQu. 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 RFQu will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Respondents must claim the applicable exemptions to disclosure provided by law, in their response to the RFQu, 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. RFQu tabulations with recommended awards will be posted for review by interested parties. Visit <http://www.demandstar.com> for bid/proposal links and in the Purchasing Division Department, at 2145 MetroCenter Boulevard, Suite 100, Orlando, FL 32835 and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Purchasing Division will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay and anticipated posting date and time.
- 4.5. Bid Protests: Any person who is adversely affected by any specification in this Bid or RFQu or any decision or intended decision concerning this Bid or RFQu and who wishes to protest such specification, decision, or intended decision shall file a protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in section 287.022(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.6. Any Respondent in doubt as to the true meaning of any part of this RFQu or related documents may submit a written request for clarification to the **Procurement Analyst**, at the address indicated below (Section 4.6.3), by **Thursday, October 22, 2015 @ 2:00PM EST**. Any interpretation to a Respondent shall be made only by addendum

duly issued. All Addenda will be posted and disseminated by Demandstar (<http://www.demandstar.com>).

- 4.6.1. Questions must be received before 2:00 p.m. EST on Thursday, October 22, 2015. 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 Respondent to determine if addenda were issued and, if so, to download such addenda from Demandstar for attachment to the proposal.
- 4.6.3. All inquiries must be in writing, either emailed to the Procurement Analyst named below. The request must contain the Respondent's name, address, telephone/fax numbers, and email address. After thoroughly reading this RFQu, Respondents may direct questions, to:

**Karen Stolarenko**

Purchasing Department  
Florida Virtual School  
2145 Metro Center Blvd., Suite 100  
Orlando, FL 32835  
[kstolarenko@flvs.net](mailto:kstolarenko@flvs.net)

- 4.7. FLVS will attempt to respond to all inquiries within 24 hours of receipt. Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the proposal due date. Respondents should not rely on any statements other than those made in this RFQu or written response to questions and/or addendum to this RFQu. If appearance of a conflict between the RFQu and any addenda issued, the last addendum issued will prevail.
- 4.8. All responses must be prepared and submitted in accordance with the instructions provided in this RFQu. Each response received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFQu. A responsive proposal is one that follows the requirements of the RFQu, 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. One (1) bound copy plus the unbound original, for a total of two (2) proposals, are to be submitted in sealed envelopes (use the label provided in section 3.11), which bear the name, address, and telephone number of the Respondent.
- 4.10. FLVS will receive sealed responses until the date and time indicated on this proposal cover. Responses must be delivered to the Procurement Office at the stated address and will be recorded at the stated date/time. Responses must be delivered in sealed envelopes, clearly marked on the outside as to proposal name, proposal number, and opening date. Responses received in unidentifiable envelopes are sent at the Proposer's risk. Responses received after the date/time indicated on the proposal cover will be date/time stamped received and returned to the Respondent unopened. It will be the Respondent's responsibility to get the proposal to the correct location and on time. Please note that the official clock, for the purpose of receiving responses, is located in the Procurement Department.
- 4.11. Purchase Order: The award of the proposal shall not constitute an order. Before any shipments are made or services rendered, Respondent must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.

## 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 RFQu; postpone or cancel, at any time, this RFQu process; or waive any irregularities in this RFQu, or in the proposals received as a result of this RFQu. 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 Respondent. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Respondent.
- 5.3. FLVS may require the Respondent to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Respondents 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 RFQu and the related responses of the selected Respondent(s) will constitute the basis of the formal contract between the Respondent(s) and FLVS. No modification of this RFQu, 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 RFQu. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFQu, FLVS shall immediately notify Awardee(s) of such occurrence and this RFQu 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 RFQu are subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of FLVS. Further, all Respondents must disclose the name of any FLVS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Respondent 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. Respondents, 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 Respondent fail to enter into a contract with FLVS, on the basis of the submitted proposal by said Proposer, the Respondent 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. The Proposer(s) or Awardee(s) agree that any and all notices, pleadings, and processes may be made by serving two (2) copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing, by return mail, an additional copy of the same to the Proposer(s) or Awardee(s) at the address shown herein. That said, service shall be considered as valid personal service and judgment may be taken if, within the time prescribed by Florida Law or Rules of Civil Procedure, Appearance, Pleading, an answer is not made.
- 5.14. **The contract terms and conditions stipulated in this RFQu 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 responses will be considered. ***Respondents 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 Respondent without prior written consent of the School. The Respondent 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 RFQu that the submission of any proposal, in response to this advertised request, shall constitute a response made under the same conditions, for the same contract price, and for the same effective period as this proposal to all public entities if they so request.
- 5.17. All accounting and invoicing correspondence must reference the 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 Respondent activities.

- 5.18.2. General Liability Insurance of not less than One Million (1,000,000) per occurrence and Two Million (2,000,000) 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.
- 5.18.2.3. See **Appendix K** for waiver of general liability insurance
- 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.
- 5.18.3.1. See **Appendix K** for waiver of general liability insurance
- 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 combined single limit each accident for bodily injury & property damage liability.
- 5.18.4.1. See **Appendix K** for waiver of general liability insurance
- 5.18.5. Executive Coverage: The Awardee(s) shall maintain, Executive Coverage including Employment Practices Liability, Directors and Officers Liability and Crime Coverage in the amounts not less than \$1,000,000 endorsed with 3rd party liability with a maximum deductible of \$10,000.00
- 5.18.6. Cyber Liability including: 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

- 5.19. 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 Respondents shall, in addition to any other obligation to indemnify Florida Virtual School and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- 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 Respondent, without exception shall indemnify and hold harmless the School and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Florida Virtual School. If the Respondent uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. In addition, FLVS shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this 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 Respondent 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). 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 effects 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 Metro Center Boulevard, Orlando, FL 32835. Telephone (407) 513-3334.
- 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 through August 31, 2017.

6.1.1. This contract may be renewed for two (2) additional two (2) year period provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.

6.1.2. It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

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

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 FLVS shall elect 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. Respondent(s) shall include a copy of all applicable licensing with their proposal.

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

6.4. **References:** Please provide three (3) references. The Respondent(s) shall complete the top half of the Reference Form, Section 9 (you must duplicate this form to provide the required number of references). Include the name of the customer, address, contact name, telephone numbers (including facsimile number), and e-mail address. Please include only references within the previous thirty-six (36) months. FLVS may contact these references during the evaluation process. FLVS may utilize other references information on a Proposer's capability to determine performance history. Negative references, in FLVS sole discretion, may be cause for disqualification of Proposer.

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, in order to be in compliance with the Jessica Lunsford Act, Contract Awardees will be required to be fingerprinted as required by Section 1012.465 of the Florida State Statutes. The Technical Assistance paper for the Jessica Lunsford Act can be accessed at <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.

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 RFQu, 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

7.1. Florida Virtual School (FLVS) is seeking proposals from respondents who can respond to all services components (course design & development, web development, design, mobile app development, game development, assessment writing, content writing, audio production, video production, photography, animation/VFX, proofreading, copyediting and ancillary services) **or any of the individual components** listed below. A respondent must be able to meet all specific requirements listed below if responding to that section and elsewhere in this document. The response shall demonstrate that the Respondent has the capability, experience and expertise necessary to provide professional course materials or services. All respondents **must** submit three (3) samples of work along with their proposal to be evaluated properly for each category. Optionally, respondents may submit typical pricing structure applicable for each category.

### 7.2. Course Design & Development – Minimum Components

To include but not limited to:

- **Page design and development**
- **Lesson writing and design**
- **Summative and Formative Assessment Creation**
- **Interactive Creation**

**Required:** If responding to course design and development content, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.2.1	Respondent will create and edit content pages, assets and assessments per the FLVS Course Development Guidelines using approved web development technologies.	
7.2.2	Respondent will ensure all assets have copyright cited appropriately and are able to be delivered through FLVS and resold.	
7.2.3	Respondent will perform quality assurance on all work prior to submitting to FLVS for approval utilizing the FLVS Course Development Guidelines.	
7.2.4	Respondent will upload course content, assets and assessments to FLVS systems as requested.	
7.2.5	Respondent will write and upload course source files and/or documentation to FLVS databases, intranet sites and/or other FLVS designated storage areas as requested.	



7.3. **Web Development Minimum Components:**

To include but not limited to:

- **Programming**
- **Course Conversions**

**Required:** If responding to creating online files, the following minimum components **must** be met:

Ref #	Description	Will Comply or N/A
7.3.1	Respondent will create and edit content pages and assets per the FLVS Course Development Guidelines using approved web develop technologies.	
7.3.2	Respondent will provide staff with a minimum technical skill level per the intermediate and advanced technical skills outlined in Section 2.	
7.3.3	Respondent will perform quality assurance on all work prior to submitting to FLVS for approval utilizing the FLVS Course Development Guidelines.	
7.3.4	Respondent will develop content as Learning Objects, with applicable standards tagging, metadata, and assessments ( <b>if required.</b> )	
7.3.5	Respondent will upload course content, assets and assessments to FLVS systems as requested.	
7.3.6	Respondent will write and upload course source files and/or documentation to FLVS databases, intranet sites and/or other FLVS designated storage areas as requested.	
7.3.7	Respondent will deliver source files to FLVS in the specified format.	
7.3.8	Please describe how you can meet each of the required development components. Provide examples of previous work where applicable.	

#### 7.4. Design - Minimum Components:

Please describe how you can meet each of the required mobile components.

To include but not limited to:

- **Web Design**
- **Art Direction**

**Required:** If responding to Design content, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.4.1	Respondent will provide relevant samples of previous design work.	
7.4.2	Respondent will provide storyboards, wireframes or rough layout designs prior to proceeding with final design work.	
7.4.3	Respondent will deliver final source files in the requested format.	

7.5. **Mobile App Development – Minimum Components:**

**Required:** If responding to mobile content, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.5.1	Respondent will provide Consulting on definition of production and delivery objectives for mobile content.	
7.5.2	Respondent will create mobile content using full graphic design, programming and/or other approved technology as specified by the project and staff to support professional mobile content production.	
7.5.3	Respondent will provide consulting and planning for LMS integration needs for mobile content. LMS specifications will be provided based on the project.	
7.5.4	Respondent will provide consulting on delivery technology and methodology for mobile solutions.	
7.5.5	Respondent will fully define, describe and provide examples of previous mobile work.	
7.5.6	Respondent is responsible for the hiring of all talent (including actors and voiceover talent) and full production of all audio and video used in the mobile content unless otherwise approved by FLVS in writing. Professional talent needs (adults, teenagers, gender and ethnicity) for audio/image/video will vary as specified by project.	
7.5.7	Respondent will deliver source files to FLVS in the specified format.	
7.5.8	Please describe how you can meet each of the required mobile components. Provide examples of previous work where applicable.	

7.6. **Game Development - Minimum Components:**

Including but not limited to:

- **Simulations**
- **Serious Games**
- **Puzzle Games**
- **Role-play Games**
- **Adventure games**

**Required:** If responding to game development content, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.6.1	Respondent will provide Consulting on definition of production and delivery objectives for mobile content.	
7.6.2	Respondent will create mobile content using full graphic design, programming and/or other approved technology as specified by the project and staff to support professional mobile content production.	
7.6.3	Respondent will provide consulting and planning for LMS integration needs for mobile content. LMS specifications will be provided based on the project.	
7.6.4	Respondent will provide consulting on delivery technology and methodology for mobile solutions.	
7.6.5	Respondent will fully define, describe and provide examples of previous mobile work.	
7.6.6	Respondent is responsible for the hiring of all talent (including actors and voiceover talent) and full production of all audio and video used in the mobile content unless otherwise approved by FLVS in writing. Professional talent needs (adults, teenagers, gender and ethnicity) for audio/image/video will vary as specified by project.	
7.6.7	Respondent will deliver source files to FLVS in the specified format.	
7.6.8	Please describe how you can meet each of the required mobile components. Provide examples of previous work where applicable.	
7.6.9	Respondent will deliver source files to FLVS in the specified format.	
7.6.10	Please describe your experience building game content. Provide a minimum of three (3) examples of previous work.	

## 7.7. Assessment Writing - Minimum Components:

**Required:** If responding to assessment writing, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.7.1	If responding to item creation, describe your assessment validation methods.	
7.7.2	Respondent will fully describe previous work in item writing including work with various item types and any applicable rubrics or scoring guides.	
7.7.3	Respondent will describe the criteria for item writer selection and training and include CV's of current writers with item writing samples.	
7.7.4	Respondent will write all assessment items to appropriate educational standards and cognitive complexity levels as identified by FLVS.	
7.7.5	Respondent will describe how items will be reviewed for content and accuracy, grammar, formatting, readability and grade appropriateness, text complexity, cognitive complexity (depth of knowledge), accessibility and best practices in item writing.	
7.7.6	Respondent will provide copyediting and proofreading of any assessment items based on the FLVS style guide prior to submission for review.	
7.7.7	Respondent will revise items based on feedback from FLVS as needed.	
7.7.8	Respondent will deliver the assessments in FLVS specified format (including, but not limited to, HTML mark-up if needed).	

7.8. **Content Writing - Minimum Components:**

**Required:** If responding to content writing, the following minimum concepts **must** be met: (note that writing assessments is separate from writing content.)

Ref #	Description	Will Comply or N/A
7.8.1	Respondent will provide subject matter expert(s) (SME) for each proposed written course or course asset development project. FLVS will be a part of the selection process for the SME and retains the ability to refuse any candidates that do not demonstrate the required ability or experience. A CV and sample lesson will be provided for any proposed SME performing content writing. All SMEs will be trained in FLVS pedagogy. FLVS will provide this training in a “train the trainer” model to Respondent. Respondent will be required to deliver all subsequent training. (If required)	
7.8.2	Respondent will correlate any lesson content, assignment, and/or assessment item to the educational standards identified by FLVS.	
7.8.3	Respondent will provide copyediting and proofreading of any content prior to submission for review. The bid should include costs for these services.	

7.9. **Audio Production - Minimum Components:**

**Required:** If responding to audio production, the following minimum components **must** be met:

Ref #	Description	Will Comply or N/A
7.9.1	Respondent will create or provide copyright permissions for all audio files produced. All audio files that substantiate or are supplemental to the content must be tagged to academically describe the narrative for Section 508 compliance purposes to the fullest extent possible. Respondent will pay any subscription costs to use copyrighted audio (music, etc.)	
7.9.2	Respondent is responsible for the hiring of all professional talent (including actors and voiceover talent) and full production of all audio unless otherwise approved by FLVS in writing. Professional talent needs (adults, teenagers, gender and ethnicity) for audio will vary as specified by project (if applicable).	
7.9.3	Respondent will adhere to all requirements listed in the FLVS Course Development Guidelines (See Appendix I) from the sections entitled "Content" and "Graphics."	

7.10. **Video production - Minimum Components:**

To include but not limited to:

- **Talent Management**
- **Video production (shooting)**
- **Video post-production (edit)**

**Required:** If responding to producing digital video, the following minimum components **must** be met:

Ref #	Description	Will Comply or N/A
7.10.1	Respondent will create or provide copyright permissions for all videos/images/illustration required by the course creation project. Respondent will pay any subscription costs to use copyrighted images/footage and music licensing in perpetuity (as required)	
7.10.2	Respondent is responsible for the hiring of all talent (including actors and voiceover talent) and full production of all videos unless otherwise approved by FLVS in writing. Professional talent needs (adults, teenagers, gender and ethnicity) for image/video will vary as specified by project. (if required)	
7.10.3	Respondent will adhere to all requirements listed in the FLVS Course Development Guidelines (See <b>Appendix I</b> ) from the sections entitled “Content” and “Graphics.”	
7.10.4	Respondent will deliver source files to FLVS in the specified format.	



7.11. **Photography - Minimum Components:**

**Required:** If responding to photography content, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.11.1	Respondent will write and upload course source files and/or documentation to FLVS databases, intranet sites and/or other FLVS designated storage areas as requested.	
7.11.2	Respondent will ensure all assets have copyright cited appropriately and are able to be delivered through FLVS and resold.	
7.11.3	Respondent will provide relevant samples of previous photography work.	
7.11.4	Respondent will provide test shots or photo style samples and comprehensive shot list prior to shoot.	
7.11.5	Respondent will deliver final source files to FLVS in the requested format.	

7.12. **Animation /VFX - Minimum Components:**

**Required:** If responding to animation/VFX content, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.12.1	Respondent will create or provide copyright permissions for all videos/images/illustration required by the course creation project. Respondent will pay any subscription costs to use copyrighted images/footage and music licensing in perpetuity (as required)	
7.12.2	Respondent is responsible for the hiring of all talent (including actors and voiceover talent) and full production of all videos unless otherwise approved by FLVS in writing. Professional talent needs (adults, teenagers, gender and ethnicity) for image/video will vary as specified by project. (if required)	
7.12.3	Respondent will adhere to all requirements listed in the FLVS Course Development Guidelines (See <b>Appendix I</b> ) from the sections entitled “Content” and “Graphics.”	
7.12.4	Respondent will deliver source files to FLVS in the specified format.	
7.12.5	Respondent will provide storyboards prior to proceeding with final animation/VFX work.	
7.12.6	Respondent will provide relevant samples of previous work.	

7.13. **Proofreading - Minimum Components:**

**Required:** If responding to proofreading, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.13.1	Proofread the previously copyedited course materials after they are uploaded to the website to ensure that no spelling, punctuation or grammatical errors were introduced in the final layout.	
7.13.2	Notate the errors in a spreadsheet or bug tracking system as specified by the project manager.	
7.13.3	Proofreading must align to FLVS Style Guide for Proofreaders and to Chicago Manual of Style, 15th edition.	
7.13.4	Modules (groups of 5-10 lessons), or equivalent batches of content, must be completed within three business days. Delivery schedule will be defined and agreed upon at the time of the statement of work.	

7.14. **Copyediting - Minimum Components:**

**Required:** If responding to copyediting, the following minimum concepts **must** be met:

Ref #	Description	Will Comply or N/A
7.14.1	Read and copyedit the Microsoft Word documents refining the language and making suggestions to improve clarity and quality of the language.	
7.14.2	Documents will include lesson content, assessments, media, interactive as well as audio and visual scripts, materials pages, syllabi, and course descriptions	
7.14.3	Copyediting must align to FLVS Style Guide for Proofreaders and to Chicago Manual of Style, 15th edition.	
7.14.4	<p>Copyeditors will use Microsoft Word’s Track Changes feature to correct the following:</p> <ul style="list-style-type: none"> <li>• Grammatical inaccuracy including incorrect syntax and nonparallel construction</li> <li>• spelling mistakes</li> <li>• punctuation</li> <li>• consistency in style usage, including word usage tense, and continuity</li> <li>• run –on sentences</li> <li>• fragments</li> <li>• wordiness</li> <li>• sexist language</li> <li>• awkward construction</li> <li>• vague language</li> <li>• misused words</li> <li>• inappropriate tone</li> <li>• missing cross references</li> <li>• major organizational problems</li> <li>• awkward or confusing passages</li> </ul>	
7.14.5	Lessons (groups of 3-4 lessons), or equivalent batches of content, must be completed within 24-48 hours.	

### 7.15. Metadata tagging

Respondent should provide their proposals along with sample work for delivery of any of the following:

Ref #	Description
7.15.1	Review existing content and create metadata tags based on FLVS specified schema and standards/benchmarks.
7.15.2	Given a set of standards or substandards, identify and tag granular learning objects
7.15.3	Create a set of substandards based on an anchor standard

### 7.16. Ancillary Services

Respondent should provide their proposals along with sample work for delivery of any of the following:

Ref #	Description
7.16.1	<b>Conversion services</b> – Moving courses from one system to another and formatting; this includes assessments, discussions, pre- and posttests, and breaking content into appropriate chunks for use with Adaptive Release.
7.16.2	<b>Translation services</b> – Converting FLVS content into other languages. This includes English to other languages, and other languages to English. Conversion may be at an asset level or entire course level.
7.16.3	<b>Curriculum mapping</b> – Mapping FLVS content against Common Core and other industry standards.

7.17. **Scalability:** The Respondent must provide evidence to support the creation of multiple assets/courses at the same time. Respondent must provide minimum and recommended hardware, software, and bandwidth requirements to support the course creation project.

7.18. **Implementation Support:** Respondent must make revisions and edits as a result of each milestone review. Further, the respondent must support the course materials for a minimum of 12 months after the final delivery of the product including but not limited to revisions and edits as required by FLVS to fix errors in content or designed. During development, Respondent must deliver the course materials and its assessments to the FLVS-approved LMS for comments, review, and testing.

7.19. **Training:** Respondent will provide training in technologies utilized in the creation of content that are necessary for FLVS staff to understand and to provide support and maintenance to course content. FLVS staff is conversant in HTML, Dreamweaver, Photoshop, Illustrator and Flash technologies. Any technologies requiring training will be identified after the Proof of Concept.

7.20. Orders will be made on an “as needed” basis and awarded to the vendor who can deliver the item in an acceptable time frame.

7.21. If the goods are to be produced by the vendor in accordance with designs, photographs, logos, etc...furnished by FLVS, vendor shall return same to FLVS upon completion or cancellation of this agreement. Such designs and the like involve property rights of FLVS

and shall be held confidential by the vendor.

- 7.20.1. If original document(s), artwork and/or negatives are lost or damaged by the vendor, the vendor shall be responsible for all costs associated with replication or replacement of the document(s), artwork and/or negatives.
- 7.20.2. If the agreement results in the creation of artwork, designs, or written products, these works shall not be used by the vendor in the conduct of any business with any third party without consent of FLVS.
- 7.20.3. All packages, boxes and cartons delivered to FLVS shall be clearly labeled "FLVS" and the label shall list the quantity, contents, and the purchase order number.
- 7.20.4. All completed/delivered goods are subject to inspection and approval by FLVS and FLVS reserves the right to reject and refuse acceptance of work which is not in accordance with the instructions, specifications, proof or data. Rejected work shall be returned to the vendor at their expense.
- 7.20.5. Preference will be given to vendors located in the State of Florida.
- 7.20.6. Vendor will supply samples (if applicable).
- 7.22. **Statement of Work (SOW):** Paperwork Requirements: FLVS shall issue a statement of work request (SOW) or a request for quotation (RFQ) for any and all work and/or goods. Contractor shall not begin work without a purchase order. The SOW or RFQ shall be properly completed and purchase order issued before payment is rendered.
- 7.23. **Request Receipt and Acknowledgement:** For Contractors agreeing to receive orders via facsimile, the time of issuance of the request for determination of the required completion time shall be the date/time indicated on the FLVS fax confirmation, regardless of the date/time a signed acknowledgement is returned.
- 7.24. Contractor must be able to receive emergency orders throughout the day. Contractors must either be willing to receive the work via facsimile or email.
- 7.25. **Approval Requirements:** Contractors must secure authorization to begin work on requests that are expected to exceed 4 man-hours of labor, or \$2,500 in total cost, from FLVS. Contractors must also seek approval to proceed prior to exceeding these limits, on work initially expected to be completed within these established limits.
- 7.26. For any requests not completed remotely, the completed request must include the signature of the site principal or his/her designee, indicating acceptance of the completed work.
  - 7.25.1. **Request Status:** Contractor must respond to FLVS regarding the status of outstanding request, within one hour of a request for status.
  - 7.25.2. **Request Reprints:** Occasionally, work may need to be reissued under a new MR, or reprinted. Contractor must avoid duplicate requests for payment for the same work. Duplicate payments for the same repair shall not be authorized. A new purchase order would be required
  - 7.25.3. **Request Completion:** Contractor must note the following on each request, for proper completion of the Request: Date of Work, Name of Technician(s), Hours Charged, Arrival Time On Campus, Departure Time From Campus, Description of Work Performed, List of Materials Used (included both FLVS-supplied and Contractor-purchased materials) and Cost of Materials (receipts or other documentation supporting material costs must be attached to the completed MR).
  - 7.25.4. Contractor must note the following on each request, for proper completion of the

request: Date of Work, Name of Technician(s), Hours Charged, Arrival Time On Campus, Departure Time From Campus, Description of Work Performed, List of Materials Used (included both FLVS-supplied and Contractor-purchased materials) and Cost of Materials (receipts or other documentation supporting material costs must be attached to the completed request). A project is not considered complete until the request is signed completed and has been approved by FLVS.

- 7.25.5. In some limited cases, FLVS may require repairs sooner than the timeframes described above. In the event that Contractor is unable to meet the requirement for immediate service, FLVS reserves the right to obtain service from another source, without adverse consequences to Contractor.
  - 7.25.6. Warranty repairs must be accomplished within the timeframes established above.
  - 7.25.7. **Work Delays:** The Contractor is expected to complete repairs within the timeframes established above. In cases where delays are clearly not the Contractor's responsibility, FLVS may grant an extension to the work completion time. When work cannot be completed due to a school function, the Contractor shall reschedule a time with school officials and notify FLVS when the rescheduled time is beyond completion date.
  - 7.25.8. **Work completion:** Work shall not be considered complete until a copy of the request, signed by the site supervisor or his/her designee of the site at which the work was performed, is provided to FLVS. The signed copy may be provided via facsimile.
- 7.27. **Penalty Provision:** FLVS will periodically inspect work completed or in process to assure that the requirement of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the contractor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein 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 terminations of the Contractor's right to proceed further with this work. The Contractor and his sureties may be liable to the FLVS for any additional cost incurred by the FLVS to complete the job. At this point the contractor shall be considered in default and the contract subject to termination.
- 7.26.1. Repeated failure to meet established cure timeframes will be considered unsatisfactory service under the terms of this contract. An excessive number of instances of unsatisfactory service, as determined by the FLVS, shall be cause for the FLVS to consider the contractor in default.
  - 7.26.2. **Performance Failure:** If in the event the Contractor fails to fulfill the project scope for any reason, FLVS reserves the right to confiscate materials on site to complete project. Upon completion of the work excess materials will be returned.
  - 7.26.3. Contractor will be held responsible for any damages incurred to the facility if found to be the fault of the Contractor. (Examples are, but not limited to: broken windows; damaged wallboard, ceiling fixtures, paint, and floor coverings; broken ceiling tiles; etc.) A request for service will not be deemed complete until damages incurred has been repaired and the work site cleaned to FLVS's satisfaction.
  - 7.26.4. Contractors shall be subject to periodic performance evaluations by FLVS personnel. Continued unsatisfactory ratings shall be cause for termination of the contract. Performance ratings may be considered during award of future contracts by FLVS.
- 7.28. **Liquidated Damages:** Failure to respond and complete any service request within the

timelines set forth above shall be considered to be unsatisfactory service under the terms of this contract, unless the timelines for a specific repair request are extended by FLVS. In consideration that FLVS experiences a negative financial impact associated with lost productivity and the need to identify alternate goods/services, it shall be mutually agreed by FLVS and the Contractor that a failure by the Contractor to complete required work within the allotted times shall result in liquidated damages in the amount specified in the individual statement of work or 1% of the total contract amount per day (whichever is greater) for each day that repair times exceed the requirements herein, not to exceed the total cost for the work. The Contractor agrees to reimburse FLVS for these damages, through a reduction in the amount due Contractor for the late work.



## 8. DEFINITION OF TERMS

The terms and definitions are provided to ensure a comprehensive and mutual understanding of the terms used in this solicitation.

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

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

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

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

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

**Independent Contractor** - An "independent contractor" is a natural person that provides goods or services to another entity under terms specified in a contract or within a verbal agreement. Unlike an employee, an independent contractor does not work regularly for an employer but works as and when required, during which time he or she may be subject to the Law of Agency. Independent contractors are usually paid on a freelance basis. Contractors often work through a limited company or franchise, which they themselves own, or may work through an umbrella company, also may be referred to as a sole proprietor.

**Laws and Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

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

**Master Services Agreement (MSA)** – The legal agreement under which FLVS and CONTRACTOR will define the laws and rules that will determine how FLVS and CONTRACTOR conduct their business.

**Notice of Award** - The written notice of the acceptance of the responses from FLVS to the Contractor(s).

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

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

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

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

**Scope of Work** - Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents. **RFQu-2010-7099-9320-KS 2** Pages 26-41

**Sole Proprietor** - A “sole proprietorship”, also known as the sole trader or simply a proprietorship, is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business. The owner receives all profits (subject to taxation specific to the business) and has unlimited responsibility for all losses and debts. Every asset of the business is owned by the proprietor and all debts of the business are the proprietor's. It is a "sole" proprietorship in contrast with partnerships. May also be referred to as an “Independent Contractor”

**Solicitation** - An executed offer submitted by a Respondent in response to an invitation to negotiate and intended to be used as a basis for negotiations for a contract.

**SEC** – Solicitation Evaluation Committee – the committee that will meet, review all ITN responses, and determine with which vendors we choose to proceed to negotiation.

**9. REFERENCES – You must duplicate this document to meet the 3 reference requirement**

I \_\_\_\_\_ being of \_\_\_\_\_  
 (Name/Title) (Name of Company)

Give Florida Virtual School authorization to check our company's previous performance.

Authorizing Signature: \_\_\_\_\_

<b>REFERENCE</b>							
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:				FACSIMILE NUMBER:			
<b>*STOP*</b>							
<b>Remaining to be completed by FLVS</b>							
<b>TECHNICAL PERFORMANCE</b>							
	<b>EXCELLENT</b>				<b>UNSATISFACTORY</b>		
<b>FACTORS/RATINGS</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							
<b>MANAGEMENT PERFORMANCE</b>							
	<b>EXCELLENT</b>				<b>UNSATISFACTORY</b>		
<b>FACTORS/RATINGS</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
Overall communication with staff.							
Effectiveness and reliability of Proposer's key personnel.							
Ability to recruit and maintain qualified personnel.							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage sub-contractor(s).							
	<b>EXCELLENT</b>				<b>UNSATISFACTORY</b>		
<b>FACTORS/RATINGS</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
Ability to accurately estimate and control cost to complete task.							
Overall performance in planning, scheduling and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							
<b>CUSTOMER SATISFACTION</b>							
	<b>EXCELLENT</b>				<b>UNSATISFACTORY</b>		
<b>FACTORS/RATINGS</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
How would you rate the Proposer's overall technical performance on this contract/order?							
<b>PROPOSER'S COMPANY NAME:</b>							

**CUSTOMER SATISFACTION (continued)**

How would you rate the Proposer's ability to be cooperative, business-like, and concerned with the interest of the customer?					
--	--	--	--	--	--

Total Dollar Amount of Contract

Additional Comments	
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Would you use this Proposer again	YES	NO	
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Signature of Respondent: \_\_\_\_\_

Title of Respondent: \_\_\_\_\_

# 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 respondent 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 Respondent 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 RESPONDENT:

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

#### SIGNATURE OF RESPONDENT

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: \_\_\_\_\_

# Appendix C

## STATEMENT OF AFFIRMATION AND INTENT

TO: FLORIDA VIRTUAL SCHOOL, PURCHASING DIVISION

PROJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

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

The signer of this 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.

\_\_\_\_\_  
Signature of Authorized Firm Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Firm Representative (Typed)

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Name of Firm (Typed)

\_\_\_\_\_  
Address, City, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_ of 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

## Appendix D

### MUTUAL NONDISCLOSURE AGREEMENT

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

1. Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.
2. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.
4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. Term. The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.
10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
11. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or



proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

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

**Florida Virtual School**

**By:**

**Print Name:**

**Title:**

**Company**

**By:**

**Print Name:**

**Title:**

**Company/School/District:**

**Phone Number:**

**Email:**

## 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):

ADDENDUM NO	_____	Dated	_
ADDENDUM NO	_____	Dated	_
ADDENDUM NO	_____	Dated	_

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.

## Appendix F

### 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 287.17 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

### Course Description and Standards

- Florida Course Descriptions: <http://www.cpalms.org/Public/search/Course>
- Florida Standards: <http://www.cpalms.org/Public/search/Standard>
- Common Core Standards: <http://www.corestandards.org/>
- College Board Course Descriptions for AP Courses:  
<http://apcentral.collegeboard.com/apc/public/courses/descriptions/index.html>
- A List of FLVS Courses: <http://www.flvs.net/Students/Pages/find-course.aspx>
  - M/J are Middle School level courses
  - Florida Course Codes are on each individual FLVS course syllabus.
  - **Note: Course list is subject to change**

### 21<sup>st</sup> Century Skills

- Framework Overview: <http://www.p21.org/overview>

## Appendix I

FLVS Course Development Guidelines is available upon receipt of a signed Nondisclosure Agreement (see **Appendix D**)

## Appendix J

### Proposal Service Identification Form

For administration purposes, please utilize this document to identify which services you are submitting a proposal for and place **immediately after the cover letter** located in **Tab 1** of your Proposal.

Type of Service	Please Mark "X" if Responding
<b>Course Design &amp; Development</b>	
<b>Web Development</b>	
<b>Design</b>	
<b>Mobile App Development</b>	
<b>Game Development</b>	
<b>Assessment Writing</b>	
<b>Content Writing</b>	
<b>Audio Production</b>	
<b>Video production</b>	
<b>Photography</b>	
<b>Animation /VFX</b>	
<b>Proofreading</b>	
<b>Copyediting</b>	
<b>Ancillary Services</b> <ul style="list-style-type: none"> <li>• <b>Conversion Services</b></li> <li>• <b>Translation Services</b></li> <li>• <b>Curriculum Mapping</b></li> </ul>	
<b>Metadata Tagging</b>	

Please note that all respondents ***must*** respond to the questions provided under the General Requirements Part "A" and "B" and complete the compliance tables located in Section 2 of the RFP.

If you do not respond to the general requirements your proposal could be viewed as non-responsive and subject to rejection.

# Appendix K

## Independent Contractor Request for Waiver of General Liability Insurance

\_\_\_\_\_, acting as an Independent Contractor providing \_\_\_\_\_ services to \_\_\_\_\_ requests a waiver of the General Liability Insurance required by the Independent Contractor agreement entered with Florida Virtual School.

The justification for a waiver of this requirement is based on the following:

No Risk involved with providing service (explain)       Frequency of the service (explain)

**C is not a Corporation, LLC or registered business** with the State and insurance is cost-prohibitive

Explain below, **in detail**, your basis for this justification including any risks involved:

### Certification:

\_\_\_\_\_(Independent Contractor) shall indemnify, hold harmless, assume liability for, and for, and defend Florida Virtual School, its member associations, employees, officers, agents and volunteers from any and all damages, awards, costs and expenses including, but not limited to, attorney's fees, court costs, and all other sums which the district and its employees, officers, claim or action founded thereon, arising or alleged to have arisen out of the sanction issued by FLVS, or by any action or omission by Independent Contractor, its members, agents, employees, volunteers, officers, or directors in relation to the sanctioned event.

Authorized Signature \_\_\_\_\_ Address \_\_\_\_\_  
Independent Contractor  
Printed \_\_\_\_\_ City, St, Zip \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

### Affidavit:

State of \_\_\_\_\_, County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Personally Known - or -  Produced Identification

Type of Identification Produced \_\_\_\_\_

**RETURN THIS FORM TO PURCHASING DIVISION**



# Appendix K

## HOLD HARMLESS AGREEMENT

Return this page **ONLY** if claiming exemption from the Worker's Compensation Insurance Requirement

I am the owner of \_\_\_\_\_, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs less than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board of Osceola County, Florida (the "School Board"), its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

**FLORIDA VIRTUAL SCHOOL  
Standard Contract Form**

Solicitation Title	Solicitation Number	Contract Number
--------------------	---------------------	-----------------

1. This Contract is entered into between FLVS and the Contractor named below:

Entity Name <b>Florida Virtual School</b>	(hereafter called FLVS)
Contractor's Name	(hereafter called Contractor)

2. Contract to Begin: \_\_\_\_\_ Date of Completion: \_\_\_\_\_ Renewals: \_\_\_\_\_

3. Performance Bond, if any: \_\_\_\_\_ Other Bonds, if any: \_\_\_\_\_

4. Maximum Amount of this Contract:	Total Financial Obligation of FLVS for the First Fiscal Year:	Total Financial Obligation of FLVS for each Renewal Period if Renewed:
-------------------------------------	---	--

5. Authorized Person to Receive Contract Notices for FLVS: \_\_\_\_\_ Authorized Person to Receive Contract Notices for Contractor: \_\_\_\_\_

6. 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 – <b>FLVS Standard Contract Terms and Conditions for Services</b>
Attachment 2 – <b>Solicitation (referenced above)</b>
Attachment 3 – <b>Solicitation (referenced above) Addendum</b>
Attachment 4 – <b>Contractor's Final Response</b>
Attachment 5: <b>Contract Renewal Amendments (if any)</b>

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

7. **Contractor**

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

By <i>(Authorized Signature)</i>	Date Signed
----------------------------------	-------------

Printed Name and Title of Person Signing

Address

8. **FLVS**

FLVS Name

By <i>(Authorized Signature)</i>	Date Signed
----------------------------------	-------------

Printed Name and Title of Person Signing

Address

## Appendix L - FLVS Sample Contract

FLORIDA VIRTUAL SCHOOL  
STANDARD CONTRACT  
Attachment 1  
Contract Terms and Conditions for Services

### A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"FLVS"** means Florida Virtual School or the entity identified in the Standard Contract Form to contract with the Contractor for the Services identified in the Contract.
- (ii) **"FLVS Standard Contract"** or **"Contract"** means the agreement between FLVS and the Contractor as defined by FLVS Standard Contract Form and its incorporated documents.
- (iii) **"FLVS Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless FLVS has accepted the Contractor's objection or amendment in writing. FLVS Standard Contract Form is defined separately and referred to separately throughout FLVS Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in FLVS Standard Contract Form.
- (iv) **"Contractor"** means the provider(s) of the Services under the Contract.
- (v) **"Purchase Instrument"** means the documentation issued by FLVS to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by FLVS.
- (vi) **"Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by FLVS.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in FLVS Standard Contract Form that was issued to solicit the Services that are subject to the Contract.
- (viii) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.
- (ix) **"State"** means the State of Florida, FLVS, and any other authorized state entities issuing Purchase Instruments against the Contract.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to FLVS.

## Appendix L - FLVS Sample Contract

### B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between FLVS and the Contractor shall begin and end on the dates specified in FLVS Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. This Contract shall not be deemed to create a debt of FLVS for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The initial term of the contract shall be for a <<INSERT NUMBER OF YEARS (SPELLED OUT)>> <<(INSERT NUMBER ONLY)>> year period following Board approval. The initial term of the contract shall be from <<INSERT BEGINNING DATE>> through <<INSERT END DATE>> and the anticipated award date is <<INSERT BOARD APPROVAL DATE>>.

2. **Contract Renewal.** FLVS shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in FLVS Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Renewal Amendment. Upon FLVS election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by FLVS and the Contractor.

This contract may be renewed for <<INSERT NUMBER OF YEARS (SPELLED OUT)>> <<(INSERT NUMBER ONLY)>> year periods provided all terms and conditions remain unchanged and in full force and effect. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.

3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, FLVS may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

### C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Contract, and as further described in Contractor's Response.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to FLVS, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. FLVS reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

### D. COMPENSATION

- 1.1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into FLVS Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.

## Appendix L - FLVS Sample Contract

FLVS shall pay the amount set out in ATTACHMENT x for any goods and/or services purchased hereunder. Payments shall be made upon receipt of an approved invoice. FLVS payment term is Net 30 Days.

- 1. Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to FLVS under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. FLVS shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by FLVS and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from FLVS for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

- 3. Delay of Payment Due to Contractor's Failure.** If FLVS in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, FLVS may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes FLVS to incur costs, FLVS may deduct the amount of such incurred costs from any amounts payable to Contractor. FLVS authority to deduct such incurred costs shall not in any way affect FLVS authority to terminate the Contract.
- 4. Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes FLVS and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, FLVS and/or the State may set off the sum owed against any sum owed by FLVS to the Contractor in FLVS sole discretion.

### **E. TERMINATION**

- 1. Immediate Termination.** This Contract will terminate immediately and absolutely if FLVS determines that adequate funds are not appropriated or granted or funds are de-appropriated such that FLVS cannot fulfill its obligations under the Contract, which determination is at FLVS sole discretion and shall be conclusive. Further, FLVS may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i)** In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii)** FLVS determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii)** The Contractor fails to comply with confidentiality laws or provisions; and/or
  - (iv)** The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- 2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for FLVS to declare the Contractor in default of its obligations under the Contract:
  - (i)** The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to FLVS satisfaction, any material requirement of the Contract or is in violation of a material

## Appendix L - FLVS Sample Contract

provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- (ii) FLVS determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or FLVS reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - (vi) The Contractor has engaged in conduct that has or may expose FLVS or the State to liability, as determined in FLVS sole discretion; or
  - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of FLVS, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, FLVS shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in FLVS written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, FLVS may:
- (i) Immediately terminate the Contract without additional written notice; and/or
  - (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, FLVS may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to FLVS up to and including the date of termination.
5. **Termination Due to Change in Law.** FLVS shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) FLVS authorization to operate is withdrawn or there is a material alteration in the programs administered by FLVS; and/or
  - (ii) FLVS duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by FLVS, FLVS shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which FLVS is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to FLVS under the Contract in the event of termination. The State shall not be liable for any

## Appendix L - FLVS Sample Contract

costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**7. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of FLVS, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters FLVS may require;
- (ii) Immediately cease using and return to FLVS, any personal property or materials, whether tangible or intangible, provided by FLVS to the Contractor;
- (iii) Comply with FLVS instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with FLVS and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- (v) Immediately return to FLVS any payments made by FLVS for Services that were not delivered or rendered by the Contractor.

### **F. CONFIDENTIAL INFORMATION**

**1. Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by FLVS to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of FLVS at all times. Some Services performed for FLVS may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

**2. No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of FLVS, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of FLVS. The Contractor must return any and

## Appendix L - FLVS Sample Contract

all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of FLVS.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify FLVS and cooperate with FLVS in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to FLVS any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

### G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless FLVS and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
  - (i) Any breach of the Contract;
  - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
  - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
  - (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
  - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Florida or the United States;
  - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Florida Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation



## Appendix L - FLVS Sample Contract

against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against FLVS and indemnify FLVS against any award of damages and costs made against FLVS by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided FLVS gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Florida, FLVS shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against FLVS reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon FLVS unless approved by FLVS.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for FLVS the right to continue using the Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to FLVS if any such patent or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of FLVS as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which FLVS or any affiliate or subsidiary of FLVS has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

## H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

## I. BONDS

## Appendix L - FLVS Sample Contract

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in FLVS Standard Contract Form.

### J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to FLVS shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to FLVS shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, FLVS shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by FLVS shall not relieve the Contractor of its warranty or any other obligation under the Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to FLVS that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to FLVS pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and FLVS's use of same and the exercise by FLVS of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to FLVS.

## Appendix L - FLVS Sample Contract

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that FLVS will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to FLVS is good and that transfer of title or license to FLVS is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by FLVS. Except as otherwise expressly authorized by FLVS, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Florida.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by FLVS as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
11. **State Security.** FLVS requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to FLVS. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by FLVS. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of FLVS. The Contractor shall provide immediate notice to FLVS of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to FLVS of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

**K. PRODUCT RECALL**

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, FLVS, any governmental Agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to FLVS and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude FLVS from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and FLVS shall agree to the performance of such repairs by FLVS upon mutually acceptable terms.

**L. CONTRACT ADMINISTRATION**

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of FLVS Standard Contract Terms and Conditions (including any amendments accepted by both FLVS and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
  - (i) First, by giving preference to the specific provisions of FLVS Standard Contract Terms and Conditions.
  - (ii) Second, by giving preference to the specific provisions of the RFX.
  - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by FLVS in writing shall not be included in this Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of FLVS cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and FLVS policies and standards in effect during the performance of the Contract, including but not limited to FLVS's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract.
4. **Drug-free Workplace.** The Contractor hereby certifies as follows:
  - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

## Appendix L - FLVS Sample Contract

- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Florida Drug-free Workplace Act, throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
  - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of FLVS, then FLVS must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of FLVS and the Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit FLVS, and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Florida shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Orange County, Florida. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to FLVS.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between FLVS and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to FLVS of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either FLVS or the Contractor may elect to submit the matter for mediation. Either FLVS or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Orlando, Florida; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Florida Public Records Act, Chapter 119, F.S.

## Appendix L - FLVS Sample Contract

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of FLVS. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by FLVS, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of FLVS. FLVS shall have the right to request the removal of a subcontractor from the Contract for good cause.
11. **Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of FLVS. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
14. **Joint and Several Liabilities.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between FLVS and the Contractor for the Services provided in connection with the Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of FLVS and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

## Appendix L - FLVS Sample Contract

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in FLVS Standard Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of FLVS and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to FLVS are responsive to FLVS's requirements and requests in all respects.

21. **Authorization.** The persons signing this Contract represent and warrant to the other parties that:

- (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
- (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to FLVS throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Florida or any authorized representative of the State,

## Appendix L - FLVS Sample Contract

and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, FLVS reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- 24. Solicitation.** The Contractor warrants that no person or selling FLVS (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that FLVS is immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.
- 26. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, F.S., provides a broad definition of public record. As such, documents related to this Agreement are public records unless exempt by law. Any claim that Contractor's documents contain information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- 26.1 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;
  - 26.2 Contractor/vendor shall provide the public access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - 26.3 Contractor/vendor shall insure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - 26.4 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 Florida Virtual School (FLVS).
- 27. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection FLVS (EPA) List of Violating Facilities. Contractor will immediately notify FLVS of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 28. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any Agency of the State of Florida or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify FLVS if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.



## Appendix L - FLVS Sample Contract

- 29. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of FLVS.
- 30. Taxes.** FLVS is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. FLVS is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided FLVS with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
- 31. Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Florida law. The Contractor also acknowledges that FLVS may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in FLVS or its representative filing for damages for breach of contract.
- 32. Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- 33. Limitation of Contractor's Liability to FLVS.** Except as otherwise provided in this Contract, Contractor's liability to FLVS for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.
- No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.
- 34. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 35. Counterparts.** FLVS and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 36. Further Assurances and Corrective Instruments.** FLVS and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.
- 37. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to FLVS or another contractor. The Contractor shall provide full

## **Appendix L - FLVS Sample Contract**

disclosure to FLVS and the third-party contractor about the equipment, software, or services required to perform the Services for FLVS. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to FLVS or to another contractor.

Further, in the event that FLVS has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

SAMPLE

**Appendix L - FLVS Sample Contract**

**ATTACHMENT 2  
FLVS STANDARD CONTRACT**

**Solicitation**

[\[Attach RFX\]](#)

SAMPLE

**Appendix L - FLVS Sample Contract**

**ATTACHMENT 3  
FLVS STANDARD CONTRACT**

**Contractor's Response**

[\[Attach Contractor's Response to the RFX\]](#)

SAMPLE