



MANDATORY CERTIFICATIONS/FORMS PACKET

SOLICITATION NAME:

SOLICITATION NUMBER:

Proposer:

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RFP Introduction – Respondent Requirements Checklist

Proposers shall complete the below checklist to help ensure the response is complete and compliant with FLVS requirements. Use the checklist to verify of FLVS required forms and supporting content. Note, FLVS shall not accept edits to required forms. (Authorized signature from Proposer required below.)

Appendix, Attachments, and Mandatory Certifications

Section 3.1.3	Cover Letter	Yes	No
Introduction	Respondent Requirements Checklist (behind the cover letter)	Yes	No
Section 3.1	Compliance Information	Yes	No
Section 3.1.5	Financial Stability Compliance	Yes	No
Section 3.1.6	Security Compliance Standards	Yes	No
Section 3.1.7	ADA Compliance / VPAT Report	Yes	No
Section 3.2	Qualifications, Background, Reference Letters, and Case Studies	Yes	No
Section 5	Response to Scope of Work Requirements	Yes	No
Section 5	Exceptions / Alternatives	Yes	No
Section 6	Cost Proposal & P Card Acceptance Response	Yes	No
Section 7.18	Certificate of Insurance (with active/adequate coverage)	Yes	No
Appendix A	Contractor’s Statement of Qualifications	Yes	No
Appendix B	Acknowledgement of Business Type	Yes	No
Appendix C	Statement of Affirmation and Intent	Yes	No
Appendix D	Mutual Non-Disclosure Agreement	Yes	No
Appendix E	Addenda Form / Dispute Resolution Clause	Yes	No
Appendix F	Public Records Act / Chapter 119 Requirements	Yes	No
Appendix G	Reference Release Form	Yes	No
Appendix H	Contracts Supported by Federal Funds, Regulatory Compliance Statement	Yes	No
Appendix H	Certification Regarding Non-Discrimination	Yes	No
Appendix H	Certification Regarding Lobbying	Yes	No
Appendix H	Debarment, Suspension, and Other Responsibility Matters	Yes	No
Appendix H	Drug-Free Workplace Certification	Yes	No
Appendix H	Non-Collusion Affidavit	Yes	No
Appendix I	E-Verify Certification and Affidavit, Vendor Application, and W-9 Form	Yes	No
Appendix J	Sample Standard Master Service Contract Form	Yes	No

Comments/Notes:

Respondent Signature of Acknowledgement

RFP Section 3 – Compliance Information Sheet

Formal Company Name:

Business Address:

Web Address:

Type of Business (*check one*):

Sole Proprietorship: Partnership: Corporation: Joint Venture: Other (specify):

Incorporated in the State of Florida: Yes No If "No" specify where incorporated:

Copy of certification from Florida Secretary of State providing corporate status attached: Yes No	Out of State corporation: Florida Business License attached: Yes No
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Location of Corporate Office:

Office Locations: Orange County: Central Florida: or contiguous county:

Federal Employer Identification Number:

Number of Active Clients:

Number of Active Clients (past 5 years)

Number of Inactive Clients:

2022

2021

2020

2019

2018

Average Number of Clients Past 5 Years:

Number of Years in Business:

License Sanctions (if any):

Debarments (if any):

History of changes to ownership:

Financial Stability Compliance & Qualifications

Indicate type of supporting document included with your proposal in accordance with Section 3 of the RFP.

Statement from Certified Accountant

Dun & Bradstreet Report or SER

Certified Financial Statements and/or Tax Returns

Annual Report

Authorized Parties

<p style="text-align: center;"><u>Primary Contact Information</u></p> <p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>	<p style="text-align: center;"><u>Principals / Proposers</u></p> <p>Name:</p> <p>Address:</p>
<p style="text-align: center;"><u>Principals / Proposers</u></p> <p>Name:</p> <p>Address:</p>	<p style="text-align: center;"><u>Principals / Proposers</u></p> <p>Name:</p> <p>Address:</p>

Contractor Certification and/or License (if applicable)

Certifying or Licensing Agency	Description of License or Certification	License or Cert. Number or ID

FERPA

If Contractor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement and as permitted by FERPA.

Company:

Authorized Representative's Name:

Authorized Representative's Signature:

Date:

RFP Section 7.18 – Certificate of Liability Insurance meeting RFP required coverage

Insert Certificate of Liability Insurance

Contractor’s Statement of Qualifications

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 Contractor been declared in default of any contract? Yes No
2. Has Contractor forfeited any payment of performance bond issued by a surety company on any contract? Yes No
3. Has an uncompleted contract been assigned by Contractor’s surety company on any payment of performance bond issued to Contractor arising from its failure to fully discharge all contractual obligations thereunder? Yes No
4. Within the past three (3) years, has Contractor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No
5. Is Contractor 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 Contractor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? Yes No
7. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies.

8. Provide the following financial information:

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

Authorized Representative’s Signature

Company Name



Appendix B

Acknowledgment 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 response on the specified due date and time. The undersigned Proposer certifies that this response package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this response.

Business Address of Proposer:

Address

City State Zip Code

Telephone No.

Signature of Proposer:

If an Individual: _____
Signature

doing business as

If a Partnership: _____
Name of 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: _____ Title:
Signature

Attest: _____ (SEAL)
Corporate Secretary



Appendix C

Statement of Affirmation and Intent

TO: FLORIDA VIRTUAL SCHOOL, PROCUREMENT DIVISION

PROJECT:

DATE:

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

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

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

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

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

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

The signer of this Response 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

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "*Agreement*") is made and entered into as of the date of signature execution by and between Florida Virtual School (FLVS), a body politic corporate and political subdivision of the State of Florida, and _____ (referred to from this point as "*Company*"), collectively referred to hereinafter as "Parties" or "Party". FLVS and the Company agree as follows:

1. **Purpose.** The Parties wish to explore a potential 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, or its shareholders, members, partners, directors, managers, members, officers, employees, agents or affiliates 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 lawfully made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made lawfully generally available after disclosure by the disclosing Party to the receiving party through no action or inaction of the receiving Party; (iii) is already lawfully 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 or of law; (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 clear and convincing 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 it, and its shareholders, members, partners, directors, managers, members, officers, employees, agents and affiliates, shall not use the 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 shareholders, members, partners, directors, managers, members, officers, employees, agents or affiliates, 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 any individual or entity that has access to Confidential Information of the other Party signs a non-use and non-disclosure agreement with protections at least as stringent as that in this Agreement, prior to any disclosure of Confidential Information to any such individual or entity. Neither Party shall unnecessarily duplicate the Confidential Information and 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. The Parties agree that the maintenance of duplicate electronic copies of Confidential Information within each of their ordinary and respective electronic backup systems and disaster recovery systems shall be permissible under this Agreement.
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 in any intellectual property, other than the right to view materials under the terms of this Agreement, nor shall this Agreement grant any Party any additional 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. Solicitation of Employees. Each Party (FLVS and Company) agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or indirectly, on its own behalf for as a representative of any other person or entity, knowingly solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter into employment with any other person or entity.

12. Public Records. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Company understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with Section 119.0701, Florida Statutes, Company agrees to:

- a. Keep and maintain public records required by the FLVS in order to perform the Services.
- b. Upon request from FLVS's custodian of public records, provide FLVS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Company does not transfer the records to FLVS.
- d. Upon completion of the Agreement, transfer, at no cost, to FLVS all public records in possession of the Company or keep and maintain public records required by FLVS to perform the Service. If the Company transfers all public records to FLVS upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FLVS, upon request of FLVS's custodian of public records, in a format that is compatible with the information technology systems of FLVS.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net, OR BY PHONE 407-409-2879, OR BY MAIL TO: 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FL 32819.

13. 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 Mutual Nondisclosure Agreement to be executed by their duly authorized representatives as of the date first written above.

Florida Virtual School

Signature:

Print Name: _____
Louis J. Algaze, Ph.D.

Title: _____
President and CEO

Date: _____

**Approved as
to form:**

FLVS Office of General Counsel

Company

Signature:

Print Name: _____

Title: _____

Company Name _____

Phone Number: _____

Email: _____

Date: _____

Addenda Form / Dispute Resolution Clause

The signer of this response 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, indicate your Proposer representative.

Representative's Name:

Telephone Number:

FLVS representative will be the Procurement Director.

Public Records Act / Chapter 119 Requirements

Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with Section 119.0701, Florida Statutes, Contractor agrees to:

1. Keep and maintain public records required by the FLVS in order to perform the Services.
2. Upon request from FLVS's custodian of public records, provide FLVS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to FLVS.
4. Upon completion of the Agreement, transfer, at no cost, to FLVS all public records in possession of the Contractor or keep and maintain public records required by FLVS to perform the Service. If the Contractor transfers all public records to FLVS upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FLVS, upon request of FLVS's custodian of public records, in a format that is compatible with the information technology systems of FLVS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net, OR BY PHONE 407-409-4879, OR BY MAIL TO: 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FL 32819.

Company Official Signature:

Date:

Contractor shall specify any exceptions to Public Records Act/Chapter 119 Requirement by including a detailed justification of the applicable content to be redacted for exemption. All exemptions must be stated specifically according to the Statute. Exceptions shall be reviewed for compliance. Contractor is responsible for defending all exemptions.



Appendix G

Reference Release Form

I _____ of _____
Name/Title Company Name

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

Authorizing Signature

NOTE: FLVS at its sole discretion may choose to contact / verify reference provided.

REFERENCE 1.
COMPANY NAME:
COMPANY ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
EMAIL:
REFERENCE 2.
COMPANY NAME:
COMPANY ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
EMAIL:
REFERENCE 3.
COMPANY NAME:
COMPANY ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
EMAIL:

MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby Florida Virtual School ("FLVS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with FLVS.

REGULATORY COMPLIANCE STATEMENT

1. The Contractor agrees to allow FLVS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow FLVS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to FLVS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to FLVS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to FLVS a federal drug free workplace certification form.
8. The Contractor agrees FLVS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees FLVS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

PUBLIC ENTITY CRIME BAR: 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 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 CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A 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.

DISCRIMINATORY VENDOR BAR: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE 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 AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



CERTIFICATION REGARDING LOBBYING

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. 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 what shall be taken against employee for violations of such prohibition.
2. 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. 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 bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF ORANGE)

My name is (*INSERT NAME* _____). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm’s offer and/or contract.

(1) The firm’s prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (*INSERT NAME OF COMPANY* _____) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* _____) understands and acknowledges that the above representations are material and important, and will be relied on by Florida Virtual School, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



Appendix I

E-Verify Certification and Affidavit

- 1. I am over eighteen (18) years old and I have personal knowledge of the factual assertions set forth herein.
2. I am (title) of ("Contractor")
3. I hereby attest that I am authorized to execute this affidavit on behalf of the above named company, its owners, directors, and officers.
4. The Contractor has contracted with or may contract with Florida Virtual School ("FLVS") (the "Agreement").
5. I hereby certify that the Contractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request.
6. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.
7. The Contractor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
8. The Contractor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide FLVS with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.

CONTRACTOR NAME:

AUTHORIZED REPRESENTATIVE:

(Printed Name)

(Signature)

(Title)

(Date)

NOTARY PUBLIC

State Of:

County Of:

On this day of , 20 , before me appeared (name) who is personally known to me or who has produced as identification sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm if applicable) , to execute the affidavit and did so as his or her free act and deed.

Notary Public Signature: _____

Notary Name, Printed, Typed or Stamped:

Commission Number:

My Commission Expires:

Appendix I - Vendor Application

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN):

Tax Exempt:

Organization Type:	Corporation	Individual/Sole Proprietor	Joint Venture
	LLC	Partnership/Limited Partnership	Non Profit

Minority and Women's Business Enterprise (M/WBE) certified by Orange County Government, City of Orlando, State of Florida or National Supplier Diversity: Yes No

Name of Company/Firm (as shown on Federal Taxreturn):

Alternate name, if applicable (doing business as):

Mailing address:

City: State: Zip+4: -

Contact person: Contact Ph#: - - Corporate Ph#: - -

E-mail address:

Company / Firm's website address:

Payment address (if different from address above):

City: State: Zip+4: -

Separate Checks: Yes No Accept Purchasing Card (i.e. VISA): Yes No

Banking Info: Account #:

Routing and transit# (via ACH):

Are you currently employed or have you ever been employed by FLVS? Yes No

If yes, please specify employment dates:

Requestor/Vendor's Signature:

Date requested/sent:

For FLVS Accounts Payable Use Only:

New Vendor (A completed and signed W-9 form from the vendor (Required))

Vendor Type: V – Standard I – Payroll C – Consultant/Channel Partners

Vendor Change (Provide changes below, where applicable)

Vendor #:

Date received by Accounting:

Authorized Signature:

Date completed:

Submission of this form does not constitute any guaranty for award nor does it obligate FLVS to provide notification of any solicitation activity. It is the sole responsibility of the interested party to identify opportunities by visiting the FLVS website at: <https://flvs.net/about/procurement-opportunities/solicitations-open>

Commodity Codes - (Check all that apply)

Category 01 – Professional Services

Segment 1 - Legal

- 01 Legal Services
- 02 Lobbying
- 03 Auditing

Segment 2 – Human Resources

- 01 Benefits
- 02 Insurance Broker
- 03 Survey Services
- 04 Background/Fingerprints
- 05 Employment Agencies
- 06 Temporary Staff
- 07 Performance Evaluation
- 08 Training/Staff Development
- 09 Executive Search

Segment 3 – Finance

- 01 Accounting
- 02 Payroll
- 03 Budgeting
- 04 Expense
- 05 Analysis/Asmnt/Accountability

Segment 4 – Facilities

- 01 Records Management
- 02 Property Management
- 03 Access Security
- 04 Furniture/Fixtures /Appliances

Segment 5 – General

- 01 Automobile Rental
- 02 Hotel/Motel/Travel
- 03 Membership (Dues & Fees)
- 04 Office Supplies

Segment 6 – Marketing

- 01 Campaign Services
- 02 Media Buying & Services
- 03 Promotional Printing

Category 02 – Curriculum Dev.

Segment 1- Course Design and Dev

Segment 2- Web Development K12

Segment 3 - Design

Segment 4 - Mobile Application Dev

Segment 5 Game Development

Segment 6 - Assessment Writing

- 01 English Language Arts
- 02 Social Studies
- 03 Math
- 04 Science
- 05 Art
- 06 Technology
- 07 Physical Education
- 08 Spanish

Segment 7 – Content Writing

- 01 English Language Arts
- 02 Social Studies
- 03 Math
- 04 Science
- 05 Art
- 06 Technology
- 07 Physical Education
- 08 Spanish

Segment 8 – Audio Production

Segment 9 - Video Production

Segment 10 – Photography

Segment 11 - Animation

Segment 12 - Proofreading

- 01 English Language Arts
- 02 Social Studies
- 03 Math
- 04 Science
- 05 Art
- 06 Technology
- 07 Physical Education
- 08 Spanish

Segment 13 – Copy Editing

- 01 English Language Arts
- 02 Social Studies
- 03 Math
- 04 Science
- 05 Art
- 06 Technology
- 07 Physical Education
- 08 Spanish

Segment 14 – Fact Checking

Segment 15 – Ancillary Services

- 01 Conversion Resource
- 02 Meta Tagging
- 03 Curricular Mapping
- 04 Translation Services

Segment 16 -Subject Matter Experts

- 01 Music
- 02 Outdoor Education
- 03 AP Course/Test Prep
- 04 K-12
- 05 Elementary
- 06 Foreign Language (not Spanish)
- 07 American Sign Language
- 08 Driver Education

Segment 17 – Digital Media

- 01 ebooks
- 02 Interactives/Toolboxes
- 03 Digital Library

Segment 18 – Subscriptions K12

Segment 19 – Images K12

Segment 20 – Misc. Education Materials

Segment 21 – Prototypes

- 01 Gaming
- 02 Web and Mobile Applications
- 03 Multimedia
- 04 Learning Content Systems

Segment 22 – Supplemental Course

Development

Category 03 – Student Services

Segment 01 - Occupational/Speech Therapy

Segment 02 - Proctoring

- 01 Virtual
- 02 Face to Face

Segment 03 – Graduation Services

- 01 Robes, Caps & Gowns
- 02 Graduation Venue
- 03 Photographer

Segment 4 – Student Activities

Segment 5 – Cert Exam Review/Test Prep/Study

Segment 6 – Call Center

Segment 7 – Academic Integrity

Segment 8 – Student Materials

Category 4 – Information Technology

Segment 1 – IT Services

- 01 Risk Management
- 02 Data Migration
- 03 Security
- 04 Virtual Security Administration
- 05 Network Security
- 06 Application Security
- 07 Help Desk/User Support
- 08 Application Development

Segment 2 – Telecommunications

- 01 IP Services
- 02 Local & Long Distance
- 03 WAN/LAN
- 04 Repairs

Segment 3 – Infrastructure/Network

- 01 Hosting/Cloud Services
- 02 Disaster Recovery
- 03 Data Center Operations

Segment 4 – Technology Hardware

- 01 Audio/Video Equipment
- 02 Network Equipment
- 03 Telco Equipment
- 04 Server Equipment
- 05 Server Peripherals
- 06 Laptops
- 07 Computer Peripherals
- 08 Tablets
- 09 Printers
- 10 Copiers

Segment 5 – Computer Software

- 01 Software Support & Mnt
- 02 Enterprise Software
- 03 General Software

Segment 6 –Supplemental IT Support

- 01 IT Staffing (Contractor)
- 02 IT Projects (Managed Services)

Category 5 – Products for Services

Appendix I - W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



FLORIDA VIRTUAL SCHOOL Master Service Agreement Cover Sheet

Master Service Agreement for**MSA No.: CON01-230****Solicitation No.:**

Entity Name

Florida Virtual School (FLVS)

Contractor's Name

Agreement Start Date

Agreement End Date:

Optional Renewal Terms:

Maximum Amount of this
Contract: \$

Contract Not to Exceed:

Board Approval Date (if required):

Contact Person for **FLVS**:**Name:****Title:****Telephone:** () -**Email:** [@flvs.net](mailto:flvs@flvs.net)

Contact Person for Contractor:

Name:**Title:****Telephone:** () -**Email:**

Attachments incorporated into this Agreement:

Attachment 1 – RFX and any addenda
Attachment 2a – Fee Schedule
Attachment 2b - Statements of Work (SOW) or Order Forms
Attachment 3 – Contractor's Response or terms of use
Attachment 4 – Exhibits, Certifications
Attachment 5 – Amendments
Attachment 6 – other as required

Notes:



**FLORIDA VIRTUAL SCHOOL
Master Service Agreement**

This Master Service Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and _____, a _____ ("Contractor"), collectively referred to hereinafter as "the Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which is a component of Florida's K-20 Education System and, in part, is responsible for the development of online educational courseware and distance learning programs; and

WHEREAS, FLVS issued the RFX (inclusive of any addenda) attached hereto and incorporated herein by this reference as Attachment 1;

WHEREAS, after free and open competition, Contractor submitted its Response (attached hereto and incorporated herein by this reference as Attachment 3), and was selected as the responsive and responsible Contractor by FLVS for _____;

WHEREAS, the Contractor is interested in and capable of performing the services for FLVS and FLVS desires to have the Contractor perform the service, and FLVS and Contractor find the terms of this Agreement mutually beneficial to their interests and goals.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

INCORPORATION OF RECITALS, foregoing recitals are true and correct and are incorporated herein by reference.

1. DEFINITIONS AND ATTACHMENTS INCORPORATED BY REFERENCE

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

- a) **"FLVS Master Service Agreement"** or **"Agreement"** means the agreement between FLVS and the Contractor as defined by the terms of this FLVS Master Service Agreement and its incorporated documents.
- b) **"Contractor"** means the provider of the Goods or Services under the Agreement.
- c) **"Purchase Order"** means the form or format used to make a purchase under the Agreement (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
- d) **"Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by FLVS in Attachment 3.
- e) **"RFX"** means the Request for Proposal, Request for Bid, Invitation to Negotiate or other solicitation document (and any amendments or addenda thereto) specifically



identified in FLVS Master Service Agreement that was issued to solicit the Services that are subject to the Contract, in Attachment 1.

- f) **"Services"** means the services and deliverables as provided in the Master Service Agreement and as further described by the Statement of Work as required.
- g) **"Statement of Work (SOW)"** means the Contractor's Responsibilities as described in detail in Attachment 2.
- h) **N/A**

1.2 **Incorporation of Attachments.** All Attachments referenced in this Agreement are incorporated herein by this reference excepting any terms or conditions that are contrary to those set forth in this Agreement.

2. DURATION OF AGREEMENT

2.1 **Agreement Term.** The term of this Agreement commences September 25, 2021, and ends September 24, 2026 (subject, however, to the provisions in section 4.2 below).

2.2 **Agreement Renewal.** FLVS shall have the option, in its sole discretion, to renew this Agreement on the same terms and conditions for three (3) one-year terms upon FLVS's thirty (30) day prior written notice to the Contractor. FLVS's exercise of its optional renewal terms will depend upon the best interests of FLVS, funding, and Contractor's performance. Upon FLVS's election to renew any part of this Agreement, Contractor shall remain obligated to perform in strict accordance with this Agreement unless otherwise agreed by FLVS and the Contractor pursuant to a duly executed amendment to this Agreement.

2.3 **Agreement Extension.** In the event that this Agreement shall terminate or be likely to terminate prior to the making of an award for a new Agreement for the Services, FLVS may extend this Agreement upon ten (10) calendar days' prior written notice to Contractor for such period as may be necessary to afford FLVS a continuous supply of the Services.

3. DESCRIPTION OF SERVICES

3.1 **Scope.** The statement or scope of work, goods and/or other services to be provided by Contractor and corresponding Fee Schedule are set forth in Attachments 2a and 2b, the terms of which are incorporated and made part of this Agreement by reference excepting any terms and conditions which are contrary to those set forth in this Agreement.

3.2 **Reporting Requirements.** Contractor shall provide all reports required by this Agreement and any applicable SOW. Contractor shall keep a record of the purchases made pursuant to the Agreement and shall submit a report to FLVS upon request.

3.3 **Non-Exclusive Rights.** This Agreement is not exclusive. FLVS reserves the right to select other contractors to provide services similar to the Services described in this Agreement during the term of the Agreement.

3.4 **No Minimums Guaranteed.** This Agreement does not guarantee any minimum level of purchases or use of Services.

4. COMPENSATION, PAYMENT AND INVOICING

- 4.1 **Pricing and Payment.** The Contractor will be paid for Services rendered pursuant to the Agreement, final pricing documents and any Statement(s) of Work. Unless clearly stated otherwise in the Agreement, 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. Payments made to the Contractor may be by a Visa Purchasing Card.
- 4.2 **Purchase Orders.** FLVS shall order Services by issuing a purchase order. Purchase Orders, used in conjunction with a Statement of Work (SOW), shall reference the SOW to establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments.

Before any shipments are made or services rendered, Contractor must receive a Purchase Order. Contractor will not be compensated for work performed without receipt of a purchase order.

Purchase orders issued by FLVS pursuant to this Agreement must be received by the Contractor no later than close of business on the last day of the Agreement term to be considered timely, and the Contractor is obligated to perform timely purchase orders in accordance with the Agreement's terms and conditions. Contractors are required to accept timely delivered purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the Agreement term. Purchase orders received by the Contractor after close of business on the last day of the Agreement term shall be considered void.

Timely purchase orders for a one-time performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the Agreement shall apply to the single delivery/performance. Timely purchase orders for recurring delivery/performance by the Contractor shall be valid through their specified term, and all terms and conditions of the Agreement shall apply to the recurring delivery/performance. In no event shall the duration of timely purchase orders exceed the expiration of the Agreement term by more than twelve months.

- 4.3 **Billing/Invoice.** The Contractor shall submit a detailed invoice for the Services supplied to FLVS under the Agreement by email to FLVS Accounts Payable Department at accountspayable@flvs.net. Invoices must include the FLVS purchase order number. All invoices are required to be itemized reflecting the items on the purchase order. Unless otherwise stated in the Agreement, "lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders. FLVS will only pay up to the dollar amounts authorized on the purchase order. FLVS shall pay all approved invoices in arrears and in accordance with applicable provisions of State law (please see section 4.4 of this Agreement). FLVS shall pay to Contractor the fees for services within forty-five (45) calendar days of receipt of invoice. Failure to follow these instructions may result in delay in processing invoices for payment.



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 Agreement. The Contractor shall be solely responsible for paying all costs, expenses, and charges (including without limitation any travel) it incurs in connection with its performance under the Agreement. If, and only if, payment or reimbursement of travel costs is expressly included within the scope of this Agreement, then the Contractor's travel must be approved in advance by FLVS and such payment or reimbursement shall be limited to and governed by section 112.061, Florida Statutes.

- 4.4 **Prompt Payment.** Contractor shall be paid in accordance with Florida Statutes, Chapter 218, the Local Government Prompt Payment Act, upon submission of invoices to FLVS after delivery and acceptance of the goods and/or services provided. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by FLVS. In the case of any loss or damage to the work prior to FLVS's acceptance, such loss or damage will be Contractor's responsibility.
- 4.5 **Payment Contingent on Appropriation.** FLVS's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by FLVS and the availability of funds to pay for the goods and services in this Agreement. FLVS shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or made available for this Agreement and this Agreement is terminated, such action will not constitute a default by FLVS. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, FLVS shall remain obligated to pay for all purchase orders for products or services fulfilled by Contractor prior to the termination notice as stated in section 5.
- 4.6 **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 Agreement, the Contractor shall not be entitled to any compensation under the Agreement 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 Agreement.
- 4.7 **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes FLVS any sum under the terms of the Agreement, pursuant to any judgment, or pursuant to any law, FLVS may set off the sum owed against any sum owed by FLVS to the Contractor in FLVS sole discretion.
- 4.8 **Most Favored Nation/Pricing.** Contractor guarantees that all the benefits and terms granted to FLVS herein are at least as favorable as the benefits and terms granted by Contractor to any other government entity. Should Contractor enter into any Agreement with any other government entity for the delivery of any good(s) or service(s) in this Agreement which provides for benefits or terms more favorable than those contained herein, then this Agreement shall be deemed to be modified to provide FLVS with those more favorable



benefits and terms. For this purpose, Contractor shall promptly notify FLVS of the existence of such more favorable benefits and terms and FLVS shall immediately receive the more favorable benefits and terms.

5. TERMINATION

This Agreement may be terminated by:

- 5.1 FLVS without cause upon delivery of written notice of intent to terminate this Agreement in whole or in part without the payment of any penalty provided to the Contractor not less than thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Agreement to FLVS up to and including the date of termination and FLVS shall be relieved of all obligations after said termination date. 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 Agreement in the event of termination. FLVS shall not be liable for any costs incurred by the Contractor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement.
- 5.2 FLVS at any time if Contractor fails to perform any duties or covenants of this Agreement.
- 5.3 FLVS, 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 Agreement effective as of the date on which the license or certification is no longer in effect.
- 5.4 FLVS, if 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.
- 5.5 FLVS without penalty by giving thirty (30) calendar days' written notice to the Contractor as a result of any of the following:
 - a) FLVS authorization to operate is withdrawn or there is a material alteration in the programs administered by FLVS; and/or
 - b) FLVS duties are substantially modified.
- 5.6 FLVS, if Contractor fails to comply with any of the provisions of this Agreement which is deemed a material breach and are not resolved prior to the cure period as stated in section 6.

6. 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:

- 6.1 Immediately terminate the Agreement without additional written notice; and/or
- 6.2 Procure substitute services from another source and charge the difference between this Agreement and the substitute Agreement to the defaulting Contractor; and/or;
- 6.3 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

7. CONTRACTOR'S TERMINATION DUTIES

Upon receipt of notice of termination or upon request of FLVS, the Contractor shall:

- 7.1 Cease work under the Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) calendar days of the date of notice of termination, describing the status of all work under the Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters FLVS may require;
- 7.2 Immediately cease using and return to FLVS, any personal property or materials, whether tangible or intangible, provided by FLVS to the Contractor;
- 7.3 Comply with FLVS instructions for the timely transfer of any active files and work product produced by the Contractor under the Agreement;
- 7.4 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
- 7.5 Immediately return to FLVS any payments made by FLVS for Services that were not delivered or rendered by the Contractor.

8. CONFIDENTIAL INFORMATION

- 8.1 **Non-Disclosure Agreement.** 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 FLVS terminating this Agreement.
- 8.2 **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 Agreement. The Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by FLVS. If it is reasonably likely the Contractor will have access to FLVS's confidential information, then:
 - a) Any data supplied to or created by the Contractor under this Agreement or from any portion of FLVS data is the sole property of FLVS;

- b) The Contractor shall provide to FLVS upon request a written description of the Contractor's policies and procedures to safeguard confidential information;
- c) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- d) 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 Agreement; and
- e) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Agreement.

8.3 **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of FLVS, either during the period of the Agreement or thereafter.

8.4 **Disposition of Data Possessed by Contractor.** The Contractor must return or securely delete all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained and in all events in such format that is compatible with FLVS information technology systems, promptly at the request of FLVS.

8.5 **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.

8.6 **Reporting of Unauthorized Disclosure.** In the event Contractor or its representatives becomes aware of any unauthorized access to, use or disclosure of, any of FLVS's data, then Contractor shall promptly, and at its own expense: (i) notify FLVS; (ii) inform FLVS daily of status during an ongoing investigation, analysis, or mitigation activity; and (iii) indemnify FLVS for all costs FLVS incurs for those activities.

8.7 **Student Records.** Notwithstanding any provision to the contrary contained in this Agreement, Contractor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act (FERPA), and sections 1002.22 and 1002.221, Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor shall indemnify, defend, and hold harmless FLVS, its officers, and employees for any violation of this covenant. This provision shall survive the termination of this Agreement and shall be binding upon Contractor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171, Florida Statutes, Contractor shall notify FLVS immediately, but no later than ten (10) calendar days following a determination of a breach of data security. Additionally, Contractor shall fully cooperate, at its own expense, with FLVS regarding



FLVS's obligations to notify interested parties of such breach and to carry out all other legal obligations related to a data breach.

8.8 **Survives Termination.** The Contractor's obligations under this section 8 shall survive termination of the Agreement.

9. INDEMNIFICATION

9.1 **Indemnification by Contractor.** In addition to any other statutory or common law obligation to indemnify and defend FLVS, Contractor shall indemnify, defend, and hold harmless FLVS, its board of trustees, officers, agents and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity includes the duty to defend FLVS, its board of trustees, officers, agents and employees against any claim, complaint, or payment of any penalty imposed upon FLVS, its officers, or employees. Such indemnity shall not be limited by insurance or benefits payable by or for Contractor under worker's compensation, disability, or other employee benefits laws or policies. Contractor shall timely provide to FLVS written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement, and FLVS, at its option and sole discretion, thereupon shall be entitled to participate in the defense of any such claim, complaint, or demand. Contractor's obligations under this section shall survive the termination of this Agreement.

9.2 Intellectual Property Indemnification.

- a) Contractor shall, at its own expense, indemnify, defend and hold harmless FLVS (including FLVS board of trustees, officers, agents and employees), from and against any third-party liabilities, claims, demands or suits alleging that Contractor's goods or services infringes any patent, trademark, copyright or other Intellectual Property right of a third party and shall pay all damages awarded or agreed to under a settlement for FLVS.
- b) 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 to the reasonable satisfaction of FLVS so that it becomes non-infringing; or
 - iii. Remove the same and cancel any future charges pertaining thereto.
- c) Contractor, however, shall have no liability to FLVS if any such patent, copyright, or trademark 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, but only if combination is the cause of the infringement; or
- iii. Use of the Services in a manner for which the same was neither designed nor contemplated.

9.3 **Survives Termination.** The indemnification obligation of Contractor shall survive termination of the Agreement.

10. INSURANCE

Contractor shall provide all insurance as required.

10.1 Contractor shall obtain and maintain in full force prior to performance and effect throughout the term of this Agreement no less than 5 years past the completion of the Services with a reputable insurance carrier qualified to do business in the state of Florida and having a rating of not less than "A" from A.M. Best & Company. All certificates of insurance shall be provided within ten (10) calendar days of contract execution.

10.2 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) calendar days' prior written notice to Florida Virtual School (FLVS) and (b) FLVS is to be named as an additional insured party with respect to Contractor activities.

10.3 **General Liability Insurance:** The Contractor shall maintain during the term of this Agreement 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 and property damage liability, and personal injury and advertising liability. 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.

- a) Policy should be endorsed with a "per project aggregate". All coverages 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.
- b) The above policies for General Liability insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the Contractor against claims arising from the operation of subcontractors.

10.4 **Worker's Compensation Insurance:** The Contractor shall maintain during the term of this Agreement, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the term of this Agreement. **Employer's Liability Insurance:** The Contractor shall maintain Employer's Liability Insurance in an amount 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.

10.5 **Automobile Liability Insurance:** Automobile Liability Insurance shall be maintained by Contractor 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.

10.6 **Professional Liability and Cyber Liability including:** Technology Errors and Omissions, Telecommunications Errors and Omissions, or Multimedia Professional Liability whichever is applicable, shall be maintained by Contractor in an amount not less than One Million \$1,000,000, and Network Security Liability, Privacy Liability, Crisis Management, Cyber Extortion, and Media Liability in an amount not less than One Million Dollars \$1,000,000.

11. BONDS

The Contractor shall provide all required bonds as stated by FLVS herein. The bonds shall be issued by a company licensed to do business in the state of Florida, with offices in Florida and with a four -star rating or higher.

- 11.1 Bid Bond: Required Not Applicable
- 11.2 Contract Bond: Required Not Applicable
- 11.3 Maintenance Bond: Required Not Applicable
- 11.4 Performance Bond: Required Not Applicable
- 11.5 Payment Bond: Required Not Applicable

12. WARRANTIES

12.1 **Construction of Warranties Expressed in the Agreement with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Agreement and the Statement of Work, whether or not the Agreement 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 Agreement 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 Agreement and any extensions or renewals thereof.

12.2 **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 Agreement.

- 12.3 Compliance with Federal Safety Acts.** Contractor warrants and guarantees to FLVS that the Services provided under the Agreement 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.
- 12.4 Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Agreement will appear and operate in conformance with the terms and conditions of the Agreement.
- 12.5 Product Recall.** If this Agreement 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.
- 12.6 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 Agreement are or will be fully satisfied by the Contractor so that FLVS will not have any obligations with respect thereto.
- 12.7 Warranties Applicable to Work Product.**
- a) **Assignment.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees to and hereby does assign to FLVS all intellectual property rights in all written materials, video, graphics or other multimedia materials, computer programs (including all source and object code, documentation, manuals or specifications relating to same) and any other works or materials created for FLVS under this Agreement or any Statement of Work as such rights are defined in any jurisdiction throughout the world (the "Work Product"). Contractor agrees to execute all documents that may be necessary to confirm FLVS's ownership of the Work Product, acknowledges that FLVS may use the Work Product in whatever way and for whatever purpose it chooses, in its sole discretion,

and represents and warrants that any third parties who are permitted to contribute to the Work Product under this Agreement are bound by all of the obligations of this section.

- b) **License to Preexisting and Third-Party Materials.** Unless otherwise approved by FLVS in advance, no third-party materials or preexisting Contractor materials will be incorporated into or combined with any Work Product delivered to FLVS. For any third-party materials or preexisting Contractor materials that are approved for use with Work Product, Contractor grants FLVS (on its own behalf and on behalf of any required third parties) a perpetual, non-exclusive, royalty free license to possess and use same for all purposes contemplated in this Agreement, including the right to create derivative works based on same.
- c) **Contractor's Representations and Warranties.** Contractor represents and warrants that: (a) all Work Product created hereunder will be wholly original to Contractor and that Contractor has full right, title and authority to transfer ownership of same to FLVS as contemplated hereunder; (b) for any materials or other assets provided under this Agreement for which Contractor does not have full right, title or ownership, that Contractor has all necessary right and authority to grant the licenses or other rights set forth in this Agreement; (c) that there are no third-party restrictions on Contractor's rights, including but not limited to any confidentiality restrictions, license restrictions, encumbrances, liens or use restrictions, that will prevent FLVS from exercising the rights granted under this Agreement; (d) any Work Product will be compatible with and may be used in conjunction with other software or hardware as described herein, in any Statement of Work, or in any documentation relating to the Work Product; (e) there are no copy protection or similar mechanisms within the Work Product or any materials being licensed with it which will, either now or in the future, interfere with the rights granted herein; (f) the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software or data which the Work Product is designed to work with; (g) unless approved by FLVS in advance, the Work Product and any materials licensed with it are and shall be free from all liens and encumbrances, shall not contain any "open source" software, freeware or software subject to any public license or similar license obligations; (h) the Work Product, any materials licensed with it and FLVS exercise of its rights hereunder, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, right of publicity or privacy, or other right or interest of any third party, will not constitute libel or slander against, any person, firm or corporation, and no such third party claims are pending or have been asserted or threatened as of the Effective Date; and (i) any maintenance, support or other services performed hereunder shall be performed in a professional and competent manner in accordance with industry standards and in compliance with all applicable laws, regulations and orders.

12.8 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 Agreement, which shall take precedence.

12.9 Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform Services under this Agreement are either lawful employees of Contractor or lawful employees of a subcontractor authorized by FLVS. All persons assigned to perform Services under this Agreement shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

13. HOSTING OR STORING FLVS DATA If the Contractor's Services include the Contractor hosting or storing data for FLVS or on FLVS's behalf, then the following provisions shall apply:

13.1 Contractor agrees to maintain the appropriate security safeguards reasonably necessary to prevent unauthorized persons from accessing, using, disclosing, or otherwise committing any act that could breach or compromise the privacy, availability, integrity, or content of such data or information. Contractor and/or its designated hosting provider shall transmit and store any and all Confidential Information using a commercially supported encryption solution.

13.2 Contractor shall transmit and store all Confidential Information in encrypted form. Licensor shall employ encryption solutions that meet the recommendations of the National Institute of Standards and Technology (NIST) Special Publication 800-111 and Federal Information Processing Standard (FIPS) 140-2.

13.3 Stored or at rest information means Confidential Information resting on any end user device, including but not limited to laptop and desktop computers, smartphones, tablets and PDA computers, CD/DVD media, removable flash drives, and backup tapes.

13.4 Transmitted or in-motion information means data transferal from one computing device to another across any network, wireless or wired.

13.5 In the event Contractor's hosting or other storage of FLVS's data is terminated, Contractor must ensure that FLVS is able to output all data, and save all reports, documents, and images in appropriate file folders and in such manner and access that FLVS can access, read, and use the data, prior to such termination and will provide, at no additional cost, reasonable assistance to FLVS to recover its data.

13.6 To facilitate FLVS's recovery of its data, Contractor must provide a Data Dictionary or reasonable facsimile for all data stores that hold or manage FLVS data.

a) "Data Dictionary" means a document that describes the details of all databases and database management systems (DBMS) including the schema used to structure the data, the types of records stored in the database, integrity constraints, whether or not the records are encrypted, relationships and dependencies of the data to other systems, as well as the locations, hostnames, IP addresses of the database and DBMSs; additionally, the document must include the name and locations of all log files, transaction logs, key storage, and all other pertinent details that help identify, locate and access the database system and all of its components. FLVS may use the information related to such Data Dictionary for creating software interfaces to the applicable databases.

- b) The Contractor data systems must provide FLVS with all reasonably required connectivity information to ensure that FLVS may connect any third party or FLVS owned functional components to the Contractor data systems as deemed necessary by FLVS, in its discretion, to obtain its data in useable form and in a manner that will minimize the disruption to FLVS's operations.

14. E-VERIFY COMPLIANCE

In accordance with section 448.095, Florida Statutes, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/web/Login.aspx> to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors, if any, performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement. Concurrent with Contractor's execution and delivery of this Agreement and as a condition precedent to the effectiveness of this Agreement, the Contractor shall execute and deliver to FLVS the Contractor's affidavit certifying compliance with this section. Thereafter during the term of this Agreement, upon FLVS's request, the Contractor shall complete and return to FLVS within ten (10) calendar days of FLVS's request, the Contractor's affidavit certifying compliance with this section and/or the Contractor's subcontractor(s) affidavit(s) certifying compliance with this section. Failure to comply with this section shall be grounds for immediate termination of this Agreement.

15. 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 Agreement 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 Agreement. 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.

16. BACKGROUND SCREENING

Contractor represents and warrants to FLVS that the Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Florida Statutes, regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes. If required, Contractor and its employees and/or agents must undergo a Level II Background Screening including fingerprinting at Contractor's expense at a Fieldprint office in the United States and determination by FLVS of having met the requirements prior to the start of the Agreement or authorization for personnel to be assigned to perform services under this Agreement. Contractor agrees to indemnify and hold harmless FLVS, its officers, agents and employees from any liability in the form of personal injury or property damage resulting from

Contractor's failure to comply with the requirements of this section. The Technical Assistance paper for the Jessica Lunsford Act can be accessed at https://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12_05-107a.

17. 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. 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 Agreement, 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 Agreement. Contractor and Contractor's personnel shall also comply with all applicable local, state and federal laws and FLVS policies and standards in effect during the performance of the Agreement, including but not limited to FLVS's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.

19. SOLICITATION OF EMPLOYEES

Each Party (FLVS and Contractor) agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or indirectly, on its own behalf for as a representative of any other person or entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter into employment with any other person or entity. Notwithstanding the foregoing, a general solicitation for resumes or employees published in a newspaper, on the internet, or in any other public medium or in a similar manner will not be deemed to be a violation of this section. Contractor acknowledges that FLVS has informed Contractor that FLVS employees are under contract that contain non-compete agreements and Contractor will not hire said employees unless the FLVS employee non-compete agreement has expired.

20. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

- 20.1 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.

- 20.2 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.
- 20.3 Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection 20.1 above.
- 20.4 In the statement specified in subsection 20.1 above, 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, Florida Statutes, 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) calendar days after such conviction.
- 20.5 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.
- 20.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section 20.

21. CONTRACT ADMINISTRATION

- 21.1 **Performance.** FLVS will periodically inspect work to assure that the requirements of this Agreement are being met and performance is satisfactory. Should it be found that the requirements or performance specified herein are not being satisfactorily maintained, the Contractor 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 Contractor's right to proceed further with this work. In such event, the Contractor will be paid only for materials used. The Contractor and its sureties may be liable to FLVS for any additional cost incurred by FLVS to complete the job. At this point, the Contractor shall be considered in default and the Agreement subject to termination. Performance ratings may be considered during award of future contracts by FLVS.
- 21.2 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Agreement award exceeds the delegated purchasing authority of FLVS, then FLVS must obtain approval of the amendment from its Board. All amendments to the Agreement must be in writing and fully executed by duly authorized representatives of FLVS and the Contractor.
- 21.3 **Construction of Agreement.** FLVS and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against Agreement's drafter and agree that this Agreement is their joint product. FLVS and the Contractor agree that

they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so and that they are fully aware of the meaning of its contents. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.

- 21.4 **Third Party Beneficiaries.** There are no third-party beneficiaries to the Agreement. The Agreement is intended only to benefit FLVS, and the Contractor.
- 21.5 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that venue for any court proceeding arising from or related to this Agreement shall be located exclusively in Orange County, Florida.
- 21.6 **Attorney's Fees and Remedies.** In the event of a breach of this Agreement, the breaching Party shall pay all reasonable attorney's fees, costs, and expenses incurred by the non-breaching Party arising from such breach. The Parties agree that the rights and remedies set forth in this Agreement are in addition and supplemental to those rights and remedies provided to each Party pursuant to common law and/or (state or federal) statute, all of which expressly reserved.
- 21.7 **Dispute Resolution Procedure.** Prior to the initiation of any litigation, any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following Dispute Resolution Procedure ("DRP"). The DRP shall not be applicable to, nor a condition precedent to, the termination provisions permitted by this Agreement. The Parties agree that during the pendency of the DRP, any applicable statute of limitations shall be tolled until the DRP is exhausted:

Level 1: Before entering into Levels 2 or 3 of this DRP, Contractor and FLVS shall meet and confer for the purpose of resolving the dispute or controversy. There shall be at least two Level 1 "face-to-face"/in-person meetings, the first of which shall be between Contractor and FLVS Designees. If no resolution is accomplished at the first meeting, the second meeting shall be between at least one principal or chief officer of Contractor and at least one chief officer of FLVS or his or her authorized designee. The Parties will put forth their best, good faith efforts in attempting to reach a resolution throughout the course of these meetings. The meetings shall be held at FLVS's administrative offices.

Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute and before entering into Level 3 of the DRP, Contractor and FLVS shall enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The mediation process is defined as follows:

- The Parties shall select a mutually agreeable third-party Mediator to aid the fair and expeditious resolution of the dispute. The Mediator shall not be an employee or former employee of either Party. The mediation shall be held FLVS's Administrative Center unless another location is mutually agreed upon by the Parties. The mediation shall be subject to the confidentiality

requirements of Mediation Proceedings as set forth in sections 44.401 through 44.406, Florida Statutes.

Level 3: Only after the completion of Levels 1 and 2 above without a satisfactory resolution of the dispute, either Party may bring suit in a court of competent jurisdiction located in Orange County, Florida.

Jury Trial Waiver: In the event that a Party initiates “Level 3” court action, the Parties hereby unconditionally waive their respective rights to a jury trial on any matters so triable.

- 21.8 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part by Contractor 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.
- 21.9 **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 Agreement or any of the work subsequently assigned under this Agreement. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Agreement shall in any way relieve Contractor of any responsibility, obligation or liability under this Agreement and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Agreement shall also apply to the subcontractors. Any Agreement with a subcontractor must also preserve the rights of FLVS. FLVS shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- 21.10 **Entire Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and it supersedes and replaces all prior negotiations and proposed agreements. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those terms and covenants embodied in this Agreement.
- 21.11 **Descriptive Headings.** The headings used herein are descriptive and for identification purposes only and are not determinative as to the meaning or effect of any term of this Agreement.
- 21.12 **Independent Contractor.** The Parties acknowledge that the services and/or products provided by Contractor pursuant to this Agreement are rendered to FLVS in the capacity of an independent contractor. Accordingly, Contractor is not authorized to assume or create any obligations or responsibility (whether expressed or implied) on behalf of or in the name of FLVS.
Nothing contained in this Agreement shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor and FLVS. In this regard, neither the Contractor nor its officers, employees, or agents shall be deemed to be employed by FLVS for purposes of taxes or contributions levied by,



under or in accordance with any federal, state, or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. Contractor covenants and agrees that it shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state, or local law due with respect to Contractor's employees and agents. Neither Contractor nor any of its officers, employees, or agents shall be entitled to any fringe or defined benefits or deferred compensation plans established or offered by FLVS to or for the benefit of any FLVS employees.

- 21.13 **Contractor Authority.** Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of Contractor is authorized to do so.
- 21.14 **Joint and Several Liability.** 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 Agreement, and for any default of activities and obligations.
- 21.15 **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Agreement, this Agreement supersedes all prior contracts or agreements between FLVS, and the Contractor for the Services provided in connection with the Agreement.
- 21.16 **No Waiver.** No delay or failure to act on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly therein specified.
- 21.17 **Force Majeure.** Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.
- 21.18 **Notices.** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be provided in writing. Such notice shall be delivered via electronic mail, or overnight delivery (with a receipt), or certified mail, return receipt requested, to and addressed as follows:

As to FLVS: Florida Virtual School
Attn: Procurement and Contracting Department
5422 Carrier Drive, Suite 201
Orlando, FL 32819



Email: procurement@flvs.net

With a copy to: Florida Virtual School
Attn: General Counsel
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to Contractor:
Attn:

Email:

With a copy to: N/A

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.

- 21.19 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any Party provided in the Agreement 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 un-remedied, unsatisfied or undischarged.
- 21.20 **Severability.** The terms of this Agreement shall be severable such that, if any term herein is deemed illegal, invalid, or unenforceable, such holding shall not affect the legality or enforceability of any other provision of the Agreement.
- 21.21 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement. Contractor shall ensure that all personnel providing Services to FLVS are responsive to FLVS's requirements and requests in all respects.
- 21.22 **Authorization.** The persons signing this Agreement represent and warrant to the other Parties that:
- a) It has full authority to enter into the Agreement, perform its obligations 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; and
 - b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.



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

21.24 **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 Agreement 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 grant access to all records pertaining to the Agreement to FLVS's authorized representative. The Contractor shall permit onsite access visits by designated FLVS employees or agents to conduct audits. These audits may require FLVS access to records and data, computers or communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.

21.25 **Reservation of Sovereign Immunity.** Nothing in this Agreement is intended to waive FLVS's sovereign immunity or waive or broaden the limits of FLVS's liability under section 768.28, Florida Statutes. FLVS expressly reserves all such protections and privileges related to its sovereign immunity. In no event will FLVS's liability under any other provision of this Agreement exceed the sum of \$200,000.00 per person or \$300,000.00 per occurrence. Furthermore, nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

21.26 **Public Records.** Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor is required comply with Florida's Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a) Keep, maintain and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b) Provide to FLVS, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c) Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d) Upon completion of its obligations under the Agreement, transfer to FLVS, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to FLVS must be provided in a format that is compatible with FLVS information technology systems. Contractor's

failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by FLVS without penalty to FLVS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net , OR BY PHONE 407-409-2879, OR BY MAIL TO: 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FL 32819.

- 21.27 **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, FLVS trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of FLVS.
- 21.28 **Non-Disparagement.** Contractor, on its behalf and on behalf of its officers, employees, and agents, covenants and agrees that any such party shall not make any disparaging, impugning, negative, or otherwise damaging statements or remarks about FLVS, its officers, or employees or otherwise take any action or fail to take any action with the primary intent of impugning or damaging the reputation or business relations of FLVS, its officers or employees. The provisions of this section shall survive the termination of this Agreement.
- 21.29 **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.
- 21.30 **Certification Regarding Sales and Use Tax.** By executing the Agreement, the Contractor certifies it is 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 Agreement 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.
- 21.31 **Obligations Beyond Agreement Term.** The Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Agreement. All obligations of the Contractor incurred or existing under the Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Agreement.
- 21.32 **Further Assurances and Corrective Orders.** 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 Orders as may reasonably be required for carrying out the expressed intention of the Agreement.

- 21.33 **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Agreement 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 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 Agreement, 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.

- 21.34 **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both FLVS and the Contractor attached hereto), the RFX and the Statement of Work (SOW) (including any subsequent addenda and/or change orders), any inconsistency or conflict shall be resolved as follows:

First priority is given to any subsequent amendment or change order to this Agreement. Second priority is given to the specific provisions of this FLVS Master Service Agreement. Third priority is given to Attachment 4, if any. Fourth priority is given to Attachments 2a and 2b, the Fee Schedule, SOW(s), and order forms (if any). Fifth priority is given to the RFX addenda, if any. Sixth priority is given to the RFX. Last priority is given to the Contractor's Response to the RFX. Notwithstanding anything to the contrary herein, any exceptions to the RFX and any addenda made by Contractor within its Response that have not been explicitly accepted by FLVS in writing shall not be included in this Agreement.

- 21.35 **Intent of References to RFX Documents** (applicable only if this Agreement is as a result of an RFX award). 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. Contractor may be suspended, terminated, or debarred if it is determined that: (i) Contractor has made false certification here or in the RFX; or (ii) Contractor fails to carry out the requirements of this contract.

- 21.36 **No Presumed Construction Against Drafter(s).** The Parties acknowledge that they and their attorneys have participated in the preparation, negotiation, and drafting of this Agreement. The terms of this Agreement shall be construed in accordance with their fair



meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms.

22. FEDERAL PROVISIONS

- 22.1 If FLVS is using any federal funds for payment of the Services, then Contractor shall execute and deliver to FLVS the Certifications in Attachment 4 (if any) concurrent with Contractor's execution of this Agreement and concurrent with subsequent amendments (if any) to this Agreement.

- 22.2 If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

[Signatures follow on next page]



[Signature page to Master Service Agreement between Florida Virtual School and <company name here> Dated]

23. SIGNATURES

FLVS and the Contractor agree that the Agreement may be executed in several counterparts and via facsimile or electronic signature, each of which when taken together shall be deemed to constitute and entire and original Agreement.

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

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

Contractor's Name:	
By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Address:	
Florida Virtual School (FLVS)	
By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Louis J. Algaze, Ph.D. – President and CEO	
Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819	

Approved as to Form: _____
FLVS Office of General Counsel

ATTACHMENT 1
RFX Documents



ATTACHMENT 2A
FEE SCHEDULE AND RATE CARDS
<Contractor Name>
(Not to Exceed Rates)



**ATTACHMENT 2B
STATEMENT OF WORK OR RESPONSE**

**Florida Virtual School
Statement of Work (SOW) #**

Master Service Agreement # _____ **for:** _____

1. Term of SOW: Start Date: _____ End Date: _____ **Project**

2. Description and Scope

This statement of work pursuant to the terms of the MSA# _____ between FLVS and _____ identified above is for the purpose of _____. _____ shall be paid as described below by Florida Virtual School.

3. Project Timeline and Milestones

Project Schedule	Milestone Due date
Kickoff	
Completion Due Date	

Notes:

4. Deliverables, Cost Structure and Payment Terms

Payment to the Contractor will be provided as described in MSA # _____. Any changes must be mutually agreed upon through issuance of FLVS Change Order.

Deliverables	Cost
	\$
Completion	\$
TOTAL	\$

Notes:

- No work may begin until FLVS purchase order is issued to the Contractor. Services shall be made as specified on the purchase order or reference the corresponding Contractual agreement governing the specifications and terms and conditions. Contractor will not be compensated for work performed without receipt of a purchase order.
- Invoices will be based upon actual quantities delivered and accepted by FLVS. If fewer items are delivered and accepted, a reduction on the final invoice shall apply.

- Any invoice submitted as a result of this SOW shall be itemized reflecting the items on the purchase order. Unless otherwise stated in the contract, “lump sum” invoices shall not be submitted nor will be accepted for multiple line purchase orders. FLVS will only pay the dollar amounts authorized on the purchase order.
- Contractor will not invoice FLVS for amounts in excess of the above stated costs without prior written approval from FLVS (issuance of Statement of Work Change Order and revised Purchase Order).
- No verbal modifications to this Statement of Work may be made, including, but not limited to, scope, deliverables, milestones, and cost. Any and all modifications to this SOW must be made in writing via Statement of Work Change Order signed by both parties.
- FLVS, at its sole discretion reserves the right to cancel all Statements of Work.
- Invoices must include the FLVS purchase order number and be sent to FLVS Accounts Payable (accountspayable@flvs.net) with a copy to _____ at _____@flvs.net.

5. Liquidated Damages *(Include when Applicable)*

Liquidated damages shall apply if the Contractor fails to meet the project schedule (Section 3) as specified within the Statement of Work. FLVS may, at its discretion, elect to assess liquidated damages in the amount of \$XXX.XX per calendar day until the earlier of the date that:

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

Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes FLVS any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, FLVS may set off the sum owed against any sum owed by FLVS to the Contractor in FLVS sole discretion.

6. Authorized Person to Receive Contract/Approval Notices for:

<u>Contractor:</u>	<u>FLVS:</u>
Name:	Name:
Phone:	Phone:
Email:	Email:

Nothing contained in this Statement of Work is agreeing to or authorizing any change in the terms of the MSA # _____, nor is this agreement authorizing or agreeing to any financial commitment beyond that authorized by the FLVS Board of Trustees in the Master Service Agreement.

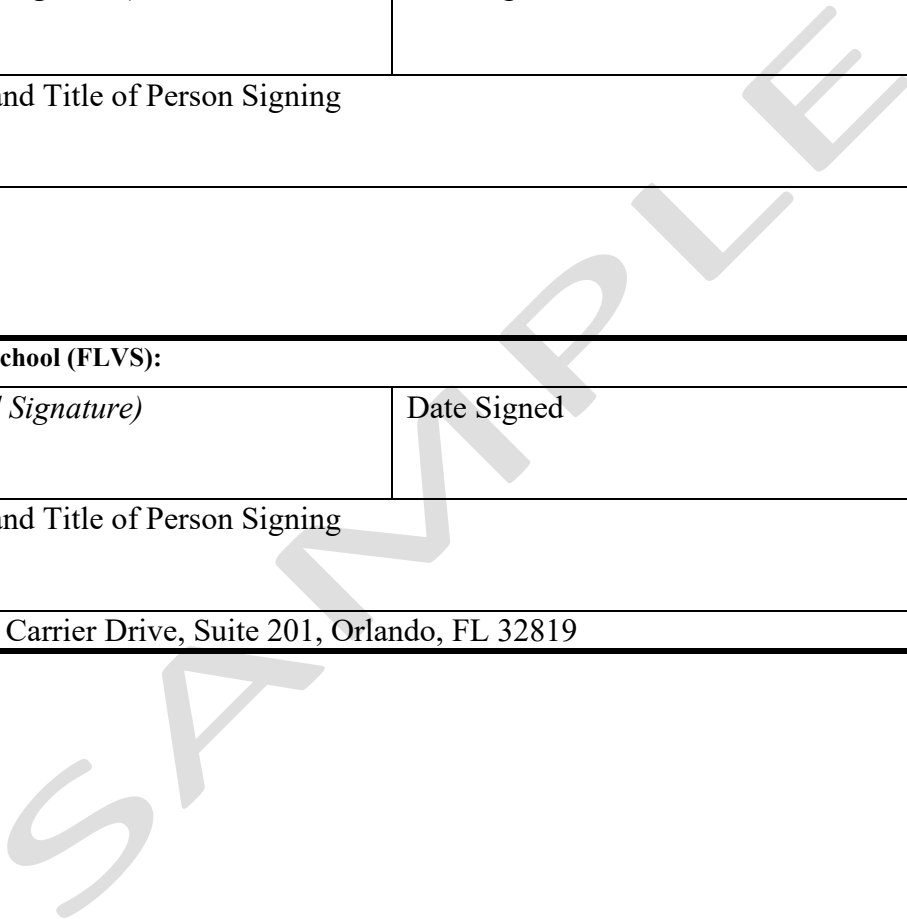
Intellectual Property Ownership. Except for the rights expressly granted in this Agreement, neither party shall acquire any claims to or rights in any Background Intellectual Property of the other party. All right, title and interest in and to any course content or materials created by Contractor as



part of the services provided hereunder including without limitation all rights of patent, copyright, trademark, and other intellectual property and proprietary rights, shall vest in FLVS and shall be deemed a “work made for hire,” as that term is defined in the U.S. Copyright Act (17 U.S.C. § 101), by Contractor for FLVS. If the course content, materials or any portion thereof may not be considered a “work made for hire,” Contractor hereby assigns to FLVS its entire right, title and interest in and to such course content and materials.

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

Contractor’s Name:	
By (<i>Authorized Signature</i>)	Date Signed
Printed Name and Title of Person Signing	
Address	
Florida Virtual School (FLVS):	
By (<i>Authorized Signature</i>)	Date Signed
Printed Name and Title of Person Signing	
Address; 5422 Carrier Drive, Suite 201, Orlando, FL 32819	



ATTACHMENT 3
Contractor's Response