

PROCUREMENT SERVICES

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Request for Proposal Online Driver Education – Testing Integration Services with Optional Course RFP01-2404039B01-DRVING-XXXXXX

<https://flvs.bonfirehub.com/>

Public meetings shall be conducted via Zoom Conference.

Dial-In Number: 646 876 9923

Zoom Meeting Link: <https://flvs.zoom.us/j/6826895354>

Meeting ID: 682 689 5354

Direct all inquiries in writing to FLVS Procurement Services via Bonfire.

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	June 18, 2024	N/A
Pre-submittal Conference (Non-Mandatory Meeting)	Overview of RFP	June 26, 2024 11:00 AM EST	Public Zoom Conference
Question & Answer Deadline	Written question and answer period	June 27, 2024 no later than 2:00 PM EST	Submit via Bonfire
Bid Due Date/Time	All responses due. The names of the respondents announced.	July 22, 2024 no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	July 30, 2024 10:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Scoring (Public Meeting)	August 6, 2024 10:00 AM EST	Private Zoom Invite for interview
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	August 8, 2024	N/A
Award Date Tentative Date	Date of FLVS Board Approval	September 12, 2024*	N/A

NOTICE TO ALL INTERESTED PARTIES: FLVS is accepting responses to this solicitation via electronic submission at <https://flvs.bonfirehub.com/opportunities>. No hardcopy submissions will be accepted. DO NOT ship or deliver your response to FLVS offices. Electronic submissions will be accepted only until the due date and time listed above. The drop box does not accept late submissions. Submission time stamps are determined by Bonfire's system clock. Proposers are responsible for ensuring all submissions are uploaded prior to the deadline. If technical support is needed during the submission process, contact Support@GoBonfire.com.

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

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**FLORIDA VIRTUAL SCHOOL
REQUEST FOR PROPOSAL**

ONLINE DRIVER EDUCATION –TESTING INTEGRATION SERVICES WITH OPTIONAL COURSE

1. OVERVIEW

1.1. Purpose

Florida Virtual School (“FLVS”) is seeking responses from qualified proposers to provide integration services connecting FLVS Driver Education students directly to their local Department of Motor Vehicle testing centers. In addition, FLVS will consider proposals including an optional full course offering for a Student Driver Online Education program. Proposals shall demonstrate compliance, as applicable with the Department of Education standards and Department of Motor Vehicle requirements specific to each state included within the response.

1.2. About FLVS

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

1.3. Contract Scope, Structure, Terms, and Pricing

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

1.3.2. Scope of Work: The scope of work under this contract is in Section 5 of this RFP.

1.3.3 Contract Structure:

FLVS shall contract the services described herein under a single contract. The single contract, however, shall be packaged into one Master Service Agreement (“MSA”) with an associated Scope of Work (SOW). A separate SOW shall be issued for all services to be provided. A brief summary of the expected contract scope under each of these agreements is shown below.

1.3.4 Contract Term: The term shall be for three (3) years with three (3) optional one-year renewals as directed by FLVS.

- 1.3.5 **Contract Pricing:** The MSA and SOW(s) shall be based upon the final negotiated prices. Contractors shall provide pricing as required on the proposal price sheet. Alternate price structures may be submitted in addition to the pricing requested. FLVS reserves the right to reject proposals that do not comply with the information requested on the proposal price sheet.

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2. EVALUATION OF RESPONSES

Every response shall be reviewed/evaluated in terms of its conformance to the RFP specifications. FLVS shall generally follow the process outlined below. In doing so, FLVS at its will, reserves, at a minimum, the following rights:

- a. All responses properly completed and submitted shall be accepted by FLVS. However, FLVS reserves the right to reject any or all responses, reject any response that does not meet all mandatory requirements, or cancel this RFP according to its best interest.
- b. FLVS also reserves the right to waive minor irregularities in responses if that action is in the best interest of FLVS. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Proposer from full compliance with the specifications stated in this RFP or resulting contract.
- c. FLVS reserves the right, before awarding the contract, to require Proposer to submit additional evidence of qualifications or any other information FLVS may deem necessary.
- d. FLVS shall not be under any requirement to complete the evaluation or negotiations by any specific date and reserves the right to suspend or postpone the evaluation or negotiation process should the need arise due to budget constraints, time constraints or other factors as directed by FLVS.
- e. The award shall be made to the Proposer that best meets FLVS needs.
- f. FLVS reserves the right to request clarifications at any time throughout the evaluation and negotiation process.
- g. There will be no interim briefing regarding the status of a particular response until the evaluation of all responses is complete.

2.1. Proposal Evaluation Committee (PEC)

Responses shall be reviewed and evaluated by the PEC as described herein.

2.1.2 The PEC committee shall consist of FLVS staff members who are voting members, non-voting subject matter experts (SMEs) and at FLVS's discretion, non FLVS staff. The voting members of the PEC shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. Non-voting member(s) responsibilities include reviewing the proposals, testing in demo environments where applicable, and providing subject matter expertise.

2.1.2 The PEC, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on the evaluation criteria listed in the Table in Section 2.6.1.

2.1.3 The PEC reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require at the discretion of FLVS formal presentations with the key personnel who shall administer and be assigned to work on behalf of the contract before recommendation of award.

2.1.4 The PEC reserves the right to conduct site visits of a Proposer’s facilities and/or of a current project they are managing.

2.1.5 FLVS reserves the right to request login access to a test environment or other simulation of proposed solution for evaluation purposes.

2.2 Public Notices. FLVS Public notices shall be posted on Bonfire: <https://flvs.bonfirehub.com/> and Florida Virtual School Procurement Opportunities: <https://www.flvs.net/about/procurement>

2.3 Reply Opening

All submissions will be opened by FLVS Procurement via Zoom Conference as per the cover sheet. The list of responses received shall be made available within 48 hours following the opening as described in 2.2 Public Notices.

2.4 Responsiveness to Submittal Requirements

A preliminary evaluation by FLVS Procurement Services shall determine whether each received response is complete and compliant with the minimum qualifications and all other instructions and/or submittal requirements in the RFP. Section 3.1 Compliance will be reviewed by the Procurement Department and reported to committee during the evaluation session. Any responses that are incomplete or that do not comply with the instructions and /or submittal terms and conditions may be rejected and excluded from further consideration. Responses which are compliant as determined solely by FLVS, are moved to the evaluation stage.

2.5 Proposal Evaluation

2.5.1 Step 1: Evaluation

Proposals will be evaluated and scored by a PEC approved by the Procurement Director. Using the evaluation criteria specified below, the PEC will evaluate and score responsive replies and, at the sole discretion of the PEC, may proceed to oral presentations with one or more respondent(s) selected.

FLVS shall evaluate each written response based on the evaluation criteria listed in Section 2. 6.1, using a 0-10 rating system multiplied by the weights assigned. This meeting shall be open to the public via the zoom link provided on the cover page.

Step 1a: The response evaluation committee members will discuss all contractor responses, and each evaluation committee member will score the responses individually.

Step 1b: Procurement will combine the evaluation scores submitted by all PEC members and shall determine the highest scoring responses based on the total evaluation scores received. FLVS reserves the right to determine the cutoff score and the number of responses that may advance to Step 2. Step 2 is optional at the sole discretion of FLVS. If FLVS determines that Step 2 is not required, award

recommendation will be made based on the scores from Step 1.

2.5.2 Step 2 (optional): Presentation and/or Interview

Finalists shall be notified by FLVS Procurement to appear in-person or via Zoom meeting at the discretion of FLVS, in no particular order, for a presentation and/or an interview of their response and detailed discussion of the elements of their response. Only the scoring session shall be a public meeting. Step 2 evaluation is a “fresh evaluation” with scores from step 1 not carried forward.

- a. Procurement Services will assign the date and venue for the demonstrations and/or oral presentations based upon a random drawing of the responses advanced to Step 2;
- b. The PEC may require the finalists to furnish additional information or respond to questions and/or clarifications prior to or at the oral demonstration/interview;
- c. FLVS may require finalists to provide login or access for testing systems if applicable as directed;
- d. FLVS reserves the right to invite additional subject matter experts from FLVS and/or its representatives to attend oral demonstrations/presentations;
- e. Following the oral demonstrations/oral presentations, FLVS may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the PEC scoring. May require additional public meeting(s).
- f. Using the evaluation criteria in Section 2.6.2, each member of the PEC will separately score each respondent’s demonstration/oral presentation using a 0-10 rating system multiplied by the weights assigned.
- g. The procurement representative will combine the evaluation scores submitted by all PEC members for this step to determine the highest scoring respondent ranking.
- h. Procurement Services will post an Intent to Award Notice within approximately two weeks from finalist selection.

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2.6 Evaluation Criteria

The responsive replies will be evaluated and ranked on a scale of 0-10 using the following criteria multiplied by the weights assigned. This meeting shall be open to the public via the zoom link provided on the cover page.

2.6.1 Proposal Evaluation Criteria Step 1. These criteria shall be used through the evaluation process as described subsequently:

Criteria No.	Step 1: Main Criteria Description	Weight
1.	Qualifications, Experience and Letters of Reference	20%
2.	Testing Integration Services - Demonstrated ability to meet or exceed Scope of Services, Requirements, and Responses to Questionnaire for Integration Services	50%
3.	Cost Proposal	30%
	TOTAL	100%

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

- a. **Cost Proposal for Price Analysis.** Price Analysis is conducted through the comparison of Cost Proposals submitted. The maximum points will be awarded to the lowest acceptable Cost Proposal. Replies with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Cost Proposal to the higher Cost Proposal. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

$$(Low\ Price/Respondent's\ Price) \times Price\ Points\ (30) = Respondent's\ Awarded\ Points$$

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

Criteria No.	Step 2: Main Criteria Description	Weight
1.	Substance and content of the presentation	20%
2.	Question and answers session including requested clarifications that demonstrate proposer’s ability to meet or exceed RFP requirements	30%
3.	Additional value-added and/or additional optional services	30%
4.	Cost containment strategies	20%
	TOTAL	100%

Any optional offerings or additional services including the course component would be considered at this stage.

2.7 Basis of Award

Recommended award shall be made to the highest ranked Contractor(s) whose response is determined in writing to be the most advantageous, bringing “best value” to meet the criteria of FLVS. FLVS reserves the right to make awards by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularities or technicalities. All purchases are contingent upon FLVS funding. Following the selection and upon final negotiation of the contract terms and conditions with the top ranked Respondent, recommendation for contract award will be submitted to FLVS Board of Trustees (if total value is \$300,000 or more) or Procurement Director approval (if total value is under \$300,000).

The FLVS Executive Team at their sole discretion shall accept or reject all recommendations of the Evaluation Committee. If the Executive Team accepts the Evaluation Committee’s recommendation, the process continues as noted in each step above. If the Executive Team rejects any Evaluation Committee’s recommendation, the Executive Team at their sole discretion, shall proceed with any of the following methods: directing the Procurement Representative to recommence the selection ranking process at whatever state or step the Executive Team deems appropriate (including step 1, step 2, and/or step 3); pursuing the project by any other alternative method permitted under Florida law; or abandoning the project all together. If the Executive Team elects to pursue the project through an alternative method or abandon the project all together, FLVS shall provide public notice of that decision.

FLVS reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service.

Services will be authorized to begin when the Contractor receives a fully executed contract and issuance of a Purchase Order from FLVS. Once awarded, Procurement will provide notice of the award to the Contractor.

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3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

3.1 Compliance and Electronic Response Submission

Proposals must be received by FLVS Procurement Department through Bonfire at <https://flvs.bonfirehub.com/opportunities> no later than the response due date and time specified above. Proposals received after this time will not be considered. Proposals shall not be modified after the RFP closing date and time.

As a reminder, no late submissions can be accepted. Proposer is responsible for allowing adequate time to upload their documents to Bonfire.

If you're experiencing technical difficulties, contact support@gobonfire.com.

- Upload files in Adobe Portable Document Format (.pdf), Excel (.xls or .xlsx)
 - **No Zip Files shall be accepted**
- Enable Printing on all files submitted
- All required documents must be fully filled out and signed by an official who is authorized to legally bind the Respondent on all solicitation specifications
- **All documents must reference the LEGAL name of the Proposer exactly as it appears under business registration of state where registered/incorporated. The LEGAL name must match the FEIN or Tax ID number provided. Do not submit a proposal under a d/b/a (“doing business as”) or a fictitious business name.**
- Clearly identify each part of the submission as directed by the solicitation document
- Terms, and Conditions and/or Exceptions submitted by the Respondent which differ from those of the solicitation may be cause for disqualification of the proposal

3.1.1 Proposal Structure

In order to maintain comparability and consistency in the review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. **All proposal responses should use the below sections numbers and layout without deviation:**

- Table of contents
- Section 1 – Cover Letter and Compliance Information
- Section 2 – Qualifications, Background, References and Case Studies
- Section 3 – Response to the Scope of Work Requirements
- Section 4 – Cost Proposal for Integration Services
- Section 5 – Additional Optional Services (Optional Course Offering or other related services)
- Section 5B – Cost Proposal (Additional Optional Course Offering or other related services)

Submit the following separate electronic documents clearly labeled in PDF format

- One (1) electronic unredacted response **EXCLUDING** OPTIONAL Services
- One (1) redacted full version including all content (see Public Records Appendix H)

- Additional Optional Services (Course Offering or other related services) (Response to Section 5B)
- Cost Proposal Forms – Section 6
- Cost Proposal Forms – Section 6B Additional Optional Services
- Proof of Financial Stability
- Required Forms Packet - must be submitted as part of the response completed fully and without edits

Responses not meeting the requirements herein may be determined to be non-responsive; non-responsive responses will receive no further consideration.

3.1.2 Table of Contents

Clearly outline and identify the material and responses by Section in sequential order for the major areas of the response, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

3.1.3 Proposal Section 1 - Cover Letter and Compliance Information

Provide a cover letter indicating your company’s understanding of the requirements/scope of this RFP. The letter must be a brief formal letter from the Proposer that provides information regarding the company’s interest in and ability to perform the requirements of this RFP. Unless specific exceptions are noted in the response to this package, all terms and conditions contained in the response to include the inclusive sample contract are considered to be accepted by the proposer. The prospective Proposer hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto. Cover letter shall be signed by authorized principal party.

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

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

3.1.4 Mandatory Certifications/Forms Packet

Responses must include all Mandatory Certifications/Forms (provided in RFP Attachment 1 – “Mandatory Certifications/Forms Packet”) listed below along with copies of current Certificates of Insurance. All forms must be completed and signed (and notarized where applicable). These documents must not be modified in any manner. Note: The “Mandatory Certifications/Forms Packet” also contains an Appendix J, FLVS Master Service Agreement (MSA), Statement of Work (SOW) template, and Change Order template.

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| 1. Response Checklist
(Section 3) | 2. Compliance Information Sheet
(Section 3) |
|--------------------------------------|--|

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| 3. Certificate(s) of Insurance (Section 7.18) | 4. Contractor’s Statement of Qualifications (Appendix A) |
| 5. Acknowledgement of Business Type (Appendix B) | 6. Statement of Affirmation and Intent (Appendix C) |
| 7. Mutual Non-Disclosure Agreement (Appendix D) | 8. Addenda Form / Dispute Resolution Clause (Appendix E) |
| 9. Public Records Act / Chapter 119 Requirements (Appendix F) | 10. Reference Release Form (Appendix G) |
11. Mandatory Certifications (Contracts Supported by Federal Funds) (Appendix H) including:
- Regulatory Compliance
 - Certifications Regarding Non-Discrimination
 - Certifications Regarding Lobbying
 - Debarment, Suspension & Other Responsibility Matters
 - Drug-Free Workplace
 - Non-Collusion Affidavit
- | | |
|---|------------------------------|
| 12. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix I) | 13. Master Service Agreement |
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3.1.5 Financial Stability

Financial stability means, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess, and manage financial risks, and maintain financial soundness through the term of the Agreement. Bidder/Proposer shall demonstrate financial stability in accordance with this definition by providing one of the following:

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

3.1.6 Cybersecurity Compliance

Describe in detail your organization’s cybersecurity compliance policies. Respondents must demonstrate policies in place to prevent a variety of common cybersecurity attacks. This includes, but is not limited to:

- Demonstrate use of current, supported and patched applications and libraries to minimize vulnerabilities in applications code as applicable.

- Demonstrate use of a proper error handling code to ensure that system information is not revealed.
- Disclose any plugins, add-ons, third party tools or similar that will be included in your proposed solution.

General Requirements for self-hosted solution include:

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

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

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

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

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

General Requirements for Contractor-hosted solution include:

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

Availability: Dependent upon the business criticality that has been defined:

- Mission Critical Products – Minimum of 99.95% availability SLA (preferred 99.99%)
- Business Critical Products – Minimum of 99.5% availability SLA (preferred 99.9%)
- Important Business Products – Minimum of 99.5% availability SLA (preferred 99.9%)

Data Retention Requirements (All):

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

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

Access Controls:

- Integrates with Microsoft Single Sign-on/Identify and Access Management tools. We will not accept bids from companies that do not work with Microsoft SSO without further security analysis.
- Provides an ability to set levels of permissions based on the minimum level of permissions necessary

- Provides an ability to grant access for the minimum amount of time required

Audit and Accountability:

- Provides an ability to audit and download the following types of events:
 - Access to PII or other sensitive data
 - Actions taken by user with administrative access
 - Failed access attempts
 - When identification and authorization mechanisms are used
 - Creation and deletion of privileged or system-level objects
- **Audit Logs Contain:**
 - User ID
 - Type of Event
 - Date and Time
 - Success or Failure Status
 - Origin of Event
 - Identify of the affected data, component, or resource

Configuration Management. Provides an ability to test and validate changes before deployment to the production environment.

Contingency Planning. Provides ability to:

- Reroute traffic and data to an alternate site in the event of an area-wide disruption or disaster
- Backup and retain copies of FLVS configurations and data

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

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

System & Communication Security. Provides ability to:

- Use strong cryptography and security protocols to protect sensitive data transmitted across public and private networks
- Configure protocols to use secure configurations and disable insecure versions and options
- Configure encryption strength to ensure alignment with Contractor recommendations and industry recognized secure practices
- Encrypt data at rest

3.1.7 Accessibility Requirements

Respondent deliverables shall adhere with Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation in accordance with WCAG 2.1 and 508 Accessibility Standards. Respondents shall also be able to provide an accessibility conformance report using the Voluntary Product Accessibility Template (VPAT) VPAT 2.5 WCAG (November 2023) which can be found at <https://www.itic.org/policy/accessibility/vpat>.

3.2 Proposal Section 2 – Qualifications, Background and References Instructions

Summarize the qualifications of the Proposer’s project team and provide references. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided.

3.2.1 **Background (Qualifications)** - Complete the Compliance Information Sheet within the forms packet Attachment 2.

3.2.2 Experience

Describe your company’s experience with the services specified herein.

- a. Describe strategic advantages your organization brings to the partnership with FLVS.
- b. List awards won or industry/professional recognition related to your services in the last 5 years.
- c. List any publications related to your services (provide URLs if available)

3.2.3 References

- a. Provide **three (3) written letters of reference** from the last thirty-six (36) months. Letters of reference should be on company letterhead from the referee and include signature and contact information.
- b. Proposers are required to sign the Authorization for (Appendix G) to contact and check previous performance on projects.

FLVS reserves the right to contact all references and to obtain, without limitation, information on the proposer’s performance on the listed work efforts.

3.2.4 Case Studies and Samples of Work - Proven Success of Prior Experience

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

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

4. INSTRUCTIONS TO PROPOSER

- 4.1 To ensure proper and fair evaluation, FLVS has established a **Cone of Silence** applicable to all Competitive Solicitations. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The Cone of Silence will be imposed upon all Competitive Solicitations (including the RFP) beginning with the advertisement for the same and ending with the approval for award.

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

- 4.2 Proposer to this Response or persons acting on their behalf are specifically instructed not to contact Board of Trustees, members, staff, or Committee Members during the course of the Response and Selection process. All procedural matters shall be directed to Procurement. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential Proposer to this RFP. Contact or communication initiated by any responding firm may result in rejection of the Response.

- 4.3 **Public Records.** Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. FLVS reserves the right to make any final determination of the applicability of the Public Records Law.

4.3.1 Redacted Submissions

If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Proposer shall mark the document as “Confidential” and simultaneously provide a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the solicitation name, number, and the Proposer’s name on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Proposer claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, FLVS shall provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department shall notify the Proposer such an assertion has been made. It is the Proposer's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If FLVS becomes subject to a demand for discovery or disclosure of the Confidential Information of the Proposer in a legal proceeding, FLVS shall give the Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Proposer agrees to protect, defend, and indemnify FLVS for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Proposer fails to submit a redacted copy of information it claims is confidential, FLVS is authorized to produce the entire documents, data, or records submitted in answer to a public records request for these records.

- 4.4 **Posting of Public Notices:** All public notices will be posted for review by interested parties on <https://flvs.bonfirehub.com> and <https://www.flvs.net/about/procurement>. Notices will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.5 **Bid Protests:** Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with Section 120.57(3), Florida Statutes. Notice must be sent to procurement@flvs.net. Following Notice, a formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in Section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.6 **Written Clarifications:** Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification through Bonfire no later than the date and time specified on the cover sheet. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the following websites:
- Bonfire (<https://flvs.bonfirehub.com/opportunities>)
 - Florida Virtual School Procurement Opportunities (<https://www.flvs.net/about/procurement>)

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

NOTE: If you download a copy of this response from Bonfire you will be notified by Bonfire (via email) of postings during the life of this solicitation. **You will not be notified if you downloaded a copy of this response from FLVS.net.**

4.6.2 All questions must be submitted in writing and submitted through Bonfire.

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

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

4.9 FLVS will receive sealed electronic responses until the date and time indicated on the cover page. Responses must be submitted electronically to the electronic drop box on <https://flvs.bonfirehub.com/opportunities> as described on the cover page. No late submissions will be accepted. It will be the Proposer's responsibility to submit the electronic response to the drop box on time. Respondent shall contact Bonfire for technical support if they experience difficulty uploading their submission at Support@GoBonfire.com. Note that the official clock, for the purpose of receiving responses, is the Bonfire system timestamp.

4.10 **Purchase Order:** The award of the response shall not constitute an order. Before services rendered, Proposer must receive a purchase order from FLVS.

4.11 **Conflict of Interest**

4.11.1 No contract for goods or services shall be made with any business organization other than governmental agencies in which any of the following apply:

- a. The CEO/President or a member of the Board of Trustees has any financial interest whatsoever
- b. A spouse or child of the CEO/President or a member of the Board of Trustees has an employment relationship, or a material interest as defined by Section 112.312(15), Florida Statutes
- c. An employee of the FLVS has a material interest as defined by Section 112.312.(15), Florida Statute, unless the contract is based upon a competitive bid and the employee has not, directly, or indirectly, participated in the development of bid specifications or in the recommendation for purchase or award

4.11.2 No employee or official of the Board of Trustees shall use bid prices or school prices or receive any other preferential treatment in the making of personal purchases. Neither shall any employee or official make purchases for personal use through the school or FLVS. Nothing contained herein shall be deemed to prohibit an employee from participating in activity or purchasing program that is publicly offered to all employees of FLVS.

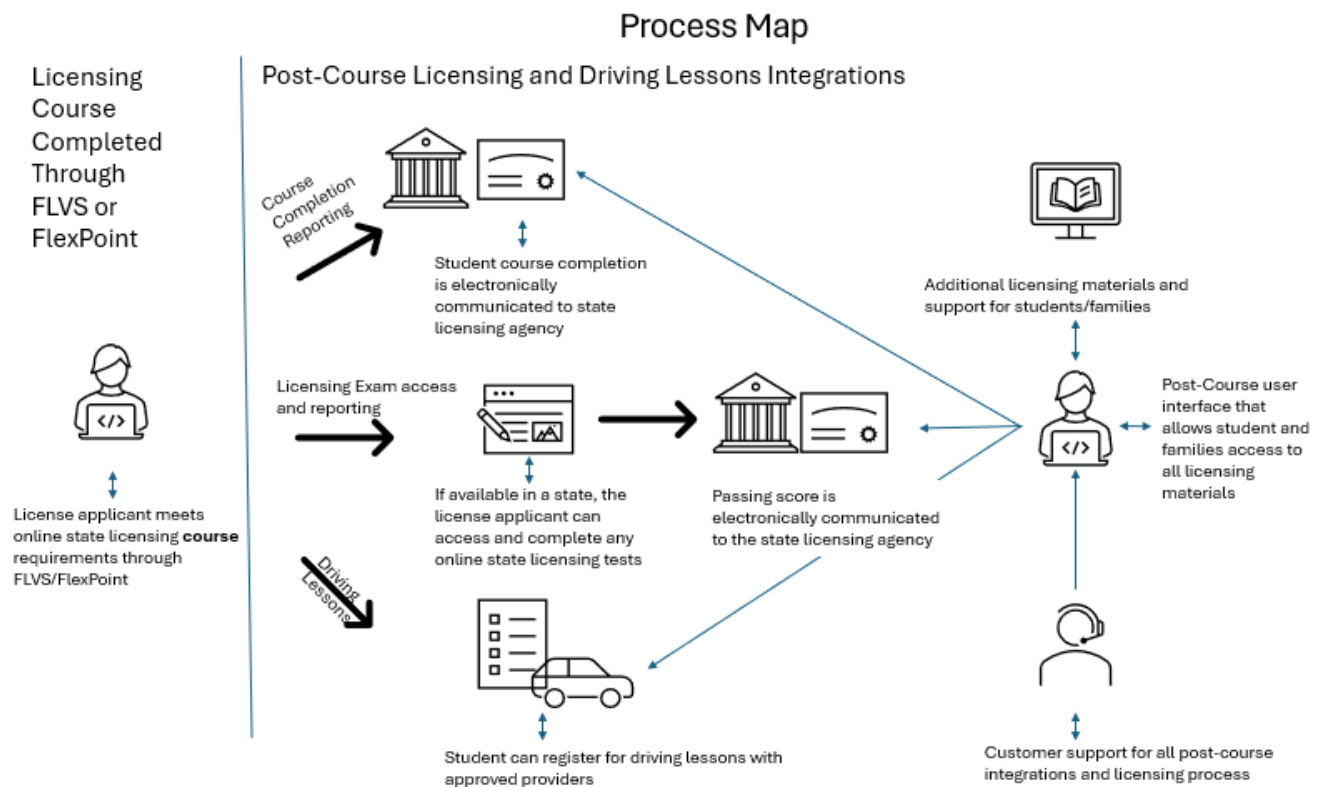
4.11.3 Any violation of any provision of this subsection by an employee of FLVS shall be grounds for disciplinary action that could include dismissal.

4.11.4 No employee shall be the approver or initiator of purchases from any business organization in which a family member is the point of contact, the person performing the work, or works for the business organization. In this situation, the employee is required to recuse themselves from participating directly or indirectly in the procurement process.

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5. SCOPE OF SERVICES

Scope of Services: Florida Virtual School (FLVS) is soliciting proposals to select a service provider with the ability to provide technical integrations to report the successful completion of applicant licensing requirements to the Florida Department of Highway and Safety and Motor Vehicles (FLHSMV) within the state of Florida as well as other states throughout the U.S. Respondents shall include a list of the established presence by state within their proposal document (Table 1 below). Integrations shall support the connectivity necessary for license applicants that have successfully completed required coursework and testing, to report licensing requirement compliance to their local (state) licensing agency. Qualified proposers shall meet or exceed all minimum requirements as stated in addition to satisfying requirements for each state included within the Integrations proposal. Respondents shall demonstrate compliance within the details of their proposal for consideration. The proposal shall demonstrate the ability to satisfy requirements including but not limited to regulatory compliance, technology compatibility, data exchange protocols, authentication and authorization, testing procedures, data privacy, cybersecurity, user experience, SLAs, and necessary administrative functions.



Background: FLVS anticipates maintaining the current number of successful student completions over the next two to five years at approximately 77,000. An expected average of 80,000 per year reflects trending annual growth over the past several years. Quantities shall be upon actual usage as determined by student completions over the life of the Agreement.

5.1 INTEGRATIONS

Key Locations for Existing DMV/Licensing Agency Testing Integrations

In addition to the state of Florida which is required to be responsive, FLVS highly desires responses to specific states that include existing technical integrations for licensing as indicated in Table 1. Presence within these locations shall be awarded additional points during the evaluation process.

Existing Integrations (Table 1)

Proposers shall indicate in the table below a response of “Yes” for each state where they have the ability to deliver technical integrations for reporting license applicants who complete state mandated online coursework for licensing and testing to the local license issuing agency. Check “No” for any integrations that are not actively available for use.

State	Required or Highly Desired	Included in Proposal Yes or NO	State	Required or Highly Desired	Included in Proposal Yes or NO
Alaska		<input type="checkbox"/> Yes <input type="checkbox"/> No	Missouri		<input type="checkbox"/> Yes <input type="checkbox"/> No
Alabama		<input type="checkbox"/> Yes <input type="checkbox"/> No	Montana		<input type="checkbox"/> Yes <input type="checkbox"/> No
Arkansas		<input type="checkbox"/> Yes <input type="checkbox"/> No	Nebraska		<input type="checkbox"/> Yes <input type="checkbox"/> No
Arizona	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	North Carolina		<input type="checkbox"/> Yes <input type="checkbox"/> No
California	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	North Dakota	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Colorado		<input type="checkbox"/> Yes <input type="checkbox"/> No	New Hampshire		<input type="checkbox"/> Yes <input type="checkbox"/> No
Connecticut	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	New Jersey	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Washington DC		<input type="checkbox"/> Yes <input type="checkbox"/> No	New Mexico	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Delaware		<input type="checkbox"/> Yes <input type="checkbox"/> No	Nevada		<input type="checkbox"/> Yes <input type="checkbox"/> No
Florida	Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	New York		<input type="checkbox"/> Yes <input type="checkbox"/> No
Georgia	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ohio	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hawaii		<input type="checkbox"/> Yes <input type="checkbox"/> No	Oklahoma		<input type="checkbox"/> Yes <input type="checkbox"/> No
Idaho		<input type="checkbox"/> Yes <input type="checkbox"/> No	Oregon		<input type="checkbox"/> Yes <input type="checkbox"/> No
Illinois	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pennsylvania		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indiana		<input type="checkbox"/> Yes <input type="checkbox"/> No	Rhode Island		<input type="checkbox"/> Yes <input type="checkbox"/> No
Iowa		<input type="checkbox"/> Yes <input type="checkbox"/> No	South Carolina		<input type="checkbox"/> Yes <input type="checkbox"/> No
Kansas		<input type="checkbox"/> Yes <input type="checkbox"/> No	South Dakota		<input type="checkbox"/> Yes <input type="checkbox"/> No
Kentucky		<input type="checkbox"/> Yes <input type="checkbox"/> No	Tennessee		<input type="checkbox"/> Yes <input type="checkbox"/> No
Louisiana		<input type="checkbox"/> Yes <input type="checkbox"/> No	Texas	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Maine		<input type="checkbox"/> Yes <input type="checkbox"/> No	Utah		<input type="checkbox"/> Yes <input type="checkbox"/> No
Maryland		<input type="checkbox"/> Yes <input type="checkbox"/> No	Virginia		<input type="checkbox"/> Yes <input type="checkbox"/> No
Massachusetts		<input type="checkbox"/> Yes <input type="checkbox"/> No	Vermont		<input type="checkbox"/> Yes <input type="checkbox"/> No
Michigan	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	Washington		<input type="checkbox"/> Yes <input type="checkbox"/> No
Minnesota		<input type="checkbox"/> Yes <input type="checkbox"/> No	Wisconsin		<input type="checkbox"/> Yes <input type="checkbox"/> No
Mississippi	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	West Virginia		<input type="checkbox"/> Yes <input type="checkbox"/> No

5.1.1 Respondent Questionnaire for Integration Services:

Proposers must provide **complete, detailed** response to each question listed below. Additional space may be used as needed. Responses shall be numbered to align with the table below.

RESPONDENT QUESTIONNAIRE – Integration Services	
Number	Description
1	<p>Integration Capability: How do you ensure comprehensive integration and compliance across regulatory, technological, and data exchange when facilitating the reporting of a license applicant’s satisfactory completion of licensing requirements to state licensing agencies?</p> <p>Describe in detail how your system maintains legal and regulatory compliance, including specific protocols for reporting and testing, adherence to data security standards, and observance of privacy regulations. Additionally, explain how your technology ensures compatibility with driving school’s reporting to the state licensing agency. Finally, outline the established data exchange protocols, such as APIs or other secure transmission methods, used for sharing student driver information, test results, and other relevant data between a Learning Management System (LMS), your systems, and the state licensing systems.</p> <p>Response:</p>
2	<p>Parental Involvement: How do you ensure parent involvement and approval of the licensing process? Explain the process used to obtain parental consent including obtaining, storing and reporting execution of consent forms. This includes approval to transmit student records to the licensing agency in accordance with FERPA only AFTER receiving parental consent. Explain in detail how this is addressed.</p> <p>Response:</p>
3	<p>Personal Identifiable Information (“PII”) Concerns: How do you address PII concerns when exchanging PII regarding licensing?</p> <p>Explain in detail the processes you have in place to protect license applicant data as well as meet the need to communicate PII information to FLVS personnel, the student, the parent, and the licensing agency. Your response shall include methodologies for obtaining, storing, and sharing of PII Data as well as your policy for return and/or destruction of data. In addition, provide a description of the data shared with the licensing agency that shall be retained as their data of record.</p> <p>Response:</p>
4	<p>Authentication and Authorization: How will you implement secure methods for authenticating users and authorizing access to DMV services? Provide a detailed response. Your response shall include user authentication through credentials such as usernames and passwords, as well as additional security measures such as two-factor authentication or other equivalent. Your response must include an explanation if you do not meet or exceed the above.</p> <p>Response:</p>
5	<p>Data Privacy, Security and Storage: What implemented data privacy and security measures are used to protect sensitive information collected during the</p>

	testing process? Your response shall include encryption, access controls, data anonymization, and regular security audits applied to the solution.
	Response:
6	User Experience: Does the proposed integration design have a focus on providing a seamless and user-friendly experience for students, instructors, and administrators. Provide a detailed response including descriptions of intuitive interfaces, clear instructions, and responsive support channels. Response shall include hyperlink or screen shots of samples for review.
	Response:
7	Scalability and Reliability: How do you ensure that the integration is scalable to accommodate large volumes of students and reliable enough to handle peak usage periods without downtime or performance issues? Explain.
	Response:
8	Training and Support: What training and support is included in the proposal for users who will be interacting with the integrated system, including instructors, customer support, and administrators? Describe and provide samples of documentation, training sessions, and ongoing technical support.
	Response:
9	Testing and Validation: What are your methods for testing the integration to ensure that it meets the requirements and functions as intended? Explain, including use of conducting simulated tests, pilot programs, and user feedback sessions to identify and address any issues or other methods used.
	Response:
10	Service Level Agreements: What SLAs are included within the proposal? (See Section 8 for FLVS definitions for incident response times, levels of criticality, and Section 3.1.6 for Security SLA requirements.) Describe.
	Response:
11	Implementation Methodology: What is the planned approach to deliver the integrations? Include the project plan detailing the timeline, communications plan, and any assumptions you have including FLVS resources or dependencies that impact your delivery plan. Also include a list of the LMS platforms where integrations are currently supported. Explain how your solution integrates with other platforms, what APIs are used, standards for integrations and the process for transmission of data.
	Response:
12	Staffing Plan: What is your staffing plan? Include a list of subcontractors, project team, organizational chart, description of roles and responsibilities of key personnel as applicable to the requirements. Include risk mitigation plans to address resource changes or other interruptions that could impact the completion of the integrations.
	Response:
13	Reporting: Does the proposed solution include any reporting? Include a list and samples of the types of reports (form and features) included with the proposed services. Reports shall demonstrate the level of detail that shall be included among the regularly scheduled deliverables. This includes the ability to audit logs in order to review what or who's PII was accessible/viewed.
	Response:
14	Maintenance: How does your organization manage software updates? Describe frequency of planned updates and system downtime, duration of

	service interruptions and hours planned services are typically performed.
	Response:
15	Data Exchange: Does the solution include the ability to support real-time data exchange with designated third party (i.e. Behind the Wheel Driving Instruction). Response:
16	Software Version Control: Describe your standard process for managing software version control including frequency, hours for release deployment schedules, and ability to support version “roll-back” if needed. Response:
17	Testing Retakes: Does the proposed solution support testing retakes included within the cost? Include in your response if the testing cost includes a single retake, multiple retakes, and if any limits apply. Your response shall also include any deviations for states outside of Florida on a state-by-state basis. Response:
18	Secure Transmission of Data. Explain your process for transmitting PII to a site, then storing it, and then transmitting it to a State DMV. Provide YOUR definition of what is secure? Response:

5.1.2 Integration Services - Functional Specifications and Minimum Requirements

Functional Minimum Requirements and Highly Desired Specifications. A response of “Yes” guarantees inclusion within the solution by meeting or exceeding each line item as described below within the Cost Proposal (Section 6). For each “No” response, proposers shall provide written details as an Exception and/or Alternative as described below.

Functional Category: Integrations					
1. Commodity Codes (<i>insert below</i>): → IN: Integration Services → SC: Security → FL: Florida Specific			3. Level of Need (R) Required – FLVS Must Have Included (H) Highly Desired – FLVS Preferred		
5. Available Response Codes (<i>insert below to be included in proposal</i>)					
F	Provided fully functional out of the box or with configuration (no custom development)				
CU	Customization/Software Enhancement (any custom development included in price)				
TP	Third-party Required to Fully Provide Requirement (Third-party Used to Meet Requirement)				
SR	Provided with Standard Report or Reporting Tool				
CR	Custom Report Development Required				
NI	Not included in this proposal				
1 Commodity Code	2 #	3 R or H	4 Functional Requirements	5 Response Code	6 Included Yes or No (<i>check one</i>)
Integration Solution Deliverables					
IN	1	R	Solution includes a user interface that includes: • reporting of all licensing documentation (including the status)		<input type="checkbox"/> Yes <input type="checkbox"/> No

		R	<ul style="list-style-type: none"> a communication tool for license applicants, their parents (if applicable), instructional personnel, and support personnel (interface reporting student progression to parents/teachers) the ability for applicants to practice for and complete any post-course license requirements (including tests) applicant/parent support including directions for licensing and graduated driver licensing (GDL) ability for license applicants to report any issues with licensing documentation and to receive help a telematics tool to inform the applicant of their driving performance for continued improvement 		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
		R				<input type="checkbox"/> Yes <input type="checkbox"/> No
		R				<input type="checkbox"/> Yes <input type="checkbox"/> No
		R				<input type="checkbox"/> Yes <input type="checkbox"/> No
		H				<input type="checkbox"/> Yes <input type="checkbox"/> No
IN	2	R	All integrations support real time data exchange between Contractor, FLVS, and the license issuing agency.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IN	3	R	Solution includes support, troubleshooting and maintenance for provided integrations.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IN	4	R	Solution includes the ability to validate student entered PII matches physical identification documents.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IN/SC	5	R	Solution includes the ability to check, edit, and report data to the state licensing agency.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IN/SC	6	R	Solution includes the ability to securely send required licensing data to the state driver licensing agency to confirm the license applicant's eligibility well as report confirmation to FLVS, license applicant, and parent.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IN	7	R	Solution includes the ability to securely register for and complete the online licensing exams.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IN	8	R	Solution includes Customer service to assist FLVS staff, students, and parents with integrations and subsequent licensing and lesson issues.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
FL/IN/SC	9	R	Solution includes the ability to securely generate and report a TLSAE certificate and number from the FLHSMV		<input type="checkbox"/> Yes <input type="checkbox"/> No	
FL/IN/SC	10	R	Solution includes the ability to securely register for and complete the online Class E Knowledge Exam and report the results to the license applicant, parent, and FLVS		<input type="checkbox"/> Yes <input type="checkbox"/> No	
FL/IN/SC	11	H	Solution includes the ability to securely allow FLVS students to register for driving lessons with behind-the-wheel providers and report lesson completion to FLVS in counties where public funding is used.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
FL/IN	12	H	Solution includes the ability to support real time data exchange with contracted Behind the Wheel lesson providers		<input type="checkbox"/> Yes <input type="checkbox"/> No	
FL/IN/SC	13	R	Solution includes the ability to check, edit, and re-report TLSAE-associated PII to the FLHSMV.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

FL/IN/SC	14	R	Solution includes the ability to securely gather, view, and re-report PII data changes for online Class E Knowledge Exams	<input type="checkbox"/> Yes <input type="checkbox"/> No
FL/IN	15	R	Solution includes the ability to validate that the TLSAE number and passing Class E Knowledge Exam score match students' PII on their ID documentation	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.2 ASSUMPTIONS:

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

5.3 Exceptions/Alternatives to the RFP: Proposers shall specify exceptions requested for consideration to any section of the Request for Proposal specified herein. FLVS at its sole discretion reserves the right to reject proposals with exceptions and / or alternatives to the requirements of this RFP and / or take the exceptions into consideration during the evaluation process as in its best interest.

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

5.4 Exceptions/Alternatives to FLVS Master Services Agreement Terms and Conditions: Proposers shall specify exceptions requested for consideration to the Sample Master Services Agreement provided (Appendix L of the Required Forms Packet). FLVS at its sole discretion reserves the right to reject proposals with exceptions and / or alternatives to the Master Services Agreement Terms and Conditions or take the exceptions into consideration during the evaluation process as in its best interest.

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

5.B Optional Services and Instructions

Upon selection for shortlist, FLVS may consider additional optional services related to the Integration Services as described within this RFP. Any optional services offered shall not be factored into the evaluation process for shortlisting. Additional optional services may be considered during the interview process being deemed as “Value-Added” services.

Any Value-Added services offered by the Proposer included with their submission MUST be uploaded as a separate document into Bonfire as directed. Under no circumstances should the Value-Added services be included within the main body of the unredacted proposal submission. Failure to follow these instructions may result in disqualification from the review process.

OPTIONAL SERVICE for Online Drivers Education Course

If awarded, FLVS may, at its sole discretion, consider use of Contractor’s Online Driver Education and/or Driver Training Course solution offering. The optional offering would need to include an app-based course platform, with push notifications, telematics, and Single Sign On/Biometrics/Passkeys for user authentication for consideration. The ideal solution would focus on accessibility, engagement, communication and convenience for the student, parents, and instructors. The Course must have the flexibility to meet Driver Education and driver training course requirements in multiple states. In the sections below FLVS has provided a number of questions to help us understand the potential of any such offering.

5.B.1 Respondent Questionnaire for Optional Course Offering: Proposers must provide **complete, detailed** response to each question listed below. Additional space may be used as needed.

RESPONDENT QUESTIONNAIRE – Course Related	
Number	Description
1	How does the proposed course offering support mastery-based education rather than time-bound education and licensing models? Describe below.
	Response:
2	Parents play a critical role in driving education. How does the proposed solution support their involvement to help achieve student success? Explain.
	Response:
3	How does the proposed solution leverage technology to enhance communication between teachers, students, and parents? Describe below.
	Response:
4	Is the course offered focused on safe driving behaviors and positive reinforcing habits through early licensure? Explain.
	Response:

5	<p>How does the solution offered use telematics and student learning performance data to improve driving risk-reduction and to deliver Driver Education? Explain.</p> <p>Response:</p>
6	<p>Does the solution offered include gamification strategies for risk reduction in young drivers? If so, provide a detailed response including links, samples or screen shots for consideration.</p> <p>Response:</p>
7	<p>Does the solution offered include an app-based learning platform(s)? If so, provide a detailed response including links, samples or screen shots for consideration.</p> <p>Response:</p>
8	<p>Does the solution provided emphasize hazard perception training including the realism of simulations? If so provide a detailed response including links, samples or screen shots for consideration.</p> <p>Response:</p>
9	<p>Training and Support: What training and support is included in the proposal for users who will be interacting with the integrated system, including instructors, and administrators? Describe and provide samples of documentation, training sessions, and ongoing technical support.</p> <p>Response:</p>
10	<p>Testing and Validation: What are your methods for testing the integration to ensure that it meets the requirements and functions as intended? Explain, including use of conducting simulated tests, pilot programs, and user feedback sessions to identify and address any issues or other methods used.</p> <p>Response:</p>
11	<p>Service Level Agreements: What SLAs are included within the proposal? (See Section 8 for FLVS definitions for incident response times, levels of criticality, and Section 3.1.6 for Security SLA requirements.) Describe.</p> <p>Response:</p>
12	<p>Implementation Methodology: What is the planned approach to deliver the integrations? Include the project plan detailing the timeline, communications plan, and any assumptions you have including FLVS resources or dependencies that impact your delivery plan.</p> <p>Response:</p>
13	<p>Staffing Plan: What is your staffing plan? Include a list of subcontractors, project team, organizational chart, description of roles and responsibilities of key personnel as applicable to the requirements. Include risk mitigation plans to address resource changes or other interruptions that could impact the completion of the integrations.</p> <p>Response:</p>
14	<p>Reporting: Does the proposed solution include any reporting? Include a list and samples of the types of reports (form and features) included with the proposed services. Reports shall demonstrate the level of detail that shall be included among the regularly scheduled deliverables.</p> <p>Response:</p>
15	<p>Maintenance: How does your organization manage software updates? Describe frequency of planned updates and system downtime, duration of service interruptions and hours planned services are typically performed.</p>

	Response:
16	<p>Course License Flow: Describe the process of student progression beginning with FLVS Single-Sign-on to the FLVS proprietary LMS through course completion and licensing requirement fulfillment.</p> <p>Explain how student PII is captured and secured, where grades are captured, what student information is shared with each of the involved entities, how all student course and licensing data is securely sent back to FLVS, and any dependencies that may apply. Include how the information secured and your methodology for the return and/or destruction of data.</p>
	Response:

5.B.2 Course - Functional Specifications and Minimum Requirements/Specifications

Functional Minimum Requirements and Highly Desired Specifications. Proposers shall provide a Response Code in addition to a “Yes” or “No” response for each item listed below.

Functional Category: Course					
Commodity Codes <i>(insert below)</i> :			Level of Need		
→ SV: Service			(R) Required – FLVS Must Have Included		
→ RP: Report			(H) Highly Desired – FLVS Preferred		
→ C: Course					
→ SC: Security					
→ FL: Florida Specific					
Available Response Codes <i>(insert below)</i>					
F	Provided fully functional out of the box or with configuration (no custom development)				
CU	Customization/Software Enhancement (Any custom development)				
TP	Third-party Required to Fully Provide Requirement (Third-party Software Must be Proposed)				
SR	Provided with Standard Report or Reporting Tool				
CR	Custom Report Development Required				
N	Not included in this proposal				
1 Commodity Code	2 #	3 R or H	4 <u>Student Driver Course</u> Functional Requirements	5 Response Code	6 Included Yes or No <i>(check one)</i>
General Requirements:					
FL/C	1	R	Course content aligns with educational standards of the Florida Department of Education in conjunction with the Florida Department of Motor Vehicles to meet the needs of local education agencies (LEAs).		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	2	R	Course content aligns with the educational standards of the Department of Education in states outside of Florida conjunction with the local		<input type="checkbox"/> Yes <input type="checkbox"/> No

			Department of Motor Vehicles, where needed, to meet the needs of local education agencies (LEAs).		
C	3	R	Proposal includes all software updates included within the cost.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	4	R	ADA Compliance: Any delivered content will be designed to meet Section 508 and WCAG 2.1 AA web accessibility guidelines. All interactive content will be designed following these guidelines as well. Whenever inaccessible content is unavoidable, reasonable effort will be made to provide alternative content that is accessible.		<input type="checkbox"/> Yes <input type="checkbox"/> No
R	5	H	Reporting: Ability to report student progression in real time.		<input type="checkbox"/> Yes <input type="checkbox"/> No
		H	Ability to report the number of students that have successfully completed the course within specified time frames.		<input type="checkbox"/> Yes <input type="checkbox"/> No
		H	Ability to report the number of students actively within the course at any given time.		<input type="checkbox"/> Yes <input type="checkbox"/> No
		H	Ability to report the number of students that failed to pass the course.		<input type="checkbox"/> Yes <input type="checkbox"/> No
		H	Number of students that withdrew within the first calendar days.		<input type="checkbox"/> Yes <input type="checkbox"/> No
SV	6	R	Customer Service: Solution provides live customer assistance by web, email, and phone, 8-6pm ET during regular business days.		<input type="checkbox"/> Yes <input type="checkbox"/> No
SC	7	R	Cyber Security: Proposal shall fully comply with all Cyber Security Requirements as provided above in Section 3.1.6.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	8	R	Content Updates: Solution includes ability to make course customizations in response to changes in state legal or legislative requirements.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	9	H	Customizations: Solution includes the ability to modify, reorder, or adjust course components in alignment with FLVS standards.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	10	H	Branding: Solution includes branding (white label) for FLVS.		<input type="checkbox"/> Yes <input type="checkbox"/> No
App-Based LMS/Course:					
C	11	H	App-based learning: Solution includes downloadable apps with push notifications to facilitate an engaging and convenient, high-quality and accessible learning experience.		<input type="checkbox"/> Yes <input type="checkbox"/> No

C	12	H	<u>Telematics Integration</u> : Solution includes use of telematics for a tailored educational approach, enhancing the learning process with technology.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	13	R	<u>Accessibility</u> : Solution includes accessible educational content, implementing development practices recommended in the Web Content Accessibility Guidelines (WCAG).	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	14	R	<u>Seamless Post-course Completion Experience</u> : Solution includes delivery of a smooth transition and continued engagement for users after completing the course, enhancing user satisfaction and long-term engagement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	15	H	Solution includes single-sign on capabilities.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	16	H	Solution includes biometric or passkey sign on capabilities.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gamification:				
C	17	H	<u>Game-based Learning</u> : Solution leverages gamification to make learning both engaging and interactive, encouraging the development of driving habits in a compelling, game-like environment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	18	H	<u>Habit Development through Tailored Practice and Feedback</u> : Solution includes focus on cultivating crucial driving habits with custom practice sessions and immediate feedback, enhancing the learning experience.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	19	H	<u>Teacher-Led Remediation</u> : Solution includes features for personalized remediation and enrichment led by instructors to address learners' specific needs, ensuring a thorough understanding of driving principles.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	20	H	<u>Enrichment Learning Opportunities</u> : Solution includes teacher-guided enrichment activities beyond course/lesson content to further master driving skills, extending learning beyond instruction to obtain a license.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	21	H	<u>Interactivity with Scaffolded Learning Experiences</u> : Solution enhances engagement through interactive and scaffolded learning experiences, allowing learners to build knowledge progressively.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	22	H	<u>Competency-Based Progression</u> : Solution includes pedagogy focus shifting from traditional time-based instruction to a competency-based model, where learners advance based on skill mastery.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C	23	H	<u>Variety in Assessments and Practice Opportunities</u> : Solution includes varied assessment delivery methods and multiple practice opportunities to	<input type="checkbox"/> Yes <input type="checkbox"/> No

			demonstrate mastery over time, supporting the development of safe driving habits.		
C	24	H	<u>Structured Pathway in a Low-Risk Environment:</u> Solution utilizes gamification to provide a structured learning pathway, enabling mastery of driving skills in a safe, low-risk setting.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Dashboards Teacher/Student/Parent/Administration/BTW Providers:					
C	25	H	<u>Instructor, Admin, and BTW Dashboard Real-time Monitoring:</u> Solution enables instructors and administrators to monitor student progress in real-time, offering tailored instruction and immediate interventions as needed, along with access to aggregate data and oversight tools for program management. Roster management and search functionality included.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	26	R	<u>Parent Dashboard Real-time Monitoring:</u> Solution provides parents with transparent, real-time visibility into their child's progress and challenges, promoting supportive involvement in the learner's education.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	27	R	<u>Student Dashboard Real-time Monitoring:</u> Solution provides students a personalized overview of their learning journey, including self-assessment tools and progress indicators to foster ownership and self-directed learning.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	28	H	<u>Comprehensive Data Presentation:</u> Solution integrates ad hoc reporting and at-a-glance progress indicators on both course performance, usage logs, and real-world driving analysis, facilitating customized analysis and swift assessments for all users.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	29	H	<u>Enhanced Dashboard Support:</u> Solution includes comprehensive administrative tools for managing technical issues, privacy concerns, and learning adjustments, ensuring a seamless and secure user experience across all dashboard functionalities.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	30	H	<u>Facilitated Communication and Collaboration:</u> Solution acts as a central platform for communication and collaboration among teachers, students, parents, administrators, and BTW providers enhancing the educational ecosystem's responsiveness and adaptability.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Synchronous Teaching Tool:					
C	31	H	<u>Customizable Communication Tools:</u> Solution includes robust online communication tools that can be tailored by students and parents to match personal preferences, enhancing engagement and		<input type="checkbox"/> Yes <input type="checkbox"/> No

			the home-school connection. These tools include real-time messaging, video conferencing, multi-language support, and screen-sharing functionalities.		
C	32	H	<u>Instructor Efficiency to Foster Student Success:</u> Solution facilitates instructor efficiency through features that support direct, real-time communication, and feedback to students, contributing significantly to personalized learning and student success. The tool also potentially integrates to log information with the FLVS Single Sign On System (SIS) to save administrative time.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	33	H	<u>Comprehensive Notification System:</u> Solution includes advanced notification preferences for monitoring student progress, scheduling driving lessons, and notifying students and parents about important events like opportunities for driving experiences and licensing, ensuring timely and relevant communication. Group and subgroup notifications to effectively manage students.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	34	H	<u>Interactive Functionalities for Enhanced Learning:</u> Solution includes a communication platform designed to support a myriad of interactive functionalities that bolster student mastery and engagement, including the assignment of enrichment and remediation activities, the scheduling of driving lessons and real-time exchange of information for personalized remediation and enrichment activities.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Driving Simulations and Virtual Reality (when possible):					
C	35	H	<u>Skill-Based Simulated Driving Experiences:</u> Solution includes driving simulations as a core part of the curriculum, offering students comprehensive control over the driving environment for a dynamic, immersive learning experience to engage students actively and help them master driving skills in a controlled, risk-free setting.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	36	H	<u>Scenario-Based Practice with Performance Feedback:</u> Solution utilizes open-world driving simulation to align individual driving objectives with broader course goals, providing learners with realistic scenarios that mirror real-world driving conditions. This includes immediate performance feedback to facilitate learning and improvement.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	37	H	<u>Commitment to Innovation and Safety Through Virtual Reality (VR):</u> Solution includes prioritizing		<input type="checkbox"/> Yes <input type="checkbox"/> No

			safety by incorporating VR technology into Driver Education to provide heightened realism and cater to diverse learning preferences and creating risk-reducing habits through safe practice outside of the vehicle.		
C	38	H	<u>Inclusive Access to Simulation Technology:</u> Solution supports accessibility of driving simulations for all students, including those without access to VR headsets, by integrating various forms of simulation technology.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Access to App Telematics and Video:					
C	39	H	<p><u>Comprehensive Telematics Integration:</u> The solution includes integration of telematics and video capture technology. Additional benefits presented may include research initiatives, insurance discount programs, GDL (Graduated Driver Licensing) logging, and practical driving instruction.</p> <ul style="list-style-type: none"> • <u>Accurate Driving Hours Logging for Licensing:</u> Automatic logging of state-required driving hours, providing a verifiable and accurate record of behind-the-wheel practice that is essential for meeting licensing requirements and tracking progress towards driving mastery. 		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	40	H	<u>Real-Time Performance Feedback for Instructors:</u> Solution includes instructor provided, data-driven feedback during behind-the-wheel instruction.		<input type="checkbox"/> Yes <input type="checkbox"/> No
AI Assisted Teacher Graded Assignments, Dashboards and Learning Activities:					
C	41	H	<u>AI-Enhanced Dashboard Insights:</u> Solution utilizes AI to dynamically translate student interactions, submissions, and performance into easily interpretable insights on the teacher dashboard, offering a detailed view of each student's learning journey.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	42	H	<u>Proactive Educational Environment:</u> Solution provides proactive learning environment where AI-derived insights from student-generated content inform teaching strategies, remediation efforts, and enrichment opportunities, making education more adaptive and responsive.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	43	H	<u>Customized Learning Pathways Through AI Analytics:</u> Solution includes AI-driven analytics to tailor learning pathways, aligning instruction with individual student needs and learning paces, ensuring a more personalized educational experience.		<input type="checkbox"/> Yes <input type="checkbox"/> No

C	44	H	<u>Competency-Based Evaluation of Student Performance</u> : Solution includes AI assistance to assess student performance (i.e. interactives, assignments, and exams, with the AI recognizing student proficiency in one assessment compared to another, and providing the teacher guidance on how to support the student).		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	45	H	<u>Timely and Targeted Feedback Loop</u> : Solution includes feedback to educators with timely, targeted, and effective instructional adjustments based on AI-analyzed student performance metrics.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	46	H	<u>Academic Integrity Support</u> : Solution incorporates features to support academic integrity in the grading process, including exam items and student submissions, ensuring that individual attention to learning is maintained with a focus on authentic assessment.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Languages (beyond English):					
C	47	H	<u>Comprehensive Multi-Language Capabilities and Language Choice</u> : Solution includes option of course content in multiple languages to allow students to learn in their native language.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	48	H	<u>Enhanced Communication Across Languages</u> : Solution facilitates communication among students, teachers, and parents by supporting multiple languages, facilitating clear and meaningful interactions.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	49	H	<u>Digital Platform and Dashboard Multi-Language Integration</u> : Solution integrates multi-language technology into digital platforms and teacher dashboards, allowing for feedback and communications in various languages, respecting cultural diversity.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Adaptive/Personalized Content and Dashboards – (instructor level):					
C	50	H	<u>Dynamic Course Adaptation Based on Mastery</u> : Solution utilizes innovative technologies, including dashboards and AI, to enable instructors to dynamically adapt the driver education course based on student mastery and understanding.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	51	H	<u>Personalized Learning Experience</u> : Solution provides educators ability to customize student's unique learning journey, providing tailored instruction that addresses individual mastery levels and learning needs including assignment reminders.		<input type="checkbox"/> Yes <input type="checkbox"/> No

C	52	R	<u>Technological Integration for Pedagogical Strategy:</u> Solution leverages the latest in educational technology to facilitate a pedagogically sound approach that enhances the adaptability and effectiveness of the learning experience.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	53	R	<u>Empowers Instructors with Real-time Insights:</u> Solution includes instructor tools and real-time insights needed to make informed decisions about course adjustments, ensuring that each student can progress at their own pace towards mastering driving skills.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Customizations:					
C	54	H	<u>Customized Control Over Learning Journey:</u> Solution provides students with the ability to customize their learning experience, including look and feel, catering to individual preferences and learning styles.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	55	H	<u>Flexible Selection of Learning Elements:</u> Solution allows students to choose from a variety of learning elements, such as interactive games, text-based content, and engaging videos, enabling a personalized approach to understanding and engagement.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	56	H	<u>Customizable Course Aesthetics:</u> The Solution provides options for students to modify aesthetic and functional aspects of the course, including colors, font size, and language.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	57	H	<u>Enhanced Accessibility and Personalization:</u> Incorporates accessibility features and dashboard organization options (progress monitoring, communications, notifications, and licensing assistance), helping students optimize their learning environment and elements according to their specific needs and preferences.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Parent involvement:					
C	58	R	<u>Comprehensive Parental Access:</u> Solution provides parents full access to their child's driver education journey, enabling them to track progress, understand challenges, and celebrate achievements, emphasizing the importance of their role in the learning process.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	59	H	<u>Guidance through the GDL Process:</u> Solution includes providing parents with detailed information and resources about the Graduated Driving License (GDL) process, including requirements, restrictions, and phases toward earning the driving license, to		<input type="checkbox"/> Yes <input type="checkbox"/> No

			support their child’s transition from supervised to independent driving.		
C	60	H	<u>Educational Materials for Effective Coaching</u> : Solution includes a suite of materials specifically designed for parents, equipping them with the knowledge and skills needed to coach and monitor new drivers effectively, including best practices for fostering safe driving habits and complying with GDL requirements.		<input type="checkbox"/> Yes <input type="checkbox"/> No
C	61	H	<u>Empowerment with Tools for Monitoring and Encouragement</u> : Solution includes resources that assist parents in their supervisory roles, providing strategies for monitoring driving behavior and encouraging safe driving practices.		<input type="checkbox"/> Yes <input type="checkbox"/> No

5.B.3 STATE COMPLIANCE. As part of the general course requirements, in the table, indicate which states align to standards by selecting Yes or No.

State	Required or Highly Desired	Included in Proposal Yes or NO	State	Required or Highly Desired	Included in Proposal Yes or NO
Alaska		<input type="checkbox"/> Yes <input type="checkbox"/> No	Missouri		<input type="checkbox"/> Yes <input type="checkbox"/> No
Alabama		<input type="checkbox"/> Yes <input type="checkbox"/> No	Montana		<input type="checkbox"/> Yes <input type="checkbox"/> No
Arkansas		<input type="checkbox"/> Yes <input type="checkbox"/> No	Nebraska		<input type="checkbox"/> Yes <input type="checkbox"/> No
Arizona	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	North Carolina		<input type="checkbox"/> Yes <input type="checkbox"/> No
California	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	North Dakota	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Colorado		<input type="checkbox"/> Yes <input type="checkbox"/> No	New Hampshire		<input type="checkbox"/> Yes <input type="checkbox"/> No
Connecticut	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	New Jersey	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Washington DC		<input type="checkbox"/> Yes <input type="checkbox"/> No	New Mexico	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Delaware		<input type="checkbox"/> Yes <input type="checkbox"/> No	Nevada		<input type="checkbox"/> Yes <input type="checkbox"/> No
Florida	Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	New York		<input type="checkbox"/> Yes <input type="checkbox"/> No
Georgia	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ohio	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hawaii		<input type="checkbox"/> Yes <input type="checkbox"/> No	Oklahoma		<input type="checkbox"/> Yes <input type="checkbox"/> No
Idaho		<input type="checkbox"/> Yes <input type="checkbox"/> No	Oregon		<input type="checkbox"/> Yes <input type="checkbox"/> No
Illinois	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pennsylvania		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indiana		<input type="checkbox"/> Yes <input type="checkbox"/> No	Rhode Island		<input type="checkbox"/> Yes <input type="checkbox"/> No
Iowa		<input type="checkbox"/> Yes <input type="checkbox"/> No	South Carolina		<input type="checkbox"/> Yes <input type="checkbox"/> No
Kansas		<input type="checkbox"/> Yes <input type="checkbox"/> No	South Dakota		<input type="checkbox"/> Yes <input type="checkbox"/> No
Kentucky		<input type="checkbox"/> Yes <input type="checkbox"/> No	Tennessee		<input type="checkbox"/> Yes <input type="checkbox"/> No
Louisiana		<input type="checkbox"/> Yes <input type="checkbox"/> No	Texas	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No
Maine		<input type="checkbox"/> Yes <input type="checkbox"/> No	Utah		<input type="checkbox"/> Yes <input type="checkbox"/> No
Maryland		<input type="checkbox"/> Yes <input type="checkbox"/> No	Virginia		<input type="checkbox"/> Yes <input type="checkbox"/> No
Massachusetts		<input type="checkbox"/> Yes <input type="checkbox"/> No	Vermont		<input type="checkbox"/> Yes <input type="checkbox"/> No
Michigan	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	Washington		<input type="checkbox"/> Yes <input type="checkbox"/> No
Minnesota		<input type="checkbox"/> Yes <input type="checkbox"/> No	Wisconsin		<input type="checkbox"/> Yes <input type="checkbox"/> No
Mississippi	Highly Desired	<input type="checkbox"/> Yes <input type="checkbox"/> No	West Virginia		<input type="checkbox"/> Yes <input type="checkbox"/> No

6. **COST PROPOSAL FORMS:** Provide a schedule of values for fees associated with the various services to be provided. Respondent costs shall include proposed strategies with proven success. Rates quoted shall be all inclusive of any related costs. All respondents are required to complete this Section as shown. Pricing shall be inclusive of all Work Product and/or Services as defined within the Scope of Services. FLVS reserves the right to further negotiate the proposed fees. There are no minimums guaranteed for this Contract.

6.1 – TESTING INTEGRATION SERVICES

6.1.1 Cost Proposal Form – Implementation for Testing Integration Services within Florida: Only this section shall be used for evaluation purposes.

Integration Services - Florida	Year 1 Cost	Annual Cost for Additional Years
Implementation Costs	\$	\$
Testing	\$	\$
Hosting Costs (as applicable)	\$	\$
Training Costs (if not included in implementation)	\$	\$
Software Costs for Third Party Tools (if applicable)	\$	\$
Customization Costs (required for FLVS requirements)	\$	\$
Annual Maintenance/Recurring Costs	\$	\$
Postproduction Support	\$	\$
Other Costs Not Listed: (Describe below)	\$	\$
Per Student Testing Fee (one student)	\$	\$
Total Fixed Cost	\$	\$

Notes:

- Proposer shall insert \$0 if line item has no applicable cost.
- Proposer shall provide the detailed breakdown of the above line items showing how line items costs were determined.
- Other costs in this section pertain to additional services not specified but necessary to satisfy stated requirements as described.
- Proposer may use additional lines/pages needed.

6.1.2 Cost Proposal Form Part B P-Card Acceptance

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

Yes No
(Check one)

6.1.3 Tiered Licensing Costs for Testing Integration Services within Florida. Proposer shall complete the following table, providing the annual cost for the three-year licensing as well as the optional renewals associated with the integration services for student driver testing. Provide the available pricing tiers based upon volume of usage. This section shall not factor into the evaluation.

Usage Period	Tier 1	Unit Cost (each)	Tier 2	Unit Cost (each)	Tier 3	Unit Cost (each)
Year 1		\$		\$		\$
Year 2						
Year 3						
Optional Renewal 1						
Optional Renewal 2						
Optional Renewal 3						

6.2 Cost Proposal Form for Testing Integration Services outside the state of Florida: This section shall be used to detail the costs associated with integration services for states outside of Florida. Proposer shall include the cost per site. A detailed explanation of cost variations between states is required within the response. **This section shall not factor into the points awarded for cost.**

Integration Services – Per Additional Location	Cost
Project Planning and Management	\$
Testing	\$
Deployment and Implementation Costs	\$
Training Costs (if not included in implementation)	\$
Software Costs for Third Party Tools (if applicable)	\$
Customization Costs (required for FLVS requirements)	\$
Annual Maintenance/Recurring Costs	\$
Per Student Cost for access and testing usage (unit cost for 1 student)	\$
Other Costs Not Listed: (Describe below)	\$
Total Fixed Cost	\$

Notes:

- Proposer shall insert \$0 if line item has no applicable cost.
- Proposer shall provide the detailed breakdown of the above line items showing how line items costs were determined.
- Other costs in this section pertain to additional services not specified but necessary to satisfy stated requirements as described.
- Proposer may use additional lines/pages needed.

6.2.1 Tiered Licensing Costs – for Testing Integration Services outside the state of Florida. Proposer shall complete the following table, providing the annual cost for the three-year licensing as well as the optional renewals associated with the integration services for student driver testing. Provide the available pricing tiers based upon volume of usage.

Usage Period	Tier 1	Unit Cost (each)	Tier 2	Unit Cost (each)	Tier 3	Unit Cost (each)
Year 1		\$		\$		\$

Year 2						
Year 3						
Optional Renewal 1						
Optional Renewal 2						
Optional Renewal 3						

6.4 Alternative Pricing: May be provided in Addition to the above (not as a replacement to the above). Proposers may include other pricing models for FLVS consideration. Alternative pricing models shall not factor into the evaluation process.

Detailed Description	Total
	\$

6.5 Cost Proposal General Notes:

- If any services, functions, or responsibilities not specifically described in this solicitation are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this solicitation.
- Unit price will be used to determine the correct extended price if calculation error is found.
- Extended price should be computed as Estimated Total Hours multiplied by the Proposed Unit Price
- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the Statement of Work. Estimated quantities provided for evaluation purposes and do not guarantee dollar value of award.
- FLVS reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularity or technicality. Responders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- FLVS Travel Policy (for any authorized, pre-approved travel related expenses)
In compliance with 112.061, Florida Statutes, FLVS will reimburse contractors following the same policy that is set in place for all FLVS staff for ordinary, necessary, and reasonable expenses incurred in the course of business-related travel in compliance with Florida State Law, based upon the rates established in sections 112.061(3),(6),(7), Florida Statutes. Travel expenses must be supported by receipts when submitting a Contractor Travel and Expense Reimbursement Form. Florida Virtual School will only reimburse up to what is considered acceptable based on FLVS travel policy.

6.B - ADDITIONAL OPTIONAL OFFERINGS

Upon selection for shortlist, FLVS may consider additional optional services related to the Integration Services as described within this RFP. Any optional services offered shall not be factored into the evaluation process for shortlisting. Additional optional services may be considered during the interview process being deemed as “Value-Added” services.

Cost Proposals for any Value-Added services offered by the Proposer included with their submission MUST be uploaded as a separate document into Bonfire as directed. Under no circumstances should the cost proposal for Value-Added services be included within the main body of the unredacted proposal submission. Failure to follow these instructions may result in disqualification from the review process.

6.5.1 Tiered Course Licensing Costs: within Florida. Proposer shall complete the following table, providing the annual cost for the three-year licensing as well as the optional renewals associated with the integration services for student driver testing. Provide the available pricing tiers based upon volume of usage. The unit price shall be based upon the per student cost for any student that successfully completed the course (a student successfully completes a ½ credit course with a grade of a D or better). Provide the range for each tier level and the unit cost per student.

Usage Period	Tier 1	Unit Cost (each)	Tier 2	Unit Cost (each)	Tier 3	Unit Cost (each)
Year 1		\$		\$		\$
Year 2						
Year 3						
Optional Renewal 1						
Optional Renewal 2						
Optional Renewal 3						

Example

Usage Period	Tier 1	Unit Cost (each)	Tier 2	Unit Cost (each)	Tier 3	Unit Cost (each)
Year 1	1-25,000	\$3.00	25,000-50,000	\$2.75	50,001-75,000	\$2.50

6.5.2 Tiered Course Licensing Costs: Course Offering outside the state of Florida. Proposer shall complete the following table, providing the annual cost for the three-year licensing as well as the optional renewals associated with the integration services for student driver testing. Provide the available pricing tiers based upon volume of usage. Provide the range for each tier level and the unit cost per student.

Usage Period	Tier 1	Unit Cost (each)	Tier 2	Unit Cost (each)	Tier 3	Unit Cost (each)
Year 1		\$		\$		\$

Year 2						
Year 3						
Optional Renewal 1						
Optional Renewal 2						
Optional Renewal 3						

6.6 Additional Services

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

[SPACE INTENTIONALLY LEFT BLANK]

7. GENERAL TERMS AND CONDITIONS

Master Service Agreement (Appendix L in the Required Forms Packet) is the FLVS standard terms and conditions. By submitting a response to this RFP, Proposers acknowledge and agree that they have reviewed this agreement and have no objection to it. Further, if selected by FLVS, Respondents acknowledge and agree that they will execute this agreement, subject to FLVS' right to make revisions and modifications thereto prior to execution, where FLVS has determined, in its sole discretion that such revisions or modifications are in FLVS' best interest. This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and FLVS. No modification of this RFP, except by addendum issued by FLVS, shall be binding on FLVS.

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

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

7.3 It is understood and agreed between the parties hereto that FLVS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, FLVS shall immediately notify awardee(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to FLVS of any kind whatsoever.

7.4 The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their response, the name of any officer, director, or agent who is also an employee of FLVS. Further, all Proposers must disclose the name of any FLVS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.

7.5 Purchasing Agreements with Other Government Agencies. With the consent and agreement of the awardee(s), purchases may be made under this response by school boards and governmental agencies. Services are to be furnished in accordance with the contract of said product(s) and/or service(s) resulting from this response. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this RFP that the submission of any response, in response to this advertised request, shall constitute a response made under the same conditions, for the same contract price, and for the same effective period as this response to all public entities if they so request. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

7.6 Proposers, their agents, and/or associates are subject to the provisions of the Florida Statute Chapter 286 and Sunshine Law, Florida Statute Chapter 119.

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

7.8 The Procurement Director may terminate this solicitation in whole or in part when it is in the best interest of FLVS. Notification of termination must be in writing and issued by the Procurement Director or designee. This action will be publicly posted as described above.

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

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

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

7.12 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted electronically and labeled as "Confidential" with a second copy submitted and labeled as "Redacted Copy" retracting the Trade Secret information.

7.13 Financial Terms and Conditions.

7.13.1 Conditions to Payment

Payment to Contractor of the amounts due shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the agreement and specifically upon the successful and timely completion of the acceptance tests specified for the particular deliverable. FLVS reserves the right to determine the acceptance process which may include the approval and release of funds.

7.13.3 Performance Bond. The successful Contractor shall provide a 100% performance bond within ten calendar days of award. The bond shall be issued by a company licensed to do business in the state of Florida, with offices in Florida and with a four-star rating or higher. In lieu of the 100% performance bond, FLVS may elect the following: In the event of a significant problem in system performance prior to final acceptance that affects the day-to-day system operational effectiveness or delivery of function to the agreed upon schedule, FLVS will document the issue to Contractor. Contractor will have 30 days to deliver a fix. If the fix is unacceptable, FLVS will have the right to demand some financial contingency. This could take the form of an escrow amount or a performance bond. If a performance bond is

requested, the amount will be based on 100% of value of the remaining work or as determined by FLVS. Contractor shall provide this performance bond within 10 calendar days of request by FLVS. Contractor will pay for all bonds.

7.13.4 Liquidated Damages applied to Implementation and or customizations

Liquidated damages may apply if the Contractor fails to meet the project implementation schedule for delivery of the integration services in Florida only, as specified within the Statement of Work. FLVS may, at its discretion, elect to assess liquidated damages in the amount of \$5,000.00 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

7.14 All awardees shall comply with Chapter 442, Florida Statutes to any product or item delivered or used when providing goods or services under this contract by providing Material Safety Data Sheets (MSDS) when applicable.

7.15 Federal Provisions. If FLVS is using any federal funds for payment of the services, then the awarded Contractor shall execute and deliver to FLVS the Federal Certification(s) concurrent with Contractor's execution of this Agreement and concurrent with subsequent amendments (if any) to this Agreement.

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

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

7.18 Identical Qualifying Bid/Proposals: In the event of identical qualifying bid/proposals, FLVS will execute the tie breaking procedure contained in the FLVS Board of Trustees Policy Manual.

7.19 ADA Compliance: Under Title II of the Americans with Disability (ADA) Act. The ADA requires that persons with disabilities are provided both physical and programmatic access to all programs and services offered by public entities. Contractor complies with all rules and regulations under the Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation. Contractor agrees to comply with all with WCAG 2.1 A.A. and 508 Accessibility Standards specified within:

- [Section 508 of the Rehabilitation Act of 1973, as amended \(Sec. 508\)](#)
- [Americans with Disabilities Act of 1990, as amended \(ADA\)](#)

8. DEFINITIONS

The following words shall be defined as set forth below:

“**Americans with Disabilities Act (ADA)**” means laws that protect people with disabilities.

“**Automated Driver License Testing (ADLTS)**” - Used by Florida driver license offices and tax collector offices offering driver license services, as well as third party administrators who are contracted with DHSMV to provide Class E exam services. The ADLTS system produces a timed, 60 minute, 50-question test which is created within the system by randomly selecting questions from the ADLTS question bank consisting of approximately 800 different questions. The exam is administered to the student via computer. ADLTS stores and scores the test and provides results directly to DHSMV.

“**Artificial Intelligence (AI)**” means the science of making machines think like humans.

“**Behind the Wheel (BTW)**” means student driving experience in a motor vehicle with a licensed instructor.

“**Change Order (CO)**” means the Contractual Document to request to modify a SOW.

“**Contractor**” means the provider of the Goods or Services under the Agreement.

“**Cost Proposal Form**” or “**Cost Proposal**” means the portion of the response that describes the proposed pricing.

“**Delivered**” means the solution shall be fully implemented and include integration with FLVS platforms, shall be student ready including completed student data migration, a fully functioning course with all required content, and enrollment ready.

“**Intent to Award (IAW)**” means a formal notice posted on FLVS.net notifying the public that FLVS has completed its evaluation process and intends to award a contract to the highest-ranking Respondent

“**Enrollment**” means an enrolled student will be any and all students remaining in a class beyond the initial 14 day grace period following the classroom assigned date. No fees can be charged for a student that does not remain in any class for less than 14 days.

“**Florida Department of Highway Safety and Motor Vehicles (FLHSMV)**” Florida Department of Motor Vehicles uses a web-based application for the administration of Class E Knowledge and Driving Skills Exams called the Automated Driver License Testing System (ADLTS). The current vendor for the ADLTS system is Solutions Thru Software. This contractual partnership has allowed DHSMV to provide alternative testing solutions that not only provide the citizens of Florida outstanding services, but encourages the growth of private businesses. <https://www.flhsmv.gov/driver-licenses-id-cards/education-courses/third-party-administrator-program/>

“**FLVS Master Service Agreement**” or “**Agreement**” or “**Contract**” means the agreement between FLVS and the Contractor as defined by the terms of this FLVS Master Service Agreement and its incorporated documents.

“**FLVS Successful Completion Reporting**” means FLVS shall generate a successful completion report to awarded contractor on a monthly/quarterly basis as best determined by FLVS. This reporting shall directly support all contractor invoicing for the duration of the contract.

“**Half (½) Credit Course**” means the smallest incremental size for a completion or an enrollment. Enrollment is equivalent to one student per half credit course regardless of length of time to completion.

“**Incident Response**” means the acknowledgement of incident submission by contractor to FLVS representative. Failure to acknowledge a reported incident does not alter defined response times and or resolution and as such may invoke liquidated damages (see Criticality

Level 1). Contractor retains responsibility for examining the incident and obtaining clarifications needed for full understanding of issue.

“Incident Resolution” means a fully delivered solution that solves the reported problem.

“Level 1 Support” means a Basic help desk resolution and service desk deliver

“Level 2 Support” means an in-depth technical support

“Level 3 Support” means expert product and service support

“Level 1 Criticality Incident” means the highest level of impact requires a 1 hour response time and problem resolution within 24 hours from time of ticket submission. Unresolved Level 1 Critical Level incidents are subject to Liquidated Damages.

“Level 2 Criticality” means medium severity requires 8 hour response time and problem resolution within 40 hours

“Level 3 Criticality” means low Level incident 24-hour response time and problem resolution within one month.

“Local Education Agency (LEA)” means a public authority that is designed to oversee the implementation of education policies as set forth by the federal government (i.e. school board or district).

“Mobile first/responsive design practice” supports device recognition through IP address to deliver content in appropriate format.

“PEC” means the Proposal Evaluation Committee or Evaluation Committee

“Purchase Order” means the form or format used to make a purchase under the Agreement (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

“Proposer” or “Respondent” means the company, organization or contractor submitting a proposal in response to a published solicitation.

“Proposal” or “Response” or “Submission” means the submission provided in response to the ITN. May be used interchangeably throughout the document.

“Request for Proposal” or “RFP” is a solicitation used in negotiated acquisition to communicate government requirements to the prospective contractors and to solicit proposals.

“Services” means the services and deliverables as provided in the Master Service Agreement and as further described by the Statement of Work as required.

“Statement of Work (SOW)” means the Contractor’s Responsibilities as described in detail in the sample SOW Attached within the Required Forms Packet.

“Subject Matter Expert” (SME) means individual(s) who are considered authorities in a particular field or area of the business.

“Technical Response” or “Technical Proposal” means the response to the ITN excluding the Cost or Pricing Proposal Form. May be used interchangeably throughout the document.

“Traffic Law and Substance Abuse Education (TELSAE)” means an educational course required to obtain a Florida driver’s license for any new driver who has never held a Florida license or license from any other state, country or jurisdiction.

“Successful Completion” means a student course completed by a student that successfully completes a ½ credit course with a grade of a D or better.

“Virtual Reality (VR)” means a computer-generated environment with scenes and objects that appear to be real, making the user feel they are immersed in their surroundings.

508 ACCESSIBILITY STANDARDS - <https://www.section508.gov/>

Web Content Accessibility Standards - <https://www.w3.org/WAI/intro/wcag>