

# PROCUREMENT SERVICES

Adam Vierbickas | avierbickas@flvs.net

## Request for Proposal Data Backup and Recovery Services RFP01-2504454B01-DATABR-XXXXXX

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

### Public meetings shall be conducted via Zoom Conference.

Dial-In Number: 646 876 9923

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

Meeting ID: 682 689 5354

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

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	March 19, 2025	N/A
Question & Answer Deadline	Written question and answer period	April 2, 2025, no later than 2:00 PM EST	Submit via Bonfire
Bid Due Date/Time	All responses due. The names of the respondents announced.	April 23, 2025, no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	April 30, 2025 10:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Scoring (Public Meeting)	May 7, 2025 10:00 AM EST	Private Zoom Invite for interview
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	May 8, 2025	N/A
Award Date Tentative Date*	Date of FLVS Board Approval – if needed	June 3, 2025	N/A

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

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

**TABLE OF CONTENTS**

<b>Section 1</b>	Overview	<b>3</b>
<b>Section 2</b>	Evaluation of Responses	<b>4</b>
<b>Section 3</b>	Compliance and Response Submission	<b>9</b>
<b>Section 4</b>	Instructions to Proposer	<b>15</b>
<b>Section 5</b>	Scope of Services	<b>19</b>
<b>Section 6</b>	Cost Proposal Form	<b>24</b>
<b>Section 7</b>	General Terms and Conditions	<b>26</b>
<b>Section 8</b>	Definitions	<b>29</b>

**MANDATORY CERTIFICATIONS/FORMS PACKET – RFP  
ATTACHMENT 1**

<b>Section 3</b>	RFP Introduction – Respondent Requirements Checklist	<b>2</b>
<b>Section 3</b>	Compliance Information Sheet	<b>3</b>
<b>MSA</b>	Certificate of Insurance meeting required coverage (Section 10 Appendix J Master Service Agreement)	<b>4</b>
<b>Appendix A</b>	Contractor’s Statement of Qualifications	<b>5</b>
<b>Appendix B</b>	Acknowledgement of Business Type	<b>6</b>
<b>Appendix C</b>	Statement of Affirmation and Intent	<b>7</b>
<b>Appendix D</b>	Mutual Non-Disclosure Agreement	<b>8</b>
<b>Appendix E</b>	Addenda Form / Dispute Resolution Clause	<b>11</b>
<b>Appendix F</b>	Public Records Act/Chapter 119 Requirements	<b>12</b>
<b>Appendix G</b>	Reference Release Form	<b>13</b>
<b>Appendix H</b>	Mandatory Certifications: Contracts Supported by Federal Funds – Regulatory Compliance	<b>14</b>
<b>Appendix H</b>	Certification Regarding Non-Discrimination	<b>16</b>
	Certification Regarding Lobbying	<b>17</b>
	Debarment, Suspension, and Other Responsibility Matters	<b>18</b>
	Drug-Free Workplace Certification	<b>19</b>
	Non-Collusion Affidavit	<b>20</b>
<b>Appendix I</b>	Vendor Packet: Vendor Application, E-Verify, Foreign Country of Concern, W-9	<b>21</b>
<b>Appendix J</b>	Master Service Agreement, Statement of Work, Change Order, and Forced Labor Affidavit	<b>30</b>



**FLORIDA VIRTUAL SCHOOL**  
**REQUEST FOR PROPOSAL**  
**Data Backup and Recovery Services**

**1. OVERVIEW**

**1.1. Purpose**

Florida Virtual School (“FLVS”) is seeking responses from qualified proposers for Data Backup and Recovery Services for all FLVS systems.

**1.2. About FLVS**

Founded in 1997, Florida Virtual School (FLVS) has been leading the way in Kindergarten-12 online education for more than 25 years. FLVS provides a robust, award-winning curriculum to public, private, charter, and homeschool families and school districts nationwide. FLVS offers a variety of educational products and services to B2B and B2C audiences, including: K-12 Online Schools, Teacher Training and Professional Development, Digital Curriculum (190+ Courses), Tech Solutions and Platforms. Additional information about FLVS can be found on <https://www.flexpointeducation.com/> (National Products and Services) and [www.flvs.net](http://www.flvs.net) (Florida Services).

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

**1.3. Contract Scope, Structure, Terms, and Pricing**

**1.3.1. Contract Services, Structure, Term, Sequence and Pricing:** FLVS shall enter into a “single contract” with a “single prime Proposer”, or multiple proposers as deemed to be in FLVS’s best interest for all services as described under this RFP. It is the responsibility of the Proposer to partner as necessary and assemble the team, skills, assets and other qualifications to meet all requirements in the RFP. The selected Proposer shall assume all contractual responsibilities, 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 Five (5) 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.

## 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.

**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	30%
2.	Demonstrated ability to meet or exceed Scope of Services and Responses to Questionnaire	40%
4.	Cost Proposal	30%
	<b>TOTAL</b>	<b>100%</b>

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) x Price Points (30) = Respondent’s Awarded Points)

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

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

**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

**Space Intentionally Left Blank**



### 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](mailto: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

**Submit the following separate electronic documents clearly labeled in PDF format**

- One (1) electronic full unredacted response
- One (1) redacted version (see Public Records Appendix H)
- Cost Proposal Forms – Section 6
- 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.

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Response Checklist (Section 3)</li> <li>3. Certificate(s) of Insurance (Section 10 Master Service Agreement)</li> </ol> | <ol style="list-style-type: none"> <li>2. Compliance Information Sheet (Section 3)</li> <li>4. Contractor's Statement of Qualifications (Appendix A)</li> </ol> |
|---|---|

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: <ul style="list-style-type: none"> <li>• Regulatory Compliance</li> <li>• Certifications Regarding Non-Discrimination</li> <li>• Certifications Regarding Lobbying</li> <li>• Debarment, Suspension &amp; Other Responsibility Matters</li> <li>• Drug-Free Workplace</li> <li>• Non-Collusion Affidavit</li> </ul>	
12. Vendor Application, E-Verify Certification, Foreign Country of Concern, and W-9 Form (Appendix I)	13. Master Service Agreement, Statement of Work, Change Order and Forced Labor Affidavit

### 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 99.9% availability SLA (preferred 99.5%)
- 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.

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

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

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

**3.2.4 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 the 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.

**Space Intentionally Left Blank**

#### 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](mailto: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](mailto: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.

**Space Intentionally Left Blank**

**5. SCOPE OF WORK**

Scope of Services: Florida Virtual School (FLVS) is soliciting proposals for Data Backup Recovery Services for all FLVS systems. The system should back up all data and allow FLVS to run recovery tests as needed.

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

**Background information:**

FLVS currently backs up about 35 terabytes of data for a 1-year retention period.

**Respondent Questionnaire:** Proposers must provide **complete, detailed** response to each question listed below. Additional space may be used as needed.

RESPONDENT QUESTIONNAIRE	
Number	Description
1	What are your standard SLAs and credit structure for noncompliance? Please provide.
	Response:
2	What is your standard/style implementation plan, including milestones and timelines? Please provide any resources that are traditionally provided or needed for the implementation plan.
	Response:

**Functional Specifications and Minimum Requirements/Specifications -**

Functional Requirements. A response of “Yes” guarantees respondent shall meet or exceed the specified requirement which is included in the proposed pricing (Section 6). For each “No” response, proposers shall provide written details as an Exception and/or Alternative as described below.

**The proposed solution includes:**

Requirement Number	Description of General Requirement Automation and Orchestration	Included YES or NO?
1	Integration with DevOps tools (Ansible, Jenkins, etc.)	

2	Vendor-supported PowerShell modules for backup and restore operations and reporting/logging of same	
3	Workflow automation and orchestration capabilities	
4	Scheduled tasks and job chaining	
<b>Requirement Number</b>	<b>Core Backup Capabilities</b>	<b>Included YES or NO?</b>
5	Integration with Nutanix Files	
6	Backup and restore of SQL Agent Jobs, Logins, instance-wide roles, and sp_configure settings	
7	Transaction log backup job runs permanently in the background, shipping transaction logs to the backup repository	
8	Backup and restore of database instance settings and configurations for MySQL	
9	Backup and restore Azure Dedicated SQL Pool databases to on-prem share	
10	Backup and restore of database instance settings and configurations for PostgreSQL	
11	Backup and restore of Azure Data Factory v2 pipeline code and configuration	
12	Policy-based data management and retention settings	
13	Backup a MongoDB collection to an on-prem share	
14	Backup a CosmosDB collection to an on-prem share	
15	Restore a MongoDB collection from an on-prem share to Atlas	
16	Restore a CosmosDB collection from an on-prem share to Azure	
17	API support for cloud integrations (DevOps, Ansible, etc...)	
18	Must support multiple backup types (full, incremental, differential, etc.)	
<b>Requirement Number</b>	<b>Backup Testing</b>	<b>Included YES or NO?</b>
19	Periodic system restores (Quarterly, Annually, bi-annually)	
20	Custom scheduled automated database restores for SQL Server that restore and perform DBCC CHECKDB functions	
<b>Requirement Number</b>	<b>Recovery and Restoration Features</b>	<b>Included YES or NO?</b>
21	Automated disaster recovery workflows	
22	Rapid recovery features (VM-level, database, System-state, files etc...)	
23	Only restore what has changed since the last backup	
24	Backup and restore Azure objects that can be backed up on-prem	
25	Backup and restore Microsoft Office 365. Restoration must have environment and configuration	
26	Backup and restore Nutanix Acropolis Clusters	
27	Encryption during backup and at rest	

28	Backup and restore of Windows and Linux operating systems	
29	Granular file and application backup options	
30	Block-level and file-level backup support	
31	Continuous data protection (CDP - a data protection strategy that automatically backs up data as it changes) support	
32	Automated backup scheduling and retention policies	
33	Database administrator (DBA) must be able to restore a specific set of database objects from SQL Server at a given point in time	
<b>Requirement Number</b>	<b>Data Management and Optimization</b>	<b>Included YES or NO?</b>
34	Global deduplication and compression	
35	Data migration between on-premise and cloud	
36	Data tiering and lifecycle management	
37	Archiving support with policy-based automation	
38	Customizable retention management policies (public records retentions as dictated by the Division of Library and Information Services, as found here: <a href="https://dos.fl.gov/library-archives/records-management/general-records-schedules/">https://dos.fl.gov/library-archives/records-management/general-records-schedules/</a> )	
<b>Requirement Number</b>	<b>Scalability and Performance</b>	<b>Included YES or NO?</b>
39	Performance optimization for large datasets	
40	Cost-optimization features for cloud storage	
41	Scalability to accommodate growing data volumes without significant performance degradation	
42	Multi-threaded and parallel processing capabilities	
43	Built-in load balancing and high-availability configurations	
44	Minimal performance impact on production environments	
<b>Requirement Number</b>	<b>Hardware</b>	<b>Included YES or NO?</b>
45	Vendor-agnostic and customizable hardware configurations	
<b>Requirement Number</b>	<b>Recovery and Restoration Features</b>	<b>Included YES or NO?</b>
46	Point-in-time recovery and rollback options	
47	Support for bare-metal recovery	
48	Data recovery options (file, application, Virtual machine (VM) level)	
49	Support for cross-platform and cross-environment restores	
50	Point in time recovery for mySQL	
51	Point in time recovery for SQL Server	
52	Self-service recovery by FLVS authorized personnel	
<b>Requirement Number</b>	<b>Reporting and Analytics</b>	<b>Included YES or NO?</b>
53	Alerts and notifications for failed backups or performance issues	
54	Customizable dashboards and reporting tools	
55	Predictive analytics for capacity planning	
56	Integration with SIEM and monitoring tools	

Requirement Number	Backup Testing	Included YES or NO?
57	Integrated and dedicated space to simulate disaster scenarios and test functionality	
58	SLA compliance reporting	
Requirement Number	Support and Maintenance	Included YES or NO?
59	Role-based access control (RBAC)	
60	Online documentation and knowledge base access	
61	Vendor provided platform training	
62	Customizable SLAs	
Requirement Number	Security and Compliance	Included YES or NO?
63	Integration with Active Directory	
64	Audit logging for all backup and restore activities	
65	Data encryption with key management (customer-managed keys)	
66	Ransomware detection and anomaly detection	
67	Current compliance certification (e.g., SOC 2, HIPAA)	
68	24/7 customer support options	

**Optional Features and Services:**

A response of “Yes” guarantees that the respondent shall meet or exceed the specified optional features and/or services. A yes to any of the items below in this section will be considered under the evaluation criteria #2. Demonstrated ability to meet or exceed Scope of Services and Responses to Questionnaire.

Optional Feature and Services Number	Optional Feature and Services Description	Available YES or NO?
1	Backup and restore of database for SQL Server	
2	Support for backing up Network equipment configurations	
3	Multi-cloud backup and recovery options	
4	Built-in billing and cost management tools	
5	Built-in cost forecasting and budgeting tools	
6	Object-level restore for SQL Server.	

**Assumptions and Constraints**

- FLVS will provide the awarded contractor with the requirements for FLVS systems integration

**Data and Content Ownership**

- All data collected shall remain the sole property of FLVS. Upon termination of contract, all data shall be returned to FLVS within five business days in the format specified.
- Respondent may utilize 'blind data' for the purpose of assessing performance metrics
- FLVS shall retain sole rights to utilize and/or modify all deliverables at its discretion.

**5.2 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

**5.3 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

**6. COST PROPOSAL FORMS:** Provide a schedule of values for fees associated with the various services to be provided. Rates quoted shall be the all -inclusive, not to exceed rates for the life of the Agreement. All respondents are required to complete this Section as shown. Pricing shall be inclusive of all Work Product and/or Services as defined within the Scope of Services. FLVS reserves the right to further negotiate the proposed fees. There is no minimum spend for this Contract

**6.1 Cost Proposal Form:**

**Annual Licensing Cost.** For the services described in the scope of work, provide your annual licensing cost, Data backup storage cost, and onsite Restore Devices cost. Proposers shall provide their not to exceed costs for each deliverable listed for the life of the agreement.

Description of Report	Unit of Measure	Frequency	Quantity	Unit Cost	Extended Cost
*Annual Licensing	Annual	Each	1		
Data backup storage cost	1 Terabyte	Each	35		
Onsite Restore Device	1	Each	3		
<b>Total Cost</b>					

\*If the annual licensing cast is all-inclusive, enter a \$0 for all other rows.

**Example:**

Description of Report	Unit of Measure	Frequency	Quantity	Unit Cost	Extended Cost
Annual Licensing	Annual	Each	1	\$10,000	\$10,000.00
Data backup cost	1 Terabyte	Each	35	\$25	\$875.00
<b>Total Annual Cost</b>					<b>\$10,875.00</b>

Notes: Respondents may use additional lines/pages needed.

**6.2 Cost Proposal Form Part B P-Card Acceptance**

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

Yes       No  
(Check one)

**Alternative Pricing Models**

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



Detailed Description	Total
	\$

**6.4 Additional Services (optional)**

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

**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.

## **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 Intentionally Omitted

7.13.4 Intentionally Omitted

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 \(ADA\)](#)
- 7.20 Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. [287.056](#) have been reviewed
- 7.21 F.S. 1010.04 (5) Beginning July 1, 2023, school districts, Florida College System institutions, and state universities may not:
- a. Request documentation of or consider a vendor's social, political, or ideological interests.
  - b. Give preference to a vendor based on the vendor's social, political, or ideological interests.
- Any solicitation for purchases and leases must include a provision notifying vendors of the provisions of this subsection. [Statutes & Constitution: View Statutes: Online Sunshine \(state.fl.us\)](#)
- 7.22 The following two Florida State statutes apply to this solicitation and may have contractual requirements.
- a. F.S. 787
  - b. F.S. 287.1346

## 8. DEFINITIONS

The following words shall be defined as set forth below:

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

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

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

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

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

**“PEC”** means the Proposal Evaluation Committee or Evaluation Committee

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

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

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

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

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

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

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

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