



FLORIDA VIRTUAL  
SCHOOL

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## PROCUREMENT SERVICES

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### **Invitation to Bid IT Hardware and Software ITB01-188580B01-ITHWSW-XXXXXX**

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Issue Date:	April 13, 2018
Question & Answer Deadline:	April 20, 2018 @ 2:00 PM EST
Bid Due Date/Time:	May 10, 2018 @ 2:00 PM EST
Direct All Inquiries in Writing To:	FLVS Procurement Services Sheena Bartley
Email Address	sbartley@flvs.net

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**NOTICE TO ALL INTERESTED PARTIES:** Sealed responses shall be received by the Procurement Department located on the 2nd Floor of 2145 Metrocenter Boulevard Orlando, Florida 32835. Florida Virtual School (FLVS) is a secured controlled building, and all hand delivered Bid and/or RFP submittals must be checked in by the FLVS receptionist. Please note that receipt of response means DELIVERED AND DATE / TIME STAMPED RECEIVED IN THE PROCUREMENT DEPARTMENT. Responses delivered to the building, but not delivered to the Procurement Department and date/time stamped as received, will not be considered as received for this solicitation process. Responses must be delivered in a SEALED package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package.

Responses will not be accepted or considered after the specified time and date listed above

**Florida Virtual School  
Kay K. Syed  
Director, Procurement Services**

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## DEFINITIONS

**Addendum** – Written or graphic instruments issued prior to the date for opening of bids, which modify or interpret the solicitation documents by additions, deletions, corrections or clarifications.

**ARO** - After receipt of order.

**Extension** - A one-time (not to exceed 12 months) increase in the time allowed for the contract period in lieu of or after all renewals are exhausted.

**FLVS Designated Ship to Location** – Locations may include FLVS office(s), address of faculty, staff, student or other as identified by FLVS in support of standard business practices.

**FOB Destination** - Free on board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

**Fulfillment** – The time between receiving a purchase order and shipping the product.

**Invitation to Bid (ITB)** – A written solicitation for competitive bids, advertised to the general- public with a defined opening date. Specifications are clearly defined to the point that any interested company will be able to submit a bid for the exact item/service needed. This solicitation is generally required for acquisitions exceeding the established bid limit. Award shall be made on the basis of the lowest, responsive and responsible Respondent which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to FLVS needs, delivery terms, and qualifications meeting the specifications and requirements.

**Minor Irregularities** – Irregularities that have no adverse effect on FLVS's interest will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

**Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

**Card (P-card)**, or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Bid.

**Renewal** - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

**Respondent** – For the purpose of this solicitation, any person, respondent, corporation or agency submitting a response to the Invitation to Bid or their duly authorized representative. The word Respondent, Payee, Vendor, Contractor, and Offeror may be used interchangeably within the Invitation to Bid.

**Response** – The entirety of the Respondent's submitted bid response to the ITB, including any and all supplemental information submitted.

**Responsible Respondent** – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**Responsive Respondent** – Respondent who has submitted a bid that conforms in all material respects to the solicitation.

**Sole Point of Contact** - The Procurement Services Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

**Successful Respondent** - The firms or individual who is the recommended recipient of the award of a contract under this Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

**FLORIDA VIRTUAL SCHOOL  
INVITATION TO BID  
IT Hardware and Software**

**1. OVERVIEW**

1.1 Purpose: Florida Virtual School (FLVS), hereafter referred to as the "district" or "FLVS", is seeking responses from qualified Respondents interested in providing **IT Hardware and Software**. The recommended award will be to the most qualified Respondent(s) meeting the specifications and requirements as determined by FLVS. The final award will be based on Board approval (if total value is more than \$100,000) or Procurement Director approval (if total value is less than \$100,000).

1.2 District Profile:

Florida Virtual School is a statewide public-school district providing elementary, middle and high school courses to Florida residents. All FLVS courses are fully online. FLVS (the district) is accredited as a system by Advanced Education, Inc. (AdvancedEd) and various FLVS schools are accredited by SACS CASI (Southern Association of College and Schools Council on Accreditation and School Improvement). Our courses meet the Florida Standards. As a school of choice, all public institutions within Florida must provide Florida families the option to choose FLVS for their courses. FLVS Global was created in 2000 by the Florida Legislature as the national and international arm of FLVS, as a not-for-profit institution, FLVS reinvests revenue from FLVS Global into the research and development of new educational technologies and the creation of the highest-quality courses, benefiting students in Florida and beyond.

1.3 Student Enrollment

1.3.1 FLVS Enrollments: FLVS annually serves more than 200,000 students who successfully complete more than 470,000 semester enrollments. We are projecting to serve more than 500,000 successful completions in the coming years.

- a. FLVS Full Time is a diploma granting school with standardized state testing that follows a traditional public-school schedule and pace.
- b. FLVS Flex does not operate on a fixed calendar. FLVS courses are designed for semester-based terms. Since time is not a constant in our online courses, students have flexibility of pace.

1.3.2 Students can enroll in one or multiple courses at a time throughout the year as part of an open and rolling enrollment process. An enrollment in FLVS terms is a half credit in traditional terms. We do not differentiate between students taking a full-year course that is one full credit (or two half-credit enrollments) from a student that is taking two half credit courses (or two half-credit enrollments). One student could be active in six concurrent half-credit enrollments at one time.

1.4 Teachers

a. FLVS Teachers: Currently our instructional staff totals ~ 1,500 and we have a total of ~ 8,800 active classrooms in the system.

1.5 Prior to describing the statement of work, the following section shall provide an overall description of the contract scope, operational structure and pricing.

1.5.1 Contract Services, Structure, Term, Sequence and Pricing: FLVS shall enter into a "single contract" with a "single prime Respondent" or multiple Respondents as deemed to be in FLVS's best interest for all services as described under this ITB. It is the responsibility of the Respondent to partner as necessary and assemble the team, skills, assets and other qualifications to meet all requirements as laid out in the ITB. The selected Respondent shall assume all contractual responsibilities, obligations and comply with all contract terms and conditions.

1.5.2 Scope of Work: The scope of work under this contract is specified in Section 8 of this ITB.

1. Contract Structure: The Master Service Agreement (MSA) is the first Agreement that shall be exercised for *five (5)* years with *five* one-year renewals as directed by FLVS.

1.5.3 Contract Pricing: Vendors 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.

## 2.0 REVIEW OF RESPONSES

FLVS will not be under any requirement to award by any specific date and reserves the right to suspend or postpone the award should the need arise due to budget constraints, time constraints or other factors as directed by the Board. However, it is anticipated that the review process will be completed in a timely manner. Procurement Services will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined. Respondents are responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.

2.1 Public Notice of Intent will be posted on FLVS Procurement Services website <https://flvs.net/about/procurement-opportunities/solicitations-open>

2.2 FLVS shall generally follow the above shown process; in doing so, FLVS at its will, reserves, at a minimum, the following rights:

- a. The award shall be made to the Respondent that best meets FLVS needs. Every response shall be reviewed and evaluated in terms of its conformance to the ITB specifications;
- b. 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 ITB according to its best interest;
- c. FLVS also reserves the right to waive minor irregularities in responses if that action is in the best interest of FLVS. If the Respondent is awarded the contract, such a waiver shall in no way modify the requirements stated in this ITB or excuse the Respondent from full compliance with the specifications stated in this ITB or resulting contract;
- d. FLVS reserves the right, before awarding the contract, to require Respondent to submit additional evidence of qualifications or any other information the District may deem necessary;

- e. FLVS shall not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process would the need arise due to budget constraints, time constraints or other factors as directed by FLVS;
- f. FLVS, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on steps as defined.
- g. FLVS, at its sole judgment, will award or reject any or all responses as is in the best interest of FLVS and the decision shall be final.

2.3 Bid Opening: Bid submittals shall be received by the due date and time, all will be publicly opened by the Procurement Official.

2.4 Responsiveness to Submittal Requirements: A preliminary evaluation by 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 ITB. 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 or taken into consideration during the scoring. Vendor responses, which are compliant are determined solely by FLVS.

2.5 Basis of Award: Recommend award shall be made on the basis of the lowest, responsive and responsible Respondent which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to FLVS needs, delivery terms, and qualifications. FLVS reserves the right to award to multiple contractors by Lot(s) to primary and alternate responsive and responsible Contractor(s). Following the selection of the selected Contractors, recommendation for contract award will be submitted to FLVS Board of Trustees (if total value is over \$100,000) or Procurement Director for approval (if total value is under \$100,000).

2.6 Project Schedule and Timeline

April 13, 2018	Release/Issue date
April 20, 2018 2:00 PM EST	Last Day to Request Additional Information or Clarification
May 10, 2018 2:00 PM EST	Response Due Date
June 12, 2018	Award Date Tentative Date

3. BID SUBMISSION AND INFORMATION THAT MUST BE INCLUDED IN BID SUBMITTAL

3.1 **Copies:** In order to maintain comparability and consistency in 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 ITB to which they pertain. Please submit **one (1)** unbound original (clearly marked as such) and one (1) copies. **Two electronic copies on USB flash drive or electronic device are also required** for document management purposes. **The first electronic copy MUST be scanned as a single document** (scan the entire response and save it as one (1) .pdf document). The second electronic copy shall be the **redacted version** (see public records Attachment 8) Responses not meeting the requirements below may be determined to be non-responsive, non-responsive responses will receive no further consideration.

a. **Compliance Information:** 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 Respondent. The prospective Respondent hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto.

- i. **Authorized parties and contact information required:** 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 / Respondents:** Person(s) or entities serving or intending to serve as principals legally authorized to commit the Respondent's organization to perform the services.

b. **Compliance and Qualifications Checklist:** All respondents must complete the compliance checklist (Appendix J).

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

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>i. Vendor's Statement of Qualifications (Appendix A)</li><li>iii. Statement of Affirmation and Intent (Appendix C)</li><li>v. Addenda Form / Dispute Resolution Clause (Appendix E)</li><li>vii. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F)</li><li>viii. Insurance Certificate (See Section 6.18)</li><li>ix. Bid Price Sheet (Section 9.0)</li></ul> | <ul style="list-style-type: none"><li>ii. Acknowledgement of Business Type (Appendix B)</li><li>iv. Mutual Non-Disclosure Agreement (Appendix D)</li><li>vi. Drug Free Workplace Certification (Appendix G)</li><li>viii. Public Records Act/Chapter 119 Requirements (Appendix H)</li><li>x. Compliance Worksheet (Appendix I)</li><li>xi. Compliance Checklist (Appendix J)</li></ul> |
|--|---|

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

- a. If the Respondent is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
  - b. Provide the Federal Employer Identification Number of the Respondent. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.
  - c. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Respondent with all state and regulatory agencies.
- 3.1.3 Drug-Free Workplace: If applicable, provide a statement concerning the Respondent's status as a Drug-Free Work Place. (Reference Appendix G) Responses received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.
- 3.1.4 Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to Appendix C) included in this package.
- 3.1.5 Proven Track Record: Describe how long your company has been in business under the present name, number of employees and list of facilities.



**4. SUBMISSION REQUIREMENTS:**

**Notice to Respondents:** All visitors are required to check-in at the Reception Desk on the 1st floor.

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

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

**Each Response envelope/box shall be sealed and identified as specified below:**

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

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

<b>DO NOT OPEN - SEALED RESPONSE - DO NOT OPEN</b>	
<b>ITB NO.:</b> ITB01-188580-ITHWSW-XXXXXXX	<b>ITB Title:</b> IT Hardware and Software
<b>TO BE OPENED: 2:00 PM EST May 10, 2018</b>	
<b><u>LATE RESPONSE WILL NOT BE ACCEPTED</u></b>	
<b><u>FROM</u></b>	
Name of Firm:	
Contact Name:	Email Address:
Telephone No.:	Fax No.:
<b>Deliver To:</b>	<b>Florida Virtual School Procurement Services Attn: Sheena Bartley 2145 Metrocenter Boulevard Orlando, FL 32835</b>

4.1 **Non- Submittal Response Form** - If your company is not submitting a response to this solicitation, please complete and email this form prior to the due date established in the ITB document. If you are submitting this form, then only this form needs to be returned, please do not return the entire ITB package. This information will assist Procurement Services in the preparation of future solicitations.

**ITB NO.:** ITB01-188580B0-ITHWSW-XXXXXX

**ITB NAME:** IT Hardware and Software

**Attention:** Sheena Bartley

**Email:** sbartley@flvs.net

**Company Name:** \_\_\_\_\_

**Contact Person Name & Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please check reason for a “no bid.”**

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

\_\_\_\_\_ Insufficient time to respond.

\_\_\_\_\_ Specifications unclear (explain below)

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

\_\_\_\_\_ Our schedule does not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Unable to hold prices firm throughout the term of the contract period

\_\_\_\_\_ Unable to meet insurance requirements

\_\_\_\_\_ Other, please explain

\_\_\_\_\_

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_

## 5 INSTRUCTIONS TO BID

- 5.1 **Upon the issuance of this ITB, all contact with FLVS must be made through the Procurement Representative named on the first page.** The Respondent must limit communication with the designated contact to the means specified in this document. Other employees and representatives of FLVS and the participating agencies are instructed not to answer questions regarding the ITB or otherwise discuss the contents of the ITB with the Respondent or its Representatives. Any contacts made with other employees and representatives of FLVS will be reported and forwarded to Procurement. Respondent shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any Officer or Employee of FLVS regarding this competitive procurement.
- 5.2 Respondents or Persons acting on their behalf are specifically instructed **not** to contact Board of Trustees, Members, Staff, or Committee Members during this [the course Response and Selection process. All procedural matters shall be directed to Procurement/Contract Specialist. FLVS employees, Executive Team Members or Board Members shall not be contacted or approached by representatives of any potential Respondent to this ITB. Contact or communication initiated by any responding firm may result in rejection of the Response.
- 5.3 Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this ITB will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Respondents must claim the applicable exemptions to disclosure provided by law, in their response to the ITB, 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.

### 5.3.1 Redacted Submissions

If Respondent 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, Respondent 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 Respondent's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent 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 Respondent such an assertion has been made. It is the Respondent'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 Respondent in a legal proceeding, FLVS shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent 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 Respondent agrees to protect, defend, and indemnify FLVS for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent 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.

5.4 Posting of Tabulations/Recommendation. ITB tabulations with recommended awards will be posted for review by interested parties. Visit <http://www.demandstar.com> or <https://flvs.net/about/procurement-opportunities/solicitations-open> for bid/response links and in the Procurement Services Department, at 2145 Metrocenter Boulevard Orlando, FL 32835. Results 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. If the tabulation with the recommendation of award is not posted by said date and time, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay and anticipated posting date and time.

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

5.5 Bid Protests: Any person who believes they are adversely affected by any specification in this Bid or ITB or any decision or intended decision concerning this Bid or ITB 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. 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.

5.6 Any Respondent in doubt as to the true meaning of any part of this ITB or related documents may submit a written request for clarification to Sheena Bartley at the email address [sbartley@flvs.net](mailto:sbartley@flvs.net), by 2:00 PM EST April 18, 2018. Any interpretation to a Respondent shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the following web-sites:

- Demandstar (<http://www.demandstar.com>)
- Florida Virtual School Procurement Opportunities (<https://flvs.net/about/procurement-opportunities/solicitations-open>)

5.6.1 Questions must be received before 2:00 PM **Eastern Standard Time** on April 18, 2018. Questions not received by this date and time will not be considered.

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

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

5.6.3 All questions must be in writing and emailed to the Procurement Representative named below. The request must contain the Respondent's name, address, telephone/fax numbers, and email address. After thoroughly reading this ITB, Respondents may direct questions, to:

**Sheena Bartley**  
Buyer, FLVS  
[sbartley@flvs.net](mailto:sbartley@flvs.net)

- 5.7 Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the response due date. Respondents should not rely on any statements other than those made in this ITB or written response to questions and/or addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail.
- 5.8 All responses must be prepared and submitted in accordance with the instructions provided in this ITB. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the ITB. A responsive response is one that follows the requirements of the ITB, 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.
- 5.9 Two (2) response copies (1 copy – 1 original shall be unbound) are to be submitted in sealed envelopes (use the label provided in section 4), which bear the name, address, and telephone number of the Respondent.
- 5.10 FLVS will receive sealed responses until the date and time indicated on this response cover page. Responses must be delivered to the Procurement Services Office at the stated address and will be recorded at the stated date/time. Responses must be delivered in sealed envelopes, clearly marked on the outside as to response name, response number, and opening date. **Responses received in unidentifiable envelopes are sent at the Respondent's risk. Responses received after the date/time indicated on the response cover will be date/time stamped received and returned to the Respondent unopened.** It will be the Respondent's responsibility to get the response to the correct location and on time. Please note that the official clock, for the purpose of receiving responses, is located in the Procurement Services Division.
- 5.11 Purchase Order: The award of the response shall not constitute an order. Before any shipments are made or services rendered, Respondent must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the response form, specifications, and general instructions.

## 6 GENERAL TERMS AND CONDITIONS

- 6.1 FLVS may, at its sole and absolute discretion, reject any, and all, or parts of any, and all responses; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB, or in the responses received as a result of this ITB. FLVS also reserves the right to request clarification of information from any Respondent.
- 6.2 All expenses involved with the preparation and submission of responses to FLVS, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Respondent.
- 6.3 INTENTIONALLY OMITTED
- 6.4 FLVS has implemented a Purchasing Card Program to streamline our procurement process.
- 6.4.1 By making purchases with the Visa Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. Our Awardees also achieve cost saving results by accepting our Purchasing Card.
- 6.4.2 FLVS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.
- 6.5 This ITB and the related responses of the selected Respondent(s) will constitute the basis of the formal contract between the Contractor(s) and FLVS. No modification of this ITB, except by addendum issued by FLVS, shall be binding on FLVS.
- 6.6 It is understood and agreed between the parties hereto that FLVS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for this ITB. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this ITB, FLVS shall immediately notify Awardee(s) of such occurrence and this ITB 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.
- 6.7 The awards made pursuant to this ITB are subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose, with their response, the name of any Officer, Director, or Agent who is also an Employee of FLVS. Further, all Respondents must disclose the name of any FLVS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Respondent or any of its branches/subsidiaries.
- 6.8 Purchasing Agreements with Other Government Agencies. All Respondents submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Respondent feel it is in their best interest to do so.
- This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.
- 6.9 Respondent, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 6.10 There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.

- 6.11 The Procurement Director may terminate this contract in whole or in part when it is in the best interest of FLVS. Notification of termination must be in writing and issued by the Procurement Director or designee. This action will be publicly posted as described above.
- 6.12 Should any Respondent fail to enter into a contract with FLVS, on the basis of the submitted response by said Respondent, the Respondent acknowledges that Respondent shall be liable to FLVS for any lost revenue.
- 6.13 Venue for any and/or all legal action regarding or arising out of the transactions covered herein shall be solely in Florida Court in and for Orange County, State of Florida. The laws of the State of Florida shall govern this transaction.
- 6.14 Attached as Appendix K, is the most current version of FLVS' standard contract. By submitting a response to this ITB, submitters acknowledge and agree that they have reviewed this standard form and have no objection to it. Further, if selected by FLVS, Submitters acknowledge and agree that they will execute this standard form contract, 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.
- 6.15 This Contract or Agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Respondent without prior written consent of the School. The Respondent herein shall not assign payments under this contract or agreement without the prior written consent of the School.
- 6.16 With the consent and agreement of the Awardee(s), purchases may be made under this response by other school boards and governmental agencies Services are to be furnished in accordance with the Contract of said product(s) and/or service(s) resulting from this Response. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this ITB 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.
- 6.17 All accounting and invoicing correspondence must reference FLVS purchase order number. Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by FLVS. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. These items must be received by FLVS consultant/representative at least ten (10) working days before the deadline for submission of Awardee's request for payment dates.
- 6.18 Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company.
- 6.18.1 All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Florida Virtual School (FLVS) and (b) FLVS is to be named as an additional insured party with respect to Respondent activities.

- 6.18.2 General Liability Insurance of not less than One Million (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) General Aggregate for bodily injury, property damage liability, personal injury, advertising liability, and shall include errors and omissions coverage. The General Liability policy should be on CGL 0001 (12/04) or equivalent form. Insurance shall be primary and non-contributory to any other insurance of the certificate holder and shall name the certificate holder, owners and any other required by written contract or an agreement as additional insured.
- 6.18.2.1 Policy should be endorsed with a “per project aggregate”. All coverages should include contingent liability and contingent property damage liability. If coverage is written on a Claims made basis the retroactive and continuity dates should be at least the first day services begin with FLVS. Policy should include an endorsement waiving all rights to subrogate against FLVS.
- 6.18.2.2 The above policies for General Liability insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.
- 6.18.3 Worker's Compensation Insurance: The Awardee(s) shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract Employer's Liability Insurance: The Contractor shall maintain, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000.00) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000.00) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for bodily injury by disease.
- 6.18.4 Automobile Liability Insurance: Automobile Liability Insurance shall be maintained, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.
- 6.18.5 Professional Liability and Cyber Liability including: Technology Errors and Omissions, Telecommunications Errors and Omission, or Multimedia Professional Liability whichever is applicable not less than One Million Dollars (\$1,000,000.00), and Network Security Liability, Privacy Liability, Crisis Management, Cyber Extortion, and Media Liability not less than One Million Dollars (\$1,000,000.00).
- 6.19 Legal Requirements: It shall be the responsibility of the Awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with the School are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- 6.20 After notification of award, the Awardee(s) shall indemnify and hold harmless FLVS as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of FLVS as set forth in Florida Statutes.



- 6.20.1 Successful Respondent shall, in addition to any other obligation to indemnify Florida Virtual School and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- 6.20.1.1 Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
  - 6.20.1.2 Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
  - 6.20.1.3 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
  - 6.20.1.4 Any costs or expenses, including attorney's fees, incurred by Florida Virtual School to enforce this agreement shall be borne by the Contractor and venue shall be in Orange County.
- 6.21 Patents and Royalties. The Respondent, without exception shall indemnify and hold harmless the School and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Florida Virtual School. If the Respondent uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. In addition, FLVS shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this Response.
- 6.22 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Respondent who submits the "Trade Secret" information shall bear all costs associated with defending their position.
- 6.23 Financial Terms and Conditions.
- 6.23.1 Payment  
Vendor shall provide all Services, as defined in the ITB. All travel and related expenses are included. Payment shall be made in arrears as follows: Net 45 days upon receipt of detailed invoice.
  - 6.23.2 Conditions to Payment  
Payment to Vendor of the amounts due shall be conditioned strictly upon satisfaction of the conditions for such payment set forth in the Pricing Schedule under the Contract and specifically upon the successful and timely completion of the services.

FLVS reserves the right to determine the acceptance process which may include the approval and release of funds.

#### 6.23.3 Payment Terms Our Payment Clause

- A. the FLVS will remit full payment on all undisputed invoices within forty- five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. By submitting a Proposal to the FLVS, the Vendor expressly agrees that if awarded a contract, FLVS may withhold from any payment, monies owed by the Vendor to FLVS for any legal obligation between the Vendor and FLVS.

#### 6.23.5 Form of Invoicing

Invoices shall itemize services, dates, and deliverables consistent with the terms of the Contract.

#### 6.23.6 Performance Bond – INTENTIONALLY OMITTED

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

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

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

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

- 6.24.3 The Awardee(s) performing work for FLVS is responsible to provide written notification and Material Safety Data Sheets (MSDS) to FLVS Facilities Office for any hazardous material that may be used. FLVS defines Hazardous Material as “any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health”. These substances are classified as poisonous, toxic, corrosive and flammable, explosive, radioactive, or otherwise have any warning on the product label.
- 6.24.3.1 FLVS Facilities Office must approve all hazardous materials used by the Awardee(s) prior to use.
  - 6.24.3.2 All requests for approval of product shall be directed to FLVS F Office at 2145 Metrocenter Boulevard, Orlando, FL 32835.
  - 6.24.3.3 Current, legible copies of Material Safety Data Sheets (MSDS) will be used to evaluate all products. This information must be provided at least five (5) working days prior to use and must include the Awardee’s safety plan (precautions needed by the Awardee’s employees).
  - 6.24.3.4 After review by FLVS Safety Office, the Awardee(s) of the MSDS will be provided a copy of the MSDS stamped approved, with or without additional restrictions, or disapproved.
  - 6.24.3.5 The Awardee(s) using the product must follow any identified restrictions and must maintain a copy of the approved MSDS at the job location.
  - 6.24.3.6 Any product used in FLVS shall be used in accordance with the manufacturer’s instructions and applicable FLVS Policies.
  - 6.24.3.7 Certain products will not be authorized for use in FLVS in order to prevent any incidence of exposure to students or employees. Further, stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.
  - 6.24.3.8 Products approved for use by FLVS employees does not constitute an automatic approval for use by Awardee(s). All products used by Awardees must be specifically approved for each job within FLVS.
  - 6.24.3.9 FLVS employees will not use products approved for use by Awardees unless a specific approved MSDS has been provided to the supervisor and/or is maintained in the worksite MSDS Book.
  - 6.24.3.10 Use of Hazardous Materials at sites where no students or FLVS employees are assigned does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.
  - 6.24.3.11 Awardees are responsible to remove all products used on projects immediately upon completion. Products left for FLVS use will be listed on a manifest indicating type of container, amount, and the location of the product. FLVS employee that originated the service or contract shall sign the manifest and send to FLVS Safety Office.
- 6.24.4 The Awardee(s) and their Employees, including Sub-Contractors, performing work under the terms of this contract will follow the best environmental working practices at all times.

The Awardee(s) shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to FLVS operations, as well as comply with all Federal, State, Local, and FLVS environmental policies and procedures. The Awardee(s) may be required to supply a written copy of their Environmental Program/Manual for review after contract award. Periodic review of the Awardee's environmental manual and operations may be conducted. Awardees and Sub-Contractors will be responsible for removal and cleanup of all contamination (or potential contamination) when it occurs or is identified by FLVS Safety Office. All incidents shall be immediately reported to FLVS Safety Office.

## **7.0 SPECIAL PROVISIONS**

- 7.1 Contract Term/Option to Renew: The initial term of the contract shall be for a five (5) year period following Board approval.
- 7.2 This contract may be renewed for five (5) additional one-year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of an amendment. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.
- 7.3 It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.
- 7.4 FLVS, at its sole discretion, may exercise options to extend the contract for up to five additional one-year periods, based upon funding availability and by mutual written consent of both parties. Respondent understands that any rate increases must be requested in writing with supporting documentation, approved by FLVS, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the renewal periods.

### **7.4.1 PRICE INCREASE**

After the initial one (1) year period, FLVS may consider a price increase if the following conditions occur:

- a. There is a verifiable price increase to the awarded vendor
  - b. The awarded vendor submits to FLVS, in writing, notification of price increases with all supporting documentation.
  - c. The price increase shall be based on a reasonable percentage increase in product cost (not to exceed 3%) acceptable to FLVS.
  - d. The awarded vendor shall submit the above mentioned information to FLVS not less than 120 days prior to the effective date of the price increase. When the awarded vendor complies with all of the above mentioned conditions, FLVS shall reserve the sole right to determine if it is in the best interest of FLVS to adjust the pricing of the product proposal, in conjunction with the awarded vendor's effective date of price increase.
  - e. Price increases shall be limited to one increase per contract year.
- 7.5 Contract Termination: FLVS shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than ninety (90) days prior to the date that such termination is to be effective, or with such lesser notice as FLVS may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to FLVS. In the event FLVS shall elect to terminate this contract without cause, FLVS shall compensate the Respondent for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract

until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and FLVS shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.

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

7.6.1 Respondent(s) shall include a copy of all-applicable licensing with their response.

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

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

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

7.7.1 Effective September 1, 2005, as per Section 1012.465 of the Florida State Statutes all Florida education agencies and Contractual personnel must be in compliance with the Jessica Lunsford Act. Awardees meeting any of the criteria including those permitted access on school grounds when students are present, or those who have direct contact with students, or those who have access to or control of school funds are required to be Level II fingerprinted and screened by our Human Resources Department. This consists of a FDLE/FBI criminal record and fingerprint search. Contractor shall assign no person to perform work hereunder who has any form of criminal record without the prior written authorization of FLVS.

The term "contractor" means any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for FLVS or a school, but who is not otherwise considered an employee of the FLVS. The term also includes any employee of a contractor who performs services for the school district or school under the contract and any subcontractor and its employees.

7.7.2 The Technical Assistance paper for the Jessica Lunsford Act can be accessed at <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.

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

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

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

7.10 Contract Administration: FLVS will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Awardee(s) shall be contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to FLVS. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Awardee's right to proceed further with this work.

In such event, the Awardee(s) will be paid only for materials used. The Awardee(s) and their sureties may be liable to FLVS for any additional cost incurred by FLVS to complete the job. At this point, the Awardee(s) shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by FLVS.

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

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

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

7.10.4 Upon cancellation of any ensuing agreement, FLVS reserves the right to award the contract to the responsible Respondent(s) offering the next highest rated response to FLVS for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in FLVS's best interest.

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

7.12 Marketing Agreement/Use of Product: Trademark License. Neither party shall without the other party's written consent and approval: (i) permit usage of corporate logos, names and trademarks in marketing materials, provided such usage shall be subject to a limited license and shall be in conformance with such party's logo usage and trademark guidelines; (ii) at its own expense and in its sole discretion, furnish to the other party reasonable quantities of marketing collateral and other sales promotion materials upon request; (iii) list the other party as an Partner on their website; and (iv) issue with the other party a joint press release announcing formation of the referral relationship between the parties, provided, however, that neither party shall issue any press release regarding the other party without the other party's prior written consent.

7.13 Identical Qualifying Bids: In the event of identical qualifying bids, FLVS will execute the tie breaking procedure contained in its policies and procedures manual, section F11 purchasing.2A General Provisions Related to Competitive Solicitations.

7.14 Software Related Purchases: Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or

functions: A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA; B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees; C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA; D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a); E. Even in circumstances that might justify and exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

**8. SPECIFICATIONS**

Florida Virtual School (FLVS), hereafter referred to as the "district" or "FLVS", is seeking bids from qualified vendors interested in providing Information Technology Hardware and Software. The bid shall contain multiple Lots. The respondent’s proposal(s) shall include the supply of equipment, warranty and licensing listed within this ITB as specified. Hardware must support all FLVS technology needs by meeting the minimum technology specifications provided. Hardware shall consist of latest computer technology specifications in order to provide maximum quality available within the marketplace. Respondents must satisfy or exceed all requirements and deliver all required minimum specifications provided.

This bid consists of detailed Lots of hardware and software with specifications and estimated quantities that consists of a requirement for manufacturer and catalogue pricing. Respondents may bid on multiple Lots but are not required to bid on all lots.

Lot Responses: To be completed and included with all submissions.

Lot Number(s)	Technology Hardware and Software Lots & Minimum Components	<i>Indicate "Yes" for all Lots Proposed'</i>
Lot 1	Software – Non- Enterprise	
Lot 2	Software - Enterprise	
Lot 3	Audio/Video Equipment	
Lot 4	Telephone Equipment	
Lot 5	Network Equipment	
Lot 6	Server Equipment	
Lot 7	Laptops	
Lot 8	Tablets	
Lot 9	Server Peripherals	
Lot 10	Computer Peripherals	
Lot 11	Manufacturer Discount Percentages	
Lot 12	Catalogue Items	

**8.1. General Requirements:** Respondent shall meet or exceed each of the following requirements as applicable to all Lot(s) bid. Pricing shall be inclusive of all stated requirements.

- No price increases for life of contract
- Free shipping on all product returns
- Pricing shall be inclusive of standard shipping fees
- All quotes shall be returned within 1 business day of request for quote
- Order fulfillment required within 2 business days of order placement
- Product availability shall be referenced on all quotes

**8.2. Delivery Time is of the Essence:** Time of delivery is a part of the consideration and respondent shall be responsible for demonstrating adherence. If time varies on different items, Respondent shall provide specific fulfillment times within their response. “Days for delivery” and/or “days from receipt of order” refers to business days.



**8.3. Support Requirements:** Support for all Lots where indicated must meet or exceed the following requirements. Any applicable deviations or additional requirements shall be specified within individual Lots. Pricing shall be inclusive of all stated requirements (when applicable see Section 9 – Cost Proposal Sheet).

- Support shall commence upon invoice date and continue for life of contract or duration of warranty (whichever is longer)
- Support shall include troubleshooting, access to online knowledge base, and / or customer support
- Support shall include dedicated account manager or single point of contact
- Bid Price Sheet pricing is inclusive of all support costs

**8.4. Warranty Requirements:** Warranties for Lots where indicated (Section 9 - Cost Proposal Sheet) must meet the following minimum standards. Any applicable deviations for duration of warranty periods are noted within the individual Lots.

- All products shall include standard manufacturer's warranty
- FLVS required extended warranty periods in excess of manufacturer's warranty shall be reflected in pricing (unless otherwise noted within individual Lot line items)
- All delivered product shall meet or exceed provided specifications, functionality and or performance
- Warranty shall cover any failure or defect of the purchased product including all parts and components
- Warranty must include replacement parts of equal or superior quality of original components
- Bid Price Sheet pricing is inclusive of all warranty costs
- Warranty period shall become effective upon invoice date
- Extended warranty for hardware shall also include accidental damage protection for laptops, chrome books and tablets for life of warranty effective the date of invoice

#### **Lot 1 Specifications**

Lots include software, enterprise software, audio/video equipment, telephone hardware, network equipment, server, laptop, tablets, server peripherals and computer peripherals.

**Lot 1 – Software – Non-Enterprise** includes single (or small quantity) purchase of box product or other software product that is not included within an existing Enterprise Agreement.

**Lot 2 – Enterprise Software** - The Enterprise Software licensing solution shall include specified Support and Maintenance / Warranty requirements as defined (below):

## **Enterprise Software Support and Warranty / Maintenance Requirements**

- Single point of contact to assist FLVS with managing order fulfillment including but not limited to providing quotes, general inquiries, support, maintenance, annual True-up, and management of licensing pool.
- Ability to pro-rate quotes so product purchases outside of annual renewal shall expire in accordance with Enterprise Agreement end date.
- Shall provide access to all product versions, patches, bug fixes, new features and functionality, and upgrades made available by manufacturer throughout life of contract.

### **Lot 3 – Audio/Video Equipment**

This Lot requires a minimum warranty period of three years. Warranty period includes 1-year manufacturer's warranty plus an additional 2-year extended warranty.

### **Lot 4 – Telephone Hardware**

This Lot requires a minimum warranty period of two years. Warranty period includes 1-year manufacturer's warranty plus an additional 1-year extended warranty.

### **Lot 5 – Network Equipment**

### **Lot 6 – Server Hardware**

### **Lot 7 – Laptops**

This Lot requires a minimum warranty period of three years. Warranty period includes 1-year manufacturer's warranty plus an additional 2-year extended warranty. This lot requires additional accidental damage protection included in the warranty and pricing. Any deviations from the following specifications must be detailed in Section 8.4 and 8.5 Alternatives to Scope. Respondent is responsible for demonstrating alternate solutions shall meet or exceed specifications provided.

Item Description	Item Description
<p>Chromebook with the following minimum specifications or better:</p> <ul style="list-style-type: none"> <li>• 13" screen</li> <li>• Wireless-AC compatible network adapter</li> <li>• 2GB RAM standard</li> <li>• Support for up to 4GB RAM</li> <li>• 16GB storage standard</li> <li>• Support for up to 64GB storage</li> <li>• 2x USB Type-A ports; &gt;= 1 port must be USB 3.0</li> <li>• Integrated webcam with 720p resolution</li> <li>• Integration microphone</li> <li>• Stereo speakers</li> <li>• &lt;= 4lb in weight</li> <li>• 3.5mm audio/microphone port preferred</li> <li>• External display port with support for external desktop functionality</li> </ul>	<p>Windows Laptop with the following minimum specifications or better:</p> <ul style="list-style-type: none"> <li>• PXE boot support</li> <li>• Windows 10</li> <li>• 14" touch screen with 10-touch capability</li> <li>• Convertible form factor - laptop, tablet, and tent modes supported</li> <li>• Included stylus</li> <li>• Core i5 chipset with 3MB cache or equivalent</li> <li>• 8GB DDR3L RAM</li> <li>• Support for up to 16GB RAM</li> <li>• 256GB SSD standard</li> <li>• Support for up to 512GB SSD</li> <li>• UHD and non-UHD options</li> <li>• &lt;= 4lbs weight</li> <li>• Dual-band wireless AC network adapter with 802.1x support</li> <li>• Bluetooth 4.0 support</li> <li>• Miracast support</li> <li>• 2x USB Type-A ports; &gt;= 1 port must be USB 3.0</li> <li>• Integrated webcam with 720p resolution</li> <li>• Integration microphone</li> <li>• Stereo speakers</li> <li>• External display port with support for external desktop functionality</li> <li>• Fingerprint scanner</li> </ul>
Item Description	
<p>Windows Laptop with the following minimum specifications or better:</p> <ul style="list-style-type: none"> <li>• PXE boot support</li> <li>• Windows 10</li> <li>• 15" monitor</li> <li>• Core i7 chipset with 4MB cache or equivalent</li> <li>• 16GB RAM standard</li> <li>• Support for up to 32GB RAM</li> <li>• 512GB SSD standard</li> <li>• Support for up to 512GB SSD</li> <li>• Secondary drive bay availability preferred</li> <li>• Onboard RJ-45 Ethernet port</li> <li>• UHD and non-UHD options</li> <li>• Dual-band wireless AC network adapter</li> <li>• Bluetooth 4.0 support</li> <li>• Miracast support</li> <li>• Integrated webcam with 720p resolution</li> <li>• Integration microphone</li> <li>• Stereo speakers</li> <li>• 2 external display ports with support for dual external displays</li> <li>• Fingerprint Scanner</li> </ul>	

## **Lot 7 - Additional Warranty/Service Requirements for Laptop Lot**

Respondent shall meet the following requirements. Submittal guarantees respondent shall meet or exceed each requirement(s). Respondent pricing shall reflect inclusion of all terms as follows:

- Warranty should be depot warranty, not onsite or FRU-based
- Respondent shall support shipping to multiple FLVS designated locations as directed
- The box to take the laptop to the depot should arrive at FLVS designated location within 48 hours of submitting the claim
- All depot-serviced units shall be returned to FLVS designated location within no more than 6 business days of shipping date
- The process of submitting a claim needs to be clearly outlined and quick, preferably an online for
- Repairs should be completed within 3 business days from receipt of return product delivery
- All shipping to or from the depot shall be free of charge to FLVS
- All parts used for repair/replacement should be the equal quality or better than those of the original units
- Warranty period shall be for a minimum period of three years and begin on the date of invoice
- Warranty shall include accidental damage protection for parts, repairs and or full replacement with equal or superior quality components

## **Lot 8 – Tablets**

This Lot requires a minimum warranty period of two years. Warranty period includes 1-year manufacturer's warranty plus an additional 1-year extended warranty. This lot should include accidental damage protection. Warranty shall include accidental damage protection for parts, repairs and or full replacement with equal or superior quality components >=2 years with full replacement included.

## **Lot 9 - Server Peripherals**

## **Lot 10 – Computer Peripherals**

This Lot requires a minimum warranty period of two years. Warranty period includes 1-year manufacturer's warranty plus an additional 1-year extended warranty.

## **Lot B11 Manufacturer's / Brand Discount Percentages and**

Cost Bid Percentage Discounts off Manufacturer's Suggested Retail Price: Respondents shall provide discount percentages by manufacturer / brand. Response shall include reduction in cost (percentage off retail price) by specified manufacturer brand as directed in addition to providing additional and or alternative manufacturers and brands available.

## **Lot 12 Catalogue Pricing Percentages**

Catalogue Pricing: Respondents shall provide their entire product catalogue (electronic catalogue highly preferred) with line item pricing reflecting the proposed discount. Respondents shall provide set pricing for the life of the agreement. Respondents shall provide their proposed discount percentage for the balance line items.

As technology changes, the agreement resulting from this ITB will include all new products added to the manufacturers' product line during the life of the agreement. Therefore, in addition to submitting bids for the Lots within (Section 9) – Bid Price Sheet, vendors shall submit bids identifying percentage discounts off the Manufacturers' Suggested Retail Prices (MSRP) (Section 9). This may include current technology not identified in the bid, and any future technology that comes to market over the duration of the initial term of this contract. Respondents shall complete the bid sheet Bid Price Sheet forms as provided within their response to this ITB.

**8.5 Exceptions to the ITB Note:** FLVS reserves the right to reject proposals with exceptions to the requirements of this ITB and /or take the exceptions into consideration.

No.	Summary of Exception	Exception to Requirement

**8.6 Alternatives to The Scope of Work –** Alternative Product shall meet or exceed specified requirements.

No.	Summary of Alternative	Alternative to Scope Paragraph Number

Paragraph Number and Page Number	FLVS Provided Language	Requested Revision

**9.0 Bid Price Sheet**

Respondents may bid on any / all of the following LOT(S) based upon their ability to satisfy requirements specified. All bid price sheet shall include unit pricing and extended costs for estimated bulk quantities. Respondent shall complete the all tables provided in this section for each Lot bid. Quantities in pricing tables are estimates and do not guarantee future spend. Respondents shall provide their best rates as indicated for each Lot bid.

FLVS is a tax-exempt entity, pricing shall not include any sales tax. All other charges, (i.e. packaging, handling, shipping) must be included in the bid. No charges will be allowed unless specified in the bid.

**Lot 1 – Software – Non-Enterprise Per Specifications listed in for all lots**

Item #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
1.	Adobe Captivate (v.8)	10	each	\$	\$	Yes	N/A
2.	Adobe Presenter (v.10)	10	each	\$	\$	Yes	N/A
3.	Camtasia (v.9)	10	each	\$	\$	Yes	N/A
4.	Camtasia for Mac (v.2)	10	each	\$	\$	Yes	N/A
5.	IBM SPSS Custom Tables	10	each	\$	\$	Yes	N/A
6.	IBM SPSS Statistics Base	10	each	\$	\$	Yes	N/A
7.	IBM SPSS Statistics Professional	10	each	\$	\$	Yes	N/A
8.	Microsoft Learning Solutions: IT Academy	100	each	\$	\$	Yes	N/A
9.	Microsoft Visual Studio Enterprise with MSDN	100	each	\$	\$	Yes	N/A
10.	Microsoft Windows Azure – Subscription license	100	each	\$	\$	Yes	N/A
11.	Skype for Business PSTN - Conferencing	500	each	\$	\$	Yes	N/A
<b>Days of ARO: _____</b>							
<b>Total All or None Per Lot 1</b>				\$			

**Lot 2 – Enterprise Software**

Item #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
1.	ACAD VMWARE PSNS VSOM 6 ENT+RNW	10	each	\$	\$	Yes	N/A
2.	ADOBE CC ENT MLP ED SUB	2500	each	\$	\$	Yes	N/A
3.	ADOBE SIGN-ENTERPRISE EDU T3	2500	each	\$	\$	Yes	N/A
4.	Cisco AnyConnect Plus - license	10	each	\$	\$	Yes	N/A
5.	Cisco FireSIGHT Management Center Virtual Appliance - license	10	each	\$	\$	Yes	N/A
6.	CISCO SMARTNET ESS SW UPGRD	10	each	\$	\$	Yes	N/A
7.	CISCO TELEPRESENCE SAAS VIRT MTNG RM	10	each	\$	\$	Yes	N/A
8.	Cisco Unified Contact Center Express Call Recording (v. 10.0) - license	20	each	\$	\$	No	N/A
9.	Cisco Unified Contact Center Express ENHANCED (v. 10.0) - version upgrade I	20	each	\$	\$	Yes	N/A
10.	Cisco Unified Contact Center Express Enhanced High Availability Option (v.10.0)	10	each	\$	\$	Yes	N/A
11.	EMC-SEL MOZY ENT FOR DPS 1 - 10 TB	10	each	\$	\$	Yes	N/A
12.	IBM Lotus Communications - Software Subscription and Support Renewal (1 year)	10	each	\$	\$	Yes	N/A
13.	IBM Security QRadar SIEM Event Capacity Increase from 1K to 2.5K EPS - Soft	10	each	\$	\$	Yes	N/A
14.	IBM Security QRadar Vulnerability Manager Add-on 60XX - Software Subscription	10	each	\$	\$	Yes	N/A
Item #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required

15.	Meraki Cisco Meraki Enterprise Cloud Controller License 1 Access Point	30	each	\$	\$	Yes	N/A
16.	Microsoft Azure Active Directory Premium - subscription license (1month)	2500	each	\$	\$	Yes	N/A
17.	Microsoft Azure StorSimple Plan 1 - subscription license (12 months)	10	each	\$	\$	No	N/A
18.	Microsoft Desktop Education - license & software assurance	10000	each	\$	\$	Yes	N/A
19.	Microsoft Exchange Online Advanced Threat Protection - subscription license	2500	each	\$	\$	Yes	N/A
20.	Microsoft Office 365 (Plan A2) - subscription license (1 month)	2500	each	\$	\$	Yes	N/A
21.	Microsoft Office 365 Pro Plus A - subscription license (1 month)	2500	each	\$	\$	Yes	N/A
22.	Microsoft Office 365 ProPlus Subscription License 1 Year	2500	each	\$	\$	Yes	N/A
23.	Microsoft SQL Power BI A Plan A3/A4 - subscription license (1 month)	1000	each	\$	\$	Yes	N/A
24.	Microsoft SQL Server Enterprise Core Edition License & Software Assurance	200	each	\$	\$	Yes	N/A
25.	Microsoft Windows Server Datacenter Edition - license & software assurance	100	each	\$	\$	Yes	N/A
26.	Microsoft Windows Server Standard Edition - license & software assurance	800	each	\$	\$	Yes	N/A
27.	MS EES OFF 365 PA3 SRV ADDON	6000	each	\$	\$	Yes	N/A
28.	Power BI Pro - subscription license (1 month)	250	each	\$	\$	Yes	N/A
29.	Sophos Endpoint Protection Advanced - competitive upgrade subscription lice	2500	each	\$	\$	Yes	N/A



Item #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
30.	Symantec Essential Support - technical support (renewal) - for Symantec End	250	each	\$	\$	Yes	N/A
31.	VMware vSphere Standard (v. 8) - license	100	each	\$	\$	Yes	N/A
32.	LiveVault Service 13 TB	10	each	\$	\$	Yes	N/A
33.	LiveVault Turbo Restore Devices (TRA) 12 TB	2	each	\$	\$	N/A	N/A
34.	LiveVault Turbo Restore Device (TRA) 24 TB	10	each	\$	\$	Yes	Yes
<b>Days of ARO:</b> _____							
<b>Total All or None Per Lot 2</b>					\$		

### Lot 3 – Audio/Video Equipment

Item #	Item Description	Brand / Model	Unit of Measure	Estimated Quantity	Unit Price	Extended Price	Warranty Required	Warranty Requirements
1.	34" - 90" LED TV with >=3 HDMI ports, >=1 USB port	Brand _____ Model _____	each	10	\$	\$	Yes	>=3-year warranty with full replacement included
2.	TV Wall Mount with full articulation; 45" - 90" support	Brand _____ Model _____	each	10	\$	\$	No	N/A
3.	DLP projector with 3D support	Brand _____ Model _____	each	10	\$	\$	Yes	>=3-year warranty with full replacement included
4.	Coaxial cable; 6' - 25'	Brand _____ Model _____	each	10	\$	\$	No	N/A
5.	HDMI Auto Switch w/ IR Remote Control >= 3 HDMI ports	Brand _____ Model _____	each	10	\$	\$	Yes	>=3-year warranty with full replacement included
6.	VGA cable with include 3.5mm audio support; 10' - 25'	Brand _____ Model _____	each	10	\$	\$	No	N/A
<b>Days of ARO:</b> _____								
<b>Total All or None Per Lot 3</b>								

**Lot 4 – Telephone Hardware**

Item #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required	Warranty Requirements
1.	Cisco 3945 Voice Security and CUBE Bundle	10	each	\$	\$	Yes	No	N/A
2.	Cisco 7925G Unified Wireless VoIP Phone	10	each	\$	\$	No	Yes	>=2 years including full replacement
3.	Gooseneck Microphone (12 inch)	10	each	\$	\$	No	Yes	>=2 years including full replacement
4.	VoIP Conference Phone with 802.1x integrate wireless connectivity	10	each	\$	\$	Yes	Yes	>=2 years including full replacement
Days of ARO: _____								
<b>Total All or None Per Lot 4</b>				\$				

**Lot 5 – Network Equipment**

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
1.	10G CAT6a Snagless Patch Cord; 5' - 35'	Brand _____ Model _____	10	each	\$	\$	No	No
2.	1M 10Gb Duplex Multimode 50/125 Aqua Fiber Patch Cable LC/LC	Brand _____ Model _____	10	each	\$	\$	No	No
3.	2M Multimode Fiber 62.5/125 Patch Cable LC/LC	Brand _____ Model _____	10	each	\$	\$	No	No
4.	Broadcom NetXtreme 2x10GbE BaseT Adapter	Brand _____ Model _____	10	each	\$	\$	No	Yes
5.	Brocade - power supply - hot-plug / redundant - 150 Watt	Brand _____ Model _____	10	each	\$	\$	No	Yes

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
6.	Brocade 6505 - switch - 12 ports - managed	Brand _____ Model _____	10	each	\$	\$	Yes	Yes
7.	Brocade network device mounting kit	Brand _____ Model _____	10	each	\$	\$	No	Yes
8.	Cisco - power supply - hot-plug / redundant - 1100 Watt	Brand <u>Cisco</u> Model _____	10	each	\$	\$	No	Yes
9.	Cisco - SFP+ transceiver module - 10 Gigabit Ethernet	Brand <u>Cisco</u> Model _____	10	each	\$	\$	Yes	Yes
10.	Cisco ASA 5515-X - security appliance - with FirePOWER Services	Brand <u>Cisco</u> Model _____	10	each	\$	\$	Yes	Yes
11.	Cisco ASA with FirePOWER Services IPS, Advanced Malware Protection and URL	Brand <u>Cisco</u> Model _____	10	each	\$	\$	Yes	Yes
12.	Cisco Business Edition 7000M (Export Restricted) - Xeon E5-2680v3 2.5 GHz -	Brand <u>Cisco</u> Model _____	10	each	\$	\$	Yes	Yes
13.	Cisco Meraki MR34 - wireless access point	Brand <u>Cisco</u> Model _____	10	each	\$	\$	Yes	Yes
14.	Cisco Network Module Adapter for SM Slot - network device slot adapter	Brand <u>Cisco</u> Model _____	10	each	\$	\$	No	Yes
15.	Cisco Nexus 2348TQ 10GE Fabric Extender - expansion module	Brand <u>Cisco</u> Model _____	10	each	\$	\$	Yes	Yes

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
16.	Cisco Nexus 9372TX - switch - 48 ports - managed - rack-mountable - with 8x	Brand <u>Cisco</u> Model _____	10	each	\$	\$	No	Yes
17.	Power over Ethernet (PoE) Injector - 15.4 Watt	Brand _____ Model _____	10	each	\$	\$	No	Yes
18.	RJ-45 Crossover cable; 5' - 50'	Brand _____ Model _____	10	each	\$	\$	No	No
<b>Days of ARO:</b> _____								
<b>Total All or None Per Lot 5</b>								

**Lot 6 – Server Hardware**

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
1.	8Gb FC Dual-port HBA for IBM System x	Brand _____ Model _____	10	each	\$	\$	Yes	Yes
2.	Cisco - voice / fax module	Brand _____ Model _____	10	each	\$	\$	Yes	Yes
3.	HITACHI RENEWAL - HW	Brand _____ Model _____	10	each	\$	\$	Yes	No
4.	SFP+ transceiver module - 8Gb Fiber Channel (Short Wave)	Brand _____ Model _____	10	each	\$	\$	Yes	Yes
<b>Days of ARO:</b> _____								
<b>Total All or None Per Lot 6</b>								

**Lot 7 – Laptops**

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1.	Chromebook; 2GB RAM, 16GB+ HD	Brand _____ Model _____	1	each		
2.	Windows 10 laptop with touch screen and built-in stylus; i5, 8GB RAM, 256GB SSD; vPro preferred	Brand _____ Model _____	1	each		
3.	Windows 10 mobile workstation; i7, up to 32GB RAM, 512GB SSD and support for dual drive bays; vPro preferred	Brand _____ Model _____	1	each		
Days of ARO: _____						
<b>Total All or None Per Lot 7</b>						\$

**Lot 8 – Tablets**

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required	Warranty Requirements
1.	Android Tablet; 32+GB storage, 7" - 10"	Brand _____ Model _____	10	each	\$	\$	No	Yes	>=2 years with full replacement included
Days of ARO: _____									
<b>Total All or None Per Lot 8</b>						\$			

**Lot 9 - Server Peripherals**

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
1.	1300VA UPS Smart LCD Back Up Tower AVR Coax RJ45	Brand _____ Model _____	10	each	\$	\$	No	Yes
2.	15 ft Power Cord Extension - NEMA 5-15R to NEMA 5-15P	Brand _____ Model _____	10	each	\$	\$	No	No
3.	3 ft Heavy Duty 14 AWG Computer Power Cord - C13 to C20	Brand _____ Model _____	10	each	\$	\$	No	No
4.	5M 10Gb Duplex Multimode 50/125 OM3 Fiber Cable LC/LC Aqua 16'	Brand _____ Model _____	10	each	\$	\$	No	Yes

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
5.	APC power cable - 15 ft	Brand <u>APC</u> Model _____	10	each	\$	\$	No	No
6.	APC power cable - 20 ft	Brand <u>APC</u> Model _____	10	each	\$	\$	No	No
7.	APC Power Cord, NEMA 5-15P to IEC320 C-13, 10 Amp, 125 Volt, 25ft	Brand <u>APC</u> Model _____	10	each	\$	\$	No	No
8.	APC power extension cable - 25 ft	Brand <u>APC</u> Model _____	10	each	\$	\$	No	No
9.	APC RBC105 Replacement Battery Cartridge	Brand <u>APC</u> Model _____	10	each	\$	\$	No	Yes
10.	APC RBC43 Replacement Battery Cartridge	Brand <u>APC</u> Model _____	10	each	\$	\$	No	Yes
11.	APC Smart-UPS SC 450VA 1U Rackmount/Tower UPS	Brand <u>APC</u> Model _____	10	each	\$	\$	No	Yes
12.	APC Smart-UPS X 1500VA Rack/Tower LCD UPS	Brand <u>APC</u> Model _____	10	each	\$	\$	No	Yes
13.	Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M); 5' - 50'	Brand _____ Model _____	10	each	\$	\$	No	No
14.	Heavy Duty Power Extension Cord 15A 14AWG 5-15P to 5-15R	Brand _____ Model _____	10	each	\$	\$	No	Yes
15.	Hitachi - DDR3 - 16 GB - DIMM 240-pin	Brand <u>Hitachi</u> Model _____	10	each	\$	\$	No	Yes
16.	Hitachi power cable	Brand <u>Hitachi</u> Model _____	10	each	\$	\$	No	No
17.	Hitachi rack rail kit	Brand <u>Hitachi</u> Model _____	10	each	\$	\$	No	Yes
18.	HITACHI VSP G CACHE FLASH MEMORY	Brand <u>Hitachi</u> Model _____	10	each	\$	\$	No	Yes

Item #	Item Description	Brand / Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Support Included	Warranty Required
19.	HITACHI VSP G-S CONTROLLER	Brand <u>Hitachi</u> Model _____	10	each	\$	\$	Yes	Yes
20.	HITACHI WRIST STRAP W/SAFTEY + CLIP	Brand <u>Hitachi</u> Model _____	10	each	\$	\$	No	No
21.	Lenovo - power supply - hot-plug / redundant - 675 Watt	Brand <u>Lenovo</u> Model _____	10	each	\$	\$	No	Yes
Days of ARO: _____					Total All or None Per Lot 9		\$	

**Lot 10 – Computer Peripherals**

Item #	Item Description	Brand & Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Warranty Required	Warranty Requirements
1.	2.5" SSD 7mm with 10mm adapter; 240GB - 1TB	Brand _____ Model _____	650	each	\$	\$	Yes	>=2 year with full replacement included
2.	4 GB SO-DIMM 204-pin DDR3 SDRAM	Brand _____ Model _____	300	each	\$	\$	No	N/A
3.	DDR3 - 8 GB - DIMM 240-pin	Brand _____ Model _____	300	each	\$	\$	No	N/A
4.	DDR3L - 16 GB - SO-DIMM 204-pin	Brand _____ Model _____	10	each	\$	\$	No	N/A
5.	DDR4 - 16 GB - SO-DIMM 260-pin	Brand _____ Model _____	10	each	\$	\$	No	N/A
6.	DisplayPort to DVI adapter	Brand _____ Model _____	100	each	\$	\$	No	N/A
7.	External HDD with USB 3.0 Support; 7200+ RPM, 1TB - 4TB	Brand _____ Model _____	10	each	\$	\$	Yes	>=2 year with full replacement included
8.	Internal HDD with SATA3 Support; 7200+ RPM, 1TB - 4TB	Brand _____ Model _____	10	each	\$	\$	Yes	>=2 year with full replacement included
9.	Jabra UC Voice 150 MS Duo	Brand <u>Jabra</u> Model _____	500	each	\$	\$	No	N/A
10.	LED Monitor with full actuation; 22" - 28"	Brand _____ Model _____	100	each	\$	\$	Yes	>=2 year with full replacement included

Item #	Item Description	Brand & Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	Warranty Required	Warranty Requirements
11.	Lenovo ThinkPad 170W AC Adapter - power adapter - 170 Watt	Brand <u>Lenovo</u> Model _____	10	each	\$	\$	No	N/A
12.	Lenovo ThinkPad 65W AC Adapter (Slim Tip) - power adapter - 65 Watt	Brand <u>Lenovo</u> Model _____	500	each	\$	\$	No	N/A
13.	Lenovo ThinkPad AC 45W Power Adapter	Brand <u>Lenovo</u> Model _____	10	each	\$	\$	No	N/A
14.	Lenovo ThinkPad Battery 70+ Li-Ion 57 Wh Notebook Battery	Brand <u>Lenovo</u> Model _____	100	each	\$	\$	No	N/A
15.	Mini HDMI to VGA adapter	Brand _____ Model _____	10	each	\$	\$	No	N/A
16.	Mini Display Port to VGA adapter	Brand _____ Model _____	1350	each	\$	\$	No	N/A
17.	USB 3.0 Flash Drive; 32GB to 512GB	Brand _____ Model _____	10	each	\$	\$	No	N/A
18.	USB 3.0 Port Replicator; Dual monitor output and Ethernet required	Brand _____ Model _____	100	each	\$	\$	Yes	>=2 year with full replacement included
19.	USB laser mouse	Brand _____ Model _____	500	each	\$	\$	No	N/A
20.	USB Wired Keyboard	Brand _____ Model _____	10	each	\$	\$	No	N/A
21.	Wireless Keyboard & Mouse Set	Brand _____ Model _____	500	each	\$	\$	No	N/A
<b>Days of ARO: _____</b>								
<b>Total All or None Per Lot 10</b>					\$			

Notes:

- Unit price bid will be used to determine the correct extended price if discrepancy is identified.
- Extended price shall be computed as Estimated Total Quantity multiplied by Proposed Unit Cost
- FLVS payment term shall be Net 45 days as per §218.73. Respondents additional payment discount (i.e. 2% /10 days).
- All quantities are estimated and could be higher or lower at the discretion of FLVS .
- FLVS reserves the right to make award(s) by lots, individual item, group of items, all or none or a combination therefore, to reject any and/or all Bids 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.



**Lot 11 Manufacturer's Discount**

Respondents shall provide discount percentage for each manufacturer/brand available within their bid submittal proposal. If additional space is required to complete the response, a separate sheet of paper may be used to include additional manufacturers and or brands available at a discounted percentage.

Item Number	Manufacturer / Brand	Discount Percentage Equipment	Discount Percentage Accessories
1.	Lenovo		
2.	Cisco		
3.	Hitachi		
4.	Jabra		
5.	APC		
6.	IBM		
7.	Microsoft		
8.	Live Vault		
9.	Adobe		
10.	Camtasia		
11.	Sophos		
12.	Symantec		
13.	Samsung		
14.	View Sonic		
15.	Hewlett Packard		
16.	Brocade		
17.	NetApp		
18.	Changepoint Daptiv		
19.	Palo Alto		
20.	Jitterbit		
21	VMWare		

**Lot 12 Catalogue Pricing:** Respondents shall provide their full catalogue and their discount percentage for the balance of line items. The estimated spend for this lot shall be approximately \$25,000.00. This is an estimated value to aid respondents in their pricing and does not guarantee future spend. Upon award, respondent shall be required to deliver electronic searchable catalogue within 5 business days.

Item Number	Description	Discount Percentage Hardware	Discount Percentage Accessories	Discount Percentage Enterprise Software	Discount Percentage Non - Enterprise Software	Number of ARO Days
1.	Fixed Catalogue for Technology Hardware and Software	%	%	%	%	

**Notes:**

- If catalogue item pricing decreases, respondent shall honor lower pricing with FLVS
- FLVS reserves the right to renegotiate line item pricing for any bulk orders
- Unit price will be used to determine the correct extended price if calculation error is found.
- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the Purchase Order.
- See section 7.1.4 regarding Price Increases

**PERCENTAGE DISCOUNT OFF MANUFACTURER’S SUGGESTED RETAIL PRICE**

As technology changes, the agreement resulting from this ITB will include any and all new products added to the manufacturers’ product line during the life of the agreement. Therefore, in addition to submitting bids for the listed Lots on Bid Sheet, vendors are required to submit bids identifying discounts off of the Manufacturers’ Suggested Retail Prices (MSRP).

This may include current technology not on identified in the bid, and any future technology that comes to market over the duration of the initial term of this contract. Bid Price Sheet is to be submitted with this ITB document.

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 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.

Delivery 30 days after receipt of purchase order and/or building permit, if cannot meet this requirement? Number of days needed \_\_\_\_\_

**Acceptance of Invoice Payments via FLVS Visa Purchasing Card**

**State whether or not the Respondent will accept 100% payments via the FLVS Visa Purchasing Card. No additional charges, fees or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.**

**Vendor Acknowledgment and Approval**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature and witness, is required to be submitted with your proposal in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the Board of Trustees for the purposes as proposed and as described herein. Please print below unless where a signature is required.

VENDOR INFORMATION			
Company Name:		Contact Name:	
Mailing Address:		Phone:	
Fed Tax ID:		Email:	
Fingerprinting Required?	No	Fingerprinting Completed?	Yes, _____ No _____ N/A _____
<i>I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Request for Quote</i>		Signature: _____	Typed Name _____
		Date: _____	

**FAILURE TO SUBMIT AT THE BID OPENING, THE SIGNED BID PRICE SHEET SHALL RESULT IN REJECTION OF YOUR BID SUBMITTAL.**

**10. REFERENCES**

I \_\_\_\_\_ being of \_\_\_\_\_

(Name/Title)

(Name of Company)

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

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

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

**References: Respondent shall provide three (3) written letters of reference (preferable within the last (36) months).**

<b>REFERENCE 1.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	APPROXIMATE CONTRACT VALUE \$ _____
<b>REFERENCE 2.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	APPROXIMATE CONTRACT VALUE \$ _____
<b>REFERENCE 3.</b>	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	APPROXIMATE CONTRACT VALUE \$ _____

**APPENDIX A**

**VENDOR'S STATEMENT OF QUALIFICATION**

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

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

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8. Provide the following financial information:

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

**APPENDIX B  
ACKNOWLEDGEMENT OF BUSINESS TYPE**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid on the specified due date and time. The undersigned Respondent certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal. The Respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Bid and that Respondent's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid.

**BUSINESS ADDRESS OF RESPONDENT:**

Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

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

**SIGNATURE OF RESPONDENT**

If an Individual: \_\_\_\_\_  
Signature  
doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
Name of Partnership  
by: \_\_\_\_\_  
Partner Signature

If a Corporation: \_\_\_\_\_  
Corporate Name

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

\_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes \_\_\_\_\_ No \_\_\_\_\_  
by: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Corporate Secretary

**NOTARY PUBLIC**

State Of: \_\_\_\_\_ County Of: \_\_\_\_\_

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

Notary Public Signature: \_\_\_\_\_ Notary Name, Printed, Typed or Stamped:

\_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**Appendix C**

**STATEMENT OF AFFIRMATION AND INTENT**

TO: FLORIDA VIRTUAL SCHOOL, PROCUREMENT DIVISION

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

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

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

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

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Notary Public Commission Expiration Date

## APPENDIX D

### MUTUAL NONDISCLOSURE AGREEMENT

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

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



10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Solicitation of Employees. Each Party (FLVS and Contractor) agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or indirectly, on its own behalf for as a representative of any other person or entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter into employment with any other person or entity.

12. Public Records. Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD. The parties agree that if the contractor fails to comply with a public records request, then Florida Virtual School must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CUSTODIANOFRECORDS@FLVS.NET, OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

13. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

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

**Florida Virtual School**

Signature:



Print Name:

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Title:

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Date:

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**Company**

Signature:



Print Name:

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Title:

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Company/  
School/District:



Phone Number:

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Email:

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Date:

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**APPENDIX E**  
**ADDENDA FORM**

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

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

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

ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____
Date:	.....		
Name of Organization:	.....		
Name:	.....		
Title	.....		
Signature	.....		

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**DISPUTE RESOLUTION CLAUSE**

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

Representative's Name: \_\_\_\_\_

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

FLVS representative will be the Procurement Director.

**APPENDIX F**  
**FAIR LABOR STANDARDS ACT - "HOT GOODS"**

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

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

Company Official Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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**PUBLIC ENTITY CRIMES**

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

Company Official Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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**FEDERAL DEBARMENT CERTIFICATION**

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

The prospective lower tier (\$25,000) participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Company Official Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX G**

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

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

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

Company Official Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX H**

**PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS**

Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law including:

1. Keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service.
2. Providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD.

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

Company Official Signature:

Date:

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

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**APPENDIX I - COMPLIANCE WORKSHEET**

Formal Company Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Web Address: \_\_\_\_\_

Type of Business (*check one*):  
 Sole Proprietorship:  Partnership:  Corporation:  Joint Venture:  Other (specify): \_\_\_\_\_

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

Copy of certification from Florida Secretary of State providing corporate status attached Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Out of State corporation: Florida Business License attached: Yes: <input type="checkbox"/> No: <input type="checkbox"/>
--	---

Location of Corporate Office: \_\_\_\_\_

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

Federal Employer Identification Number: _____	Social Security Numbers (for all owners/partners)
---	---

Number of Active Clients: _____	Number of Active Clients (past 5 years)				
Number of Inactive Clients: _____	2016	2015	2014	2013	2012
Number of Years in Business: _____					

History of changes to ownership: \_\_\_\_\_

License Sanctions (if any): \_\_\_\_\_

Debarments (if any): \_\_\_\_\_

**Financial Stability Compliance & Qualifications**

Indicate type of supporting document included with your proposal in accordance with Section 3.2.1.

- |  |   |
|--|---|
| <input type="checkbox"/> Statement from Certified Accountant               | <input type="checkbox"/> Dun & Bradstreet Report or SER |
| <input type="checkbox"/> Certified Financial Statements and/or Tax Returns | <input type="checkbox"/> Annual Report                  |

**Authorized Parties**

<p align="center"><u>Primary Contact Information</u></p> Name: _____ Title: _____ Address: _____ Telephone: _____ Email: _____	<p align="center"><u>Principals / Respondents</u></p> Name: _____ Address: _____
<p align="center"><u>Principals / Respondents</u></p> Name: _____ Address: _____	<p align="center"><u>Principals / Respondents</u></p> Name: _____ Address: _____

**Contractor Certification and/or License (if applicable)**

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

**FERPA**

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

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX J  
COMPLIANCE CHECK LIST  
Authorized Parties and Contact Information**

Primary Contact Details (name, address, telephone, email)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
List of persons authorized signatures for proposing organization attached.	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
List of proposing firm's intended Principals attached.	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

**Appendix and Attachment Check List**

<b>Appendix</b>	<b>Description</b>	<b>Attached</b>
Appendix A	Vendor's Statement of Qualifications	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix B	Acknowledgement of Type of Business	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix C	Statement of Affirmation and Intent	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix D	Mutual Non-Disclosure Agreement	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix E	Addenda Form / Dispute Resolution Clause	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix F	Fair Labor Act / Public Crimes / Federal Debarment Certifications	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix G	Drug Free Work Place Certification	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix H	Public Records Act / Chapter 119 Requirements	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
(Section 6.18)	Certificate of Insurance (with active/adequate coverage)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Appendix I	Compliance Worksheet & Requirements Checklist	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
(Section 8.8)	Exceptions / Alternatives	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
(Section 9.0)	Bid Price Sheet	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
(Section 10)	References	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Comments/Notes:



# FLORIDA VIRTUAL SCHOOL Standard Master Service Contract Form

Solicitation Title \_\_\_\_\_ Solicitation Number \_\_\_\_\_ Contract Number \_\_\_\_\_

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

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

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

4. Maximum Amount of this Contract: \$ \_\_\_\_\_

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

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

Attachment 1 – <b>FLVS Standard Master Service Contract Terms and Conditions for Services</b>
Attachment 2 – <b>Solicitation (referenced above)</b>
Attachment 3 – <b>Solicitation (referenced above) Addendum</b>
Attachment 4 – <b>Contractor's Final Response</b>
Attachment 5 -- <b>Statements of Work (SOW) &amp; Change Orders</b>
Attachment 6 - <b>Contract Renewal Amendments (if any)</b>

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

7. \_\_\_\_\_  
**Contractor**  
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)  
By (Authorized Signature) \_\_\_\_\_ Date Signed \_\_\_\_\_  
Printed Name and Title of Person Signing \_\_\_\_\_  
Address \_\_\_\_\_

8. \_\_\_\_\_  
**FLVS**  
FLVS Name  
**Florida Virtual School**  
By (Authorized Signature) \_\_\_\_\_ Date Signed \_\_\_\_\_  
Printed Name and Title of Person Signing \_\_\_\_\_  
Address  
**2145 Metrocenter Blvd. Orlando, Florida 32835**



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

**1. DEFINITIONS AND GENERAL INFORMATION**

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

- (i) **"FLVS"** means Florida Virtual School or the entity identified in the Standard Master Service Contract Form to contract with the Contractor for the Services identified in the Contract.
- (ii) **"FLVS Standard Master Service Contract" or "Contract"** means the agreement between FLVS and the Contractor as defined by FLVS Standard Master Service Contract Form and its incorporated documents.
- (iii) **"FLVS Standard Master Service Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless FLVS has accepted the Contractor's objection or amendment in writing. FLVS Standard Contract Form is defined separately and referred to separately throughout FLVS Standard Master Service Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in FLVS Standard Master Service Contract Form.
- (iv) **"Contractor"** means the provider(s) of the Services under the Contract.
- (v) **"Purchase Order"** means the form or format used to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
- (vi) **"Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by FLVS.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, Invitation to Negotiate or other solicitation document (and any amendments or addenda thereto) specifically identified in FLVS Standard Master Service Contract Form that was issued to solicit the Services that are subject to the Contract.
- (viii) **"Services"** means the services and deliverables as provided in the SOW and as further described by the Response and the Contract.
- (ix) **"State"** means the State of Florida, FLVS, and any other authorized state entities issuing Purchase Orders against the Contract.
- (x) **"Statement of Work (SOW)"** means the Contractor's Responsibilities as described in detail in Attachment 5.

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

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

**1.4 Construction of Contract:** FLVS and the contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this

Agreement is their joint product. FLVS and the Contractor agree that they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so. Time is of the essence with regard to each and every obligation of the Contractor contained in the Agreement. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.

## 2. DURATION OF CONTRACT

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

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

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

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

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

## 3. DESCRIPTION OF SERVICES

- 3.1 Statement of Work (SOW):** All Services shall be provided in accordance with the specifications contained in the attached Statement of Work, the terms of the Contract, and as further described in Contractor's Response.
- 3.2 Non-Exclusive Rights.** The Contract is not exclusive. FLVS reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
- 3.3 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

## 4. COMPENSATION

- 4.1 Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract and final pricing documents as incorporated into FLVS Standard Master Service Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. FLVS shall pay the amount set out in Attachment 3 or in the applicable Statements of Work for any goods and/or services purchased hereunder. Payments made to the Contractor may be by a Visa Purchasing Card.
- 4.2 Purchase Orders.** FLVS shall order services by issuing a purchase order. Purchase orders, used in conjunction with a Statement of Work (SOW), shall reference the SOW to establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments.

The award of the response shall not constitute an order. Before any shipments are made or services rendered, Contractor must receive a purchase order. Services shall be made as specified on the purchase order or reference the corresponding Contractual agreement governing the specifications and terms and conditions. Contractor will not be compensated for work performed without receipt of a purchase order.

**4.3 Billing/Invoice.** The Contractor shall submit an invoice for the Services supplied to FLVS under the Contract at the billing address specified in the Purchase Order or Contract. Invoices must include the FLVS purchase order number. Any invoice submitted as a result of the award of this Bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders. FLVS will only pay the dollar amounts authorized on the purchase order. The invoice shall comply with all applicable rules concerning payment of such claims. FLVS shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Invoices should be submitted within fifteen (15) days of completion of work. Detailed invoices are to be sent to the attention Project Manager for approval for hours worked on the listed projects. FLVS will only reimburse Contractor for expenses incurred in performing services authorized in advance by FLVS project manager. FLVS shall pay to Provider the fees for services within forty-five (45) days of receipt of invoice.

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

**4.4 Delay of Payment Due to Contractor's Failure.** If FLVS in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, FLVS may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes FLVS to incur costs, FLVS may deduct the amount of such incurred costs from any amounts payable to Contractor. FLVS authority to deduct such incurred costs shall not in any way affect FLVS authority to terminate the Contract.

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

## 5. TERMINATION

**5.1 Immediate Termination.** This Contract will terminate immediately and absolutely if FLVS determines that adequate funds are not appropriated or granted or funds are de-appropriated such that FLVS cannot fulfill its obligations under the Contract, which determination is at FLVS sole discretion and shall be conclusive. Further, FLVS may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

**5.1.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

**5.1.2** FLVS determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

**5.1.3** The Contractor fails to comply with confidentiality laws or provisions; and/or

**5.1.4** The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

**5.2 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for FLVS to declare the Contractor in default of its obligations under the Contract:

- 5.2.1 The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to FLVS satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
  - 5.2.2 FLVS determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - 5.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - 5.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or FLVS reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - 5.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - 5.2.6 The Contractor has engaged in conduct that has or may expose FLVS to liability, as determined in FLVS sole discretion; or
  - 5.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of FLVS.
  - 5.2.8 The Contractor is found guilty of a public crime.
- 5.3 **Notice of Default.** If there is a default event caused by the Contractor, FLVS shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in FLVS written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, FLVS may:
- 5.3.1 Immediately terminate the Contract without additional written notice; and/or
  - 5.3.2 Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
  - 5.3.3 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 5.4 **Termination Upon Notice.** Following thirty (30) days' written notice, FLVS may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to FLVS up to and including the date of termination.
- 5.5 **Termination Due to Change in Law.** FLVS shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- 5.5.1 FLVS authorization to operate is withdrawn or there is a material alteration in the programs administered by FLVS; and/or
  - 5.5.2 FLVS duties are substantially modified.
- 5.6 **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by FLVS, FLVS shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which FLVS is obligated to pay pursuant to the Contract or Purchase Order. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to FLVS under the Contract in the event of termination. The FLVS shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
- 5.7 **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of FLVS, the Contractor shall:
- 5.7.1 Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters FLVS may require;

- 5.7.2 Immediately cease using and return to FLVS, any personal property or materials, whether tangible or intangible, provided by FLVS to the Contractor;
- 5.7.3 Comply with FLVS instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- 5.7.4 Cooperate in good faith with FLVS and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 5.7.5 Immediately return to FLVS any payments made by FLVS for Services that were not delivered or rendered by the Contractor.

## 6. CONFIDENTIAL INFORMATION

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

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

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

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

**6.3 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify FLVS and cooperate with FLVS in any lawful effort to protect the confidential information.

**6.4 Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to FLVS any unauthorized disclosure of confidential information.

**6.5 Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## 7. INDEMNIFICATION

**7.1 Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless FLVS, its Board of Directors, and all State of Florida officers, employees, agents, and volunteers who are engaged in any activities relating to the Contract (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

- 7.1.1 Any breach of the Contract;
  - 7.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - 7.1.3 Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
  - 7.1.4 The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
  - 7.1.5 Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - 7.1.6 The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - 7.1.7 Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
  - 7.1.8 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Florida or the United States;
  - 7.1.9 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - 7.1.10 Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
- 7.2 Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is also covered by the State of Florida Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the FLVS, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- 7.3 Litigation and Settlements.** . No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties. Both parties recognize that the Florida Legislature has waived sovereign immunity for liability relating to certain torts, but only to the extent specified in § 768.28 of the Florida Statutes. .
- 7.4 Intellectual Property Indemnification.** Contractor shall, at its own expense, indemnify, defend and hold harmless the Indemnified Parties, from and against any third-party liabilities, claims, demands or suits alleging that the Indemnifying Party's goods or services infringes any patent, trademark, copyright or other Intellectual Property right of a third party and shall pay all damages awarded or agreed to under a settlement for the Indemnified Parties;
- In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:
- 7.4.1 Procure for FLVS the right to continue using the Services;
  - 7.4.2 Replace or modify the same to the reasonable satisfaction of FLVS so that it becomes non-infringing; or
  - 7.4.3 Remove the same and cancel any future charges pertaining thereto.
- Contractor, however, shall have no liability to FLVS if any such patent, copyright, or trademark infringement or claim thereof is based upon or arises out of:
- 7.4.4 Compliance with designs, plans or specifications furnished by or on behalf of FLVS as to the Services;
  - 7.4.5 Use of the Services in combination with apparatus or devices not supplied by Contractor, but only if combination is the cause of the infringement; or
  - 7.4.6 Use of the Services in a manner for which the same was neither designed nor contemplated.

**7.5 Procedure for Indemnification.** For all claims subject to indemnification obligations, FLVS will: (i) provide prompt notice to Contractor of the claim (but delayed notification shall not constitute a basis for avoiding indemnification unless the delay materially prejudices Contractor's ability to defend the claim); (ii) subject to approval of the Attorney General of the State of Florida, provide Contractor with control over the defense and/or settlement of such claim (with the Indemnified Parties retaining the right to be represented by their own counsel at their own expense if they so elect), and (iii) provide reasonable cooperation and assistance, with regard to such claim. Contractor may not resolve any claims against FLVS in a manner that imposes any liability other obligations on the Indemnified Parties without FLVS' prior written consent.

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

## **8. INSURANCE**

**8.1** Contractor shall provide all insurance as required.

**8.1.1** Contractor shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company. All certificates of insurance shall be provided within ten calendar days of contract execution.

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

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

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

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

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

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

**8.1.6** Professional Liability and Cyber Liability including: Technology Errors and Omissions, Telecommunications Errors and Omissions, or Multimedia Professional Liability whichever is applicable not less than One Million \$1,000,000, and Network Security Liability, Privacy Liability, Crisis Management, Cyber Extortion, and Media Liability not less than One Million Dollars \$1,000,000

## 9. BONDS

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

- |              |                   |                                   |   |
|--------------|-------------------|-----------------------------------|---|
| <b>9.1.1</b> | Bid Bond:         | Required <input type="checkbox"/> | Not Applicable <input type="checkbox"/> |
| <b>9.1.2</b> | Contract Bond:    | Required <input type="checkbox"/> | Not Applicable <input type="checkbox"/> |
| <b>9.1.3</b> | Maintenance Bond: | Required <input type="checkbox"/> | Not Applicable <input type="checkbox"/> |
| <b>9.1.4</b> | Performance Bond: | Required <input type="checkbox"/> | Not Applicable <input type="checkbox"/> |
| <b>9.1.5</b> | Payment Bond:     | Required <input type="checkbox"/> | Not Applicable <input type="checkbox"/> |

## 10. WARRANTIES

- 10.1** Construction of Warranties Expressed in the Contract with Warranties Implied by Law: All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to FLVS shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
- 10.2** Warranty – Nonconforming Services and Goods. All Services and any goods delivered by Contractor to FLVS shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, FLVS shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by FLVS shall not relieve the Contractor of its warranty or any other obligation under the Contract.
- 10.3** Compliance with Federal Safety Acts. Contractor warrants and guarantees to FLVS that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 10.4** Conformity with Contractual Requirements. The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.



- 10.5 Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to FLVS.
- 10.6 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that FLVS will not have any obligations with respect thereto.
- 10.7 Confidentiality of FLVS Data.** With respect to all confidential data or other materials provided to Contractor in conjunction with this Agreement, including but not limited to financial, statistical, technical, personnel data, and student data, Vendor shall keep and instruct its personnel to keep such information confidential by using the same care and discretion Vendor uses with its own most highly confidential information, but in no even less than a reasonable standard of care. This Agreement shall not affect the rights of either party to use or disclose information (a) which such party can demonstrate to have been in the public domain through no wrongful act of such party prior to the date of its disclosure to such party by the other party; (b) which such party can demonstrate by written records predating disclosure to the other party by such party to have been in the possession of such party on a non-confidential basis prior to the date of its disclosure; (c) which becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission on the part of such party; (d) which such party can show by written records to have been disclosed to the other party on a non-confidential basis by a third party having a lawful right to do so; or (e) which is required to be disclosed by law, or governmental, judicial or legal process, provided, in each case that to the extent not contrary to law or any provision of any regulatory authority, such party timely informs the other party and, at the expense of the other party, cooperates with the other party to limit such disclosure. Vendor further agrees neither it nor its' employees will use student information for any reason including but not limited to bulk commercial mailings (spam), selling email addresses, or revealing the names and email addresses of primary or end users. Vendor ensures that employees with access to student data will abide by this policy.
- 10.8 Assignment.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees to and hereby does assign to FLVS all intellectual property rights in all written materials, video, graphics or other multimedia materials, computer programs (including all source and object code, documentation, manuals or specifications relating to same) and any other works or materials created for FLVS under this Agreement or any Statement of Work as such rights are defined in any jurisdiction throughout the world (the "Work Product"). Contractor agrees to execute all documents that may be necessary to confirm FLVS' ownership of the Work Product, acknowledges that FLVS may use the Work Product in whatever way and for whatever purpose it chooses, in its sole discretion, and represents and warrants that any third parties who are permitted to contribute to the Work Product under this Agreement are bound by all of the obligations of this paragraph.
- 10.9 License to Preexisting and Third-Party Materials.** Unless otherwise approved by FLVS in advance, no third-party materials or preexisting Contractor materials will be incorporated into or combined with any Work Product delivered to FLVS. For any third-party materials or preexisting Contractor materials that are approved for use with Work Product, Contractor grants FLVS (on its own behalf and on behalf of any required third parties) a perpetual, non-exclusive, royalty free license to possess and use same for all purposes contemplated in this Agreement, including the right to create derivative works based on same.
- 10.10 Contractor's Representations and Warranties.** Contractor represents and warrants that: (a) all Work Product created hereunder will be wholly original to Contractor and that Contractor has full right, title and authority to transfer ownership of same to FLVS as contemplated hereunder; (b) for any materials or other assets provided under this Agreement for which Contractor does not have full right, title or ownership, that Contractor has all necessary right and authority to grant the licenses or other rights set forth in this Agreement; (c) that there are no third-party restrictions on Contractor's rights, including but not limited to any confidentiality restrictions, license restrictions, encumbrances, liens or use restrictions, that will prevent FLVS from exercising the rights granted under this Agreement; (d) any Work Product will be compatible with and may be used in conjunction with other software or hardware as described herein, in any Statement of Work, or in any documentation relating to the Work Product; (e) there are no copy

protection or similar mechanisms within the Work Product or any materials being licensed with it which will, either now or in the future, interfere with the rights granted herein; (f) the Work Product and any other materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software or devices capable of identifying users or tracking use, or any undocumented software locks or drop dead devices which would render inaccessible or impair in any way the operation of the Work Product or any other hardware, software or data which the Work Product is designed to work with; (g) unless approved by FLVS in advance, the Work Product and any materials licensed with it are and shall be free from all liens and encumbrances, shall not contain any "open source" software, freeware or software subject to any public license or similar license obligations; (h) the Work Product, any materials licensed with it and FLVS exercise of its rights hereunder, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, right of publicity or privacy, or other right or interest of any third party, will not constitute libel or slander against, any person, firm or corporation, and no such third party claims are pending or have been asserted or threatened as of the Effective Date; and (i) any maintenance, support or other services performed hereunder shall be performed in a professional and competent manner in accordance with industry standards and in compliance with all applicable laws, regulations and orders.

- 10.11 **Hosting or Storing FLVS Data. [THIS PROVISION APPLIES ONLY IF CONTRACTOR IS HOSTING OR STORING DATA FOR FLVS]** If this Agreement contemplates Contractor hosting or otherwise storing FLVS' data on FLVS' behalf, Contractor agrees to maintain the appropriate security safeguards reasonably necessary to prevent unauthorized persons from accessing, using, disclosing, or otherwise committing any act that could breach or compromise the privacy, availability, integrity, or content of such data or information. Contractor and/or its designated hosting provider shall transmit and store any and all Confidential Information using a commercially supported encryption solution. Stored information means Confidential Information resting on any end user device, including but not limited to laptop and desktop computers, smartphones, tablets and PDA computers, CD/DVD media, removable flash drives, and backup tapes. Licensor shall transmit all Confidential Information in encrypted form. Licensor shall employ encryption solutions that meet the recommendations of the National Institute of Standards and Technology (NIST) Special Publication 800-111 and Federal Information Processing Standard (FIPS) 140-2.

In the event Contractor or its representatives becomes aware of any unauthorized access to, use or disclosure of, or potential access to or use or disclosure of any of FLVS' data being stored for FLVS (a "Data Breach"), Contractor shall promptly, and at its own expense, (i) notify FLVS of the Data Breach; (ii) cooperate with FLVS in the investigation, analysis, notification and mitigation activities; and (iii) indemnify FLVS for all costs FLVS incurs for those activities.

Contractor shall provide a monthly incremental update of FLVS data in an industry standard format to a repository mutually agreed upon with FLVS.

In the event Contractor's hosting or other storage of FLVS' data is terminated, Contractor must ensure that FLVS is able to output all data, and save all reports, documents, and images in appropriate file folders prior to such termination and will provide, at no additional cost, reasonable assistance to FLVS to recover its data. To facilitate FLVS' recovery of its data, Contractor must provide a Data Dictionary for all data stores that hold or manage FLVS data. "Data Dictionary" means a document that describes the details of all databases and database management systems (DBMS) including the schema used to structure the data, the types of records stored in the database, integrity constraints, whether or not the records are encrypted, relationships and dependencies of the data to other systems, as well as the locations, hostnames, IP addresses of the database and DBMSs; additionally, the document must include the name and locations of all log files, transaction logs, key storage, and all other pertinent details that help identify, locate and access the database system and all of its components. FLVS may use the information related to such Data Dictionary for creating software interfaces to the applicable databases. The Contractor data systems must provide FLVS with all reasonably required connectivity information to ensure that FLVS may connect any third party or FLVS owned functional components to the Contractor data systems as deemed necessary by FLVS, in its discretion, to obtain its data in useable form and in a manner that will minimize the disruption to FLVS' operations.

- ~~40.12~~ Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- ~~40.13~~ Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by FLVS as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- ~~40.14~~ Security. FLVS requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to FLVS. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by FLVS. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of FLVS. The Contractor shall provide immediate notice to FLVS of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to FLVS of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
- ~~40.15~~ Jessica Lunsford Act: Effective September 1, 2005, in order to be in compliance with the Jessica Lunsford Act, Awardees meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by our Human Resources Department. This consists of a FDLE/FBI criminal record and fingerprint search. Contractor shall assign no person to perform work hereunder who has any form of criminal record without the prior written authorization of FLVS.

The Technical Assistance paper for the Jessica Lunsford Act can be accessed at <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.

- ~~40.16~~ Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Contractor 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.

## **11. PRODUCT RECALL**

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

## 12. SOLICITATION OF EMPLOYEES

Each Party (FLVS and Contractor) agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or indirectly, on its own behalf or as a representative of any other person or entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter into employment with any other person or entity. Notwithstanding the foregoing, a general solicitation for resumes or employees published in a newspaper, on the internet or in any other public medium or in a similar manner will not be deemed to be a violation of this Section 12. Contractor acknowledges that FLVS has informed Contractor that FLVS employees are under contract that contain non-compete Agreement and Contractor will not hire said employees unless the non-compete Agreement has expired.

## 13. CONTRACT ADMINISTRATION

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

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

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

Contractor shall be subject to periodic performance evaluations by FLVS personnel. Continued unsatisfactory ratings shall be cause to find the Contractor in default of the contract.

Upon cancellation of any ensuing agreement, FLVS reserves the right to award the contract to the responsible Contractor(s) offering the next highest rated proposal to FLVS for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in FLVS's best interest.

**13.1 Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and FLVS policies and standards in effect during the performance of the Contract, including but not limited to FLVS's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.

**13.2 Drug-free Workplace.** The Contractor hereby certifies as follows:

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

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

- 13.2.3** Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 13.2.4** In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 13.2.5** Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 13.2.6** Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 13.3** Amendments. The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of FLVS, then FLVS must obtain approval of the amendment from the Board. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of FLVS and the Contractor.
- 13.4** Third Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit FLVS, and the Contractor.
- 13.5** Choice of Law and Forum. The laws of the State of Florida shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Orange County, Florida. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to FLVS.
- 13.6** Attorney's Fees. If any action is commenced to construe or enforce any term, covenant, or condition of this Agreement, the prevailing party in such action shall be entitled to all costs and expenses of said action (including reasonable attorney's fees at the trial and appellate levels) from the unsuccessful party in said action.
- 13.7** Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, the parties specifically and irrevocably agree to submit such controversy or dispute to resolution by arbitration to be conducted in Orange County, Florida, in accordance with the arbitration rules of the American Arbitration Association. A judgment upon any award or decision rendered by the arbitrator shall be entered by a court having subject matter jurisdiction therein and all parties expressly waive any challenge to the use of arbitration in accordance with this paragraph. The parties hereto agree that jurisdiction ad venue for the entry of a judgment upon said arbitration award or decision shall be in Orange County, Florida. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any representatives of the arbitrators, the cost and charges of the American Arbitration Association and all reasonable attorney's fees and costs to the prevailing party in the arbitration.
- 13.8** Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between FLVS and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to FLVS of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either FLVS or the Contractor may elect to submit the matter for mediation. Either FLVS or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Orlando, Florida; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith.

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

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

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

- 13.17** Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in FLVS Standard Master Service Contract Form. Each such notice shall be deemed to have been provided:
- 13.17.1** At the time it is actually received; or,
  - 13.17.2** Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
  - 13.17.3** Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.
- From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 13.18** Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or undischarged.
- 13.19** Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of FLVS and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- 13.20** Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to FLVS are responsive to FLVS's requirements and requests in all respects.
- 13.21** Authorization. The persons signing this Contract represent and warrant to the other parties that:
- 13.21.1** It has the right, power and authority to enter into and perform its obligations under the Contract; and
  - 13.21.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.22** Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.23** Record Retention and Access. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to FLVS throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall grant access to all records pertaining to the Contract to FLVS's authorized representative. The Contractor shall permit onsite access visits by designated FLVS employees or agents to conduct audits. These audits may require FLVS access to records and data, computers or communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Contractor's

equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.

- 13.24** Solicitation. The Contractor warrants that no person or selling FLVS (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 13.25** Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that FLVS is immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.
- 13.26** Public Records. Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD. The parties agree that if the contractor fails to comply with a public records request, then Florida Virtual School must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, [CustodianofRecords@flvs.net](mailto:CustodianofRecords@flvs.net) , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

- 13.27** Debarred, Suspended, and Ineligible Status. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any Agency of the State of Florida or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify FLVS if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 13.28** Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, FLVS trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of FLVS.
- 13.29** Taxes. FLVS is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. FLVS is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided FLVS with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
- 13.30** Certification Regarding Sales and Use Tax. By executing the Contract, the Contractor certifies it is registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Florida law. The Contractor also acknowledges that FLVS may declare the Contract void if



the above certification is false. The Contractor also understands that fraudulent certification may result in FLVS or its representative filing for damages for breach of contract.

- 13.31 Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- 13.32 Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 13.33 Counterparts.** FLVS and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same Order.
- 13.34 Further Assurances and Corrective Orders.** FLVS and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further Orders as may reasonably be required for carrying out the expressed intention of the Contract.
- 13.35 Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to FLVS or another contractor. The Contractor shall provide full disclosure to FLVS and the third-party contractor about the equipment, software, or services required to perform the Services for FLVS. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to FLVS or to another contractor.
- Further, in the event that FLVS has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.
- 13.36 Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of FLVS Standard Master Service Contract Terms and Conditions (including any amendments accepted by both FLVS and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
- (i) First, by giving preference to the specific provisions of FLVS Standard Master Service Contract Terms and Conditions.
  - (ii) Second, by giving preference to the specific provisions of the SOW.
  - (iii) Third, by giving preference to the specific provisions of the RFX, Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by FLVS in writing shall not be included in this Contract and shall be given no weight or consideration.
- 13.37 Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of FLVS cannot be implied from the Contractor's Response. Contractor may be suspended, terminated, or debarred if it is determined that:
- (i) Contractor has made false certification here or in the RFX; or
  - (ii) Contractor fails to carry out the requirements of this contract.

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

**13.39** Travel. If Anticipated Contractor travel costs are included in contractor rates and fees for scope deliverables. FLVS will not be invoiced separately for Contractor travel expenses related to this anticipated travel. If Contractor arranges for their own travel, FLVS will only reimburse up to what is considered acceptable based on FLVS travel policy (Exhibit X - TR001).

**ATTACHMENT 2  
FLVS STANDARD MASTER SERVICE CONTRACT**

**Solicitation**

[\[Attach Solicitation Document\]](#)

**ATTACHMENT 3  
FLVS STANDARD MASTER SERVICE CONTRACT  
Solicitation Addendum**

**[Attach Solicitation Addendum if Any]**

**ATTACHMENT 4  
FLVS STANDARD MASTER SERVICE CONTRACT**

**Contractor's Final Response**

**[Insert Contractor's Proposal]**

**ATTACHMENT 5  
FLVS STANDARD MASTER SERVICE CONTRACT**

**Statement of Work (SOW) & Change Orders**

**[Insert Statement of Work/Scope of Work (SOW) & Change Orders if any]**

**ATTACHMENT 6  
FLVS STANDARD MASTER SERVICE CONTRACT**

**Amendments to the "FLVS Standard Master Service Contract Terms and Conditions"  
and  
Any FLVS Special Terms and Conditions**

FLVS Standard Master Service Contract Terms and Conditions are hereby modified as follows:

**[Insert Amendments (if any)]**