

PROCUREMENT SERVICES

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Request for Proposal

National Government Affairs Advocacy Consulting

RFP01-2303343B01-ADVOCY-XXXXXX

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

Public meetings shall be conducted via Zoom Conference.

Dial-In Number: 646 876 9923

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

Meeting ID: 682 689 5354

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

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	October 24, 2022	N/A
Question & Answer Deadline	Written question and answer period	November 3, 2022 No later than 2:00 PM EST	Submit via Bonfire
Bid Due Date/Time	All responses due. The names of the respondents announced.	December 2, 2022 No later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	January 5, 2023 10:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Scoring (Public Meeting)	January 12, 2023 10:00 AM EST	Private Zoom Invite for interview
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	January 14, 2023	N/A

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

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REQUEST FOR PROPOSAL

National Government Affairs Advocacy Consulting

1. OVERVIEW

1.1. Purpose

Florida Virtual School (“FLVS”) is seeking responses from qualified proposers with education and other legislative and regulatory policy experience providing Government Affairs and Advocacy Consulting on a nationwide basis for the purpose monitoring and advocating for laws and regulations related to education policy in multiple states simultaneously.

1.2. About FLVS

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

1.3. Contract Scope, Structure, Terms, and Pricing

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

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

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

1.3.4. **Contract Term:** The term shall be for one (1) year with three (3) optional one-year renewals as directed by FLVS.

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

2. EVALUATION OF RESPONSES

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

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

2.1. Proposal Evaluation Committee (PEC)

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

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

2.1.2 The PEC, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on the evaluation criteria listed in the Table in Section 2.4.1.

2.1.3 The PEC reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require at the discretion of FLVS formal

presentations with the key personnel who shall administer and be assigned to work on behalf of the contract before recommendation of award.

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

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

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

2.3 Reply Opening

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

2.4 Responsiveness to Submittal Requirements

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

2.5 Proposal Evaluation

2.5.1 Step 1: Evaluation

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

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

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

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

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

Finalists shall be notified by FLVS Procurement to appear in-person or via Zoom meeting at the discretion of FLVS, in no particular order, for a presentation and/or an interview of their response and detailed discussion of the elements of their response. Only the scoring session shall be a public meeting.

- a. Procurement Services will assign the date and venue for the demonstrations and/or oral presentations based upon a random drawing of the responses advanced to Step 2;
- b. The PEC may require the finalists to furnish additional information or respond to questions and/or clarifications prior to or at the oral demonstration/interview;
- c. FLVS may require finalists to provide login or access for testing systems if applicable as directed;
- d. FLVS reserves the right to invite additional subject matter experts from FLVS and/or its representatives to attend oral demonstrations/presentations;
- e. Following the oral demonstrations/oral presentations, FLVS may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the PEC scoring. May require additional public meeting(s).
- f. Using the evaluation criteria in Section 2.6.2, each member of the PEC will separately score each respondent's demonstration/oral presentation using a 0-10 rating system multiplied by the weights assigned. The procurement representative will combine the evaluation scores submitted by all PEC members for this step.
- g. This is a "fresh evaluation" with scores from Step 1 not being carried forward. Only the scoring session will be a public meeting.
- h. Procurement Services will post an Intent to Award Notice within approximately two weeks from finalist selection.

2.6 Evaluation Criteria

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

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

Criteria No.	Step 1: Main Criteria Description	Weight
1.	Qualifications, Experience, Letters of Reference, and Case Studies	15%
2.	Demonstrated ability to meet or exceed Scope of Services (including Requirements and Questionnaire)	40%
3.	Respondent Methodology	20%
4.	Cost Proposal	25%
	TOTAL	100%

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

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

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

2.7 Basis of Award

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

The FLVS Executive Team at their sole discretion shall accept or reject all recommendations of the Evaluation Committee. If the Executive Team accepts the

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

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

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

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3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

3.1 Compliance and Electronic Response Submission

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

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

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

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

3.1.1 Proposal Structure

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

- Table of contents
- Section 1 – Cover Letter and Compliance Information
- Section 2 – Qualifications, Background, References and Case Studies
- Section 3 – Response to the Scope of Work Requirements (including Methodology)
- Section 4 – Cost Proposal

Submit the following separate electronic documents clearly labeled in PDF format

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

- Required Forms Packet - must be submitted as part of the response completed fully and without edits

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

3.1.2 Table of Contents

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

3.1.3 Proposal Section 1 - Cover Letter and Compliance Information

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

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

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

3.1.4 Mandatory Forms Packet

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

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| <ol style="list-style-type: none"> 1. Response Checklist (Section 3) 3. Certificate(s) of Insurance (Section 7.18) 5. Acknowledgement of Business Type (Appendix B) | <ol style="list-style-type: none"> 2. Compliance Information Sheet (Section 3) 4. Contractor’s Statement of Qualifications (Appendix A) 6. Statement of Affirmation and Intent (Appendix C) |
|--|--|

7. Mutual Non-Disclosure Agreement (Appendix D)	8. Addenda Form / Dispute Resolution Clause (Appendix E)
9. Public Records Act / Chapter 119 Requirements (Appendix F)	10. Reference Release Form (Appendix G)
<hr/> 11. Mandatory Certifications (Contracts Supported by Federal Funds) (Appendix H) including: <ul style="list-style-type: none"> • Regulatory Compliance • Certifications Regarding Non-Discrimination • Certifications Regarding Lobbying • Debarment, Suspension & Other Responsibility Matters • Drug-Free Workplace • Non-Collusion Affidavit 	
12. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix I)	13. Master Service Agreement

3.1.5 Financial Stability

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

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

3.1.6 Cybersecurity Compliance

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

- Demonstrate use of proper input validation using common security libraries such as ESAPI from OWASP to prevent common attacks if contractor intends to employ user input.
- Demonstrate use of current, supported and patched applications and libraries to minimize vulnerabilities in applications code as applicable.

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

General Requirements for self-hosted solution include:

Virtualization Requirements. Supports virtual machines running on currently supported version of VMWare vSphere ESXi and Nutanix AHV.

Operating System Requirements. Windows Server 2019 or newer / RedHat Enterprise Linux 8 or newer.

Web Requirements. IIS 10.0 or newer / Apache 2.4 or higher

Database Requirements. SQL 2019 or newer / MySQL 8.0 or newer.

Other Components. Validation with FLVS Infrastructure Manager to confirm support for additional hardware, software, or other dependencies when applicable.

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

General Requirements for Contractor-hosted solution include:

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

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

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

Data Retention Requirements (All):

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

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

Access Controls.

- Integrates with FLVS Single Sign-on/Identify and Access Management tools or provides ability to:
 - Force a password reset upon next logon
 - Disable access to a user account
 - Remove disabled user accounts
 - Limit repeated password attempts by locking the account after a configurable number of attempts between 1 and 6
- Provides an ability to set levels of permissions based on the minimum level of permissions necessary
- Provides an ability to grant access for the minimum amount of time required

Audit and Accountability

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

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

Contingency Planning. Provides ability to:

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

Identification & Authentication. Integrates with FLVS Single Sign-on/Identity and Access Management tools or provides ability to:

- Enable multifactor authentication privileged accounts
- Enable multifactor authentication for employees, administrators, and third parties
- Integrate with Microsoft Active Directory for granting access to the management portal(s).

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

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

System & Communication Security. Provides ability to:

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

3.1.7 Accessibility Requirements

Respondent deliverables shall adhere with Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation in accordance with WCAG 2.1 and 508 Accessibility Standards.

3.2 Proposal Section 2 – Qualifications, Background, References and Case Studies Instructions

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

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

3.2.2 Experience

Describe your company’s experience with the services specified to include advocacy in multiple states, preferably as it relates to educational legislative and regulatory policy.

- a. Government affairs consulting
- b. Prior multi-state project management experience
- c. Education issues on a state level
- d. Education issues on a federal level
- e. Communication and ‘big picture’ political strategy
- f. Describe the strategic advantages your organization brings to the relationship with FLVS.
- g. Provide details defining your prior executive, legislative, or regulatory successes achieved for your clients (i.e., ROI, percentage of growth, favorable legislation passed, etc.)
- h. Provide a list of all education related clients within the past five years indicating which clients are currently active.

3.2.3 References

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

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

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

Proposer shall include a minimum of three (3) Case Studies demonstrating prior experience and proven success delivering similar services to other clients. Prior experience in preferably as it relates to educational legislative and regulatory policy

preferred. Case studies shall define accomplishments from the past three years and be relevant to the scope of services.

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

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4. INSTRUCTIONS TO PROPOSER

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

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

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

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

4.3.1 Redacted Submissions

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

that the Proposer claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

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

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

- Florida Virtual School Procurement Opportunities
(<https://www.flvs.net/about/procurement>)

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

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

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

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

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

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

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

4.11 **Conflict of Interest**

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

- a. The CEO/President or a member of the Board of Trustees has any financial interest whatsoever
- b. A spouse or child of the CEO/President or a member of the Board of Trustees has an employment relationship, or a material interest as defined by Section 112.312(15), Florida Statutes
- c. An employee of the FLVS has a material interest as defined by Section 112.312.(15), Florida Statute, unless the contract is based upon a competitive

bid and the employee has not, directly, or indirectly, participated in the development of bid specifications or in the recommendation for purchase or award

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

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

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

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5. SCOPE OF WORK

Scope of Services: Florida Virtual School (FLVS) is soliciting proposers to provide a full range of government affairs consulting, advocacy and coalition engagement services that meet or exceed the minimum requirements specified herein. Proposers with a physical presence within the state of Florida is highly preferred (although not required), provided they can demonstrate their reach in multiple states. For any assignment, proposer shall possess an understanding of the state's political landscape and be able to work within that specific arena.

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

FLVS anticipates that there may be activity within multiple states at any given time. This may be up to but not exceeding ten (10) states for engagement simultaneously. However, we anticipate monitoring education policy and rules in all fifty (50) states. Quantities are subject to change as determined by political activity within the states.

Background

As a leading provider of K-12 education, FLVS provides robust, winning curriculum to public, private, charter, and homeschool families and school districts nationwide. FLVS delivers awarding winning, nationally recognized e-Learning to K12 students within the state of Florida and nationally through FlexPoint Education Cloud™, to reflect its worldwide focus and provide school districts across the U.S. with the best educational tools possible.

FLVS Objectives/Outcomes

- Strategic plan for removing barriers to business on the state legislative and regulatory levels in multiple states simultaneously
- Established relationships through meetings with executive and legislative leadership in multiple states simultaneously
- Increased brand awareness and awareness regarding education related legislative and regulatory issues in multiple states simultaneously
- Have active engagement and monitoring on educational legislative and regulatory policy with executive and legislative bodies in multiple states in multiple states simultaneously

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

RESPONDENT QUESTIONNAIRE	
Number	Description
1	If selected for award, do you have any conflicts of interest (i.e., representing other educational entities) providing these services to FLVS? If so, explain. Response:
2	FLVS is seeking a service provider that has existing relationships or the ability to build meaningful relationships with key stakeholders, lawmakers, think tanks, third-party organizations, policy influencers, media, and industry trade groups. In detail, describe your ability to support this need. Response:
3	FLVS is seeking a service provider preferably with experience in education policy and/or virtual education policy and budget or experience in advocacy in multiple states. In detail, explain the experience of your organization in response. Response:
4	FLVS prefers a monthly reporting, if selected, what type of reporting is included with your services? Provide a description (proposer may include screen shots for sample reports). Response:
5	Describe your available tools and resources such as legislative and regulatory software tracking systems utilized on a multi-state level that provide reports and alerts for your clients. Response:
6	FLVS is seeking services for advocacy in multiple states. Provide a list of states where an established presence exists. Response:
7	Describe the benchmarks used by your organization to demonstrate success for your clients. Response:
8	Are you accessible to your clients outside of normal business hours to address issues that come up in session during evenings and weekends? Explain. Response:
9	FLVS has provided a list of objectives above. Confirm your ability to meet or exceed each of the stated objectives. Response:

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5.2 Functional Specifications and Minimum Requirements/Specifications -

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

The proposed solution for services in multiple states includes:

Requirement Number	Description of General Requirement	Included YES or NO?
1	Proposed services include formulating strategies and tactics to achieve FLVS’ national legislative and regulatory objectives at the district and state levels.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Proposal includes providing FLVS with assistance in developing FLVS’ relationships with elected officials, as well as appointed officials in state Governor’s offices, and other key government agencies in multiple states.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Proposal includes coordination of meetings including face-to-face (as needed) with elected officials, as well as appointed officials in state Governor’s offices, other key government agencies in multiple states	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Proposed services include assisting FLVS with key objectives within a particular state and/or multiple states and designing a roadmap to meet those objectives.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Proposed services include monitoring actions with state and district regulatory bodies, boards and commission and provide regular reports in multiple states	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Proposed services include assisting with the development of advocacy plans for priority states being monitored.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Proposed services include representing and/or supporting FLVS before the state legislative and executive branches by speaking on behalf of FLVS in multiple states on legislative and regulatory matters as directed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Proposed services include the identification and monitoring of bills and regulations related to education policy in in multiple states	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Proposed services include providing monthly reports on the status of legislative activity in priority states being monitored.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Proposal includes ability to actively engage with executive, legislative, and district bodies in multiple states as needed on a case-by-case basis	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Proposal includes regularly scheduled status meetings to be determined based upon active work assignments.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Proposed solution includes adequate staff and resources to support the requirements specified.	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.3 Respondent Methodology: Proposal response shall include the following

5.3.1 Overall Methodology and Communication

- a. Describe plan for performing the work specified. For each of the required services identified in the scope of services, describe how your firm will accomplish each activity. Include practices, methods, and processes that determine how best to plan, develop, control, and deliver the work specified until successful completion.
- b. Discuss overall communications methodology for communicating to key target audiences/stakeholder groups such as project team members, users, and external (resident and contractor) community.
- c. Define the expectations that you have of your clients.
- d. Describe any additional value-added services included in the proposal.

5.3.2 Resources and Staffing Plan. Proposers are required to submit a staffing plan, including a listing of all sub-contractors, if applicable, and a description of the project team roles. The submission shall incorporate the following:

- a. Project organization chart or similar showing FLVS and Proposer staff, role descriptions, and a description of the correlation between FLVS and Proposer roles.
- b. Biographies of agency leadership and key personnel including but not limited to the account manager, media buyer and others as applicable.
- c. Resource Risk Mitigation: FLVS requires mitigation plans for resources on the project in the event a resource leaves the firm prior to completion of contract.

FLVS Shall Provide upon award:

- Target states/markets for required services
- FLVS point of contact
- Statements of Work (if applicable)

Assumptions and Constraints

- Timely and reasonable response and resolution issues identified during work efforts
- During the course of business, if FLVS is responding to a competitive solicitation that requires the Cone of Silence, the awarded Contractor may be notified to cease activities in certain circumstances.

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

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

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

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

6. COST PROPOSAL FORMS: Provide a schedule of values for fees associated with the various services to be provided. Respondent costs shall include proposed strategies with proven success. Rates quoted shall be **all inclusive** of any related costs (i.e. subcontractors, travel and meals, operational or out of pocket expenses, etc.). All respondents are required to complete this Section as shown. Pricing shall be inclusive of all Work Product and/or Services as defined within the Scope of Services. FLVS reserves the right to further negotiate the proposed fees.

6.1 Cost Proposal Form

Monthly Fixed Fee - Provide the all-inclusive not to exceed fixed fee to be paid in monthly installments for services described in Section 5 Scope of Services.

Monthly All-Inclusive Fixed Fee	Quantity of Months	Total Annual Cost (12 Months)
\$ _____	12	\$ _____

Respondents shall provide a breakdown of the proposed monthly all-inclusive fixed fee providing any assumptions and breakdown of what is included. Additional space may be used as needed.

6.2 Cost Proposal Form Part B P-Card Acceptance

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

Yes No
(Check one)

6.3 Hourly Rates - Respondent shall provide not to exceed **all-inclusive** hourly rates for resources as indicated. Do not use “To Be Determined” or similar annotations in the cells for cost estimates. Table is scored and required. Respondents shall include all applicable position titles within their rate card. Respondent may use additional lines as needed. This will not be factored into the evaluation process.

Hourly Rate Description	(\$) Rate/Hour
	\$
	\$
	\$
	\$
	\$

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

Detailed Description	Total
	\$

6.5 Additional Services (optional)

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

6.6 Cost Proposal General Notes:

- If any services, functions, or responsibilities not specifically described in this solicitation are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this solicitation.
- Unit price will be used to determine the correct extended price if calculation error is found.
- Extended price should be computed as Estimated Total Hours multiplied by the Proposed Unit Price

- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the Statement of Work. Estimated quantities provided for evaluation purposes and do not guarantee dollar value of award.
- FLVS reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularity or technicality. Responders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- FLVS Travel Policy (for any authorized, pre-approved travel related expenses)
In compliance with 112.061, Florida Statutes, FLVS will reimburse contractors following the same policy that is set in place for all FLVS staff for ordinary, necessary, and reasonable expenses incurred in the course of business-related travel in compliance with Florida State Law, based upon the rates established in sections 112.061(3),(6),(7), Florida Statutes. Travel expenses must be supported by receipts when submitting a Contractor Travel and Expense Reimbursement Form. Florida Virtual School will only reimburse up to what is considered acceptable based on FLVS travel policy.

7. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7.13 Financial Terms and Conditions.

7.13.1 Conditions to Payment

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

7.13.3 Performance Bond. **INTENTIONALLY OMMITED**

7.13.4 Liquidated Damages applied to Implementation and or customizations

Liquidated damages may apply if the Contractor fails to meet the project implementation schedule as specified within the Statement of Work. FLVS may, at its discretion, elect to

assess liquidated damages in the amount of \$250.00 per calendar day until the earlier of the date that:

- a. the Contractor completes the task
 - b. FLVS secures the deliverable elsewhere
 - c. FLVS needs otherwise cease
- 7.14 All awardees shall comply with Chapter 442, Florida Statutes to any product or item delivered or used when providing goods or services under this contract by providing Material Safety Data Sheets (MSDS) when applicable.
- 7.15 Federal Provisions. If FLVS is using any federal funds for payment of the services, then the awarded Contractor shall execute and deliver to FLVS the Federal Certification(s) concurrent with Contractor's execution of this Agreement and concurrent with subsequent amendments (if any) to this Agreement.
- 7.16 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid/proposal(s) on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.
- 7.17 The Awardee(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.18 Identical Qualifying Bid/Proposals: In the event of identical qualifying bid/proposals, FLVS will execute the tie breaking procedure contained in the FLVS Board of Trustees Policy Manual.
- 7.19 ADA Compliance: Under Title II of the Americans with Disability (ADA) Act. The ADA requires that persons with disabilities are provided both physical and programmatic access to all programs and services offered by public entities. Contractor complies with all rules and regulations under the Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation. Contractor agrees to comply with all with WCAG 2.1 A.A. and 508 Accessibility Standards specified within:
- [Section 508 of the Rehabilitation Act of 1973, as amended \(Sec. 508\)](#)
 - [Americans with Disabilities Act of 1990, as amended \(ADA\)](#)

8. DEFINITIONS

The following words shall be defined as set forth below:

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

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

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

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

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

“PEC” means the Proposal Evaluation Committee or Evaluation Committee

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

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

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

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

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

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

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

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



MANDATORY CERTIFICATIONS/FORMS PACKET

SOLICITATION NAME:

SOLICITATION NUMBER:

Proposer:

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RFP Introduction – Respondent Requirements Checklist

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

Appendix, Attachments, and Mandatory Certifications

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

Comments/Notes:

Respondent Signature of Acknowledgement

RFP Section 3 – Compliance Information Sheet

Formal Company Name:

Business Address:

Web Address:

Type of Business (*check one*):

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

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

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

Location of Corporate Office:

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

Federal Employer Identification Number:

Number of Active Clients:

Number of Active Clients (past 5 years)

Number of Inactive Clients:

2022

2021

2020

2019

2018

Average Number of Clients Past 5 Years:

Number of Years in Business:

License Sanctions (if any):

Debarments (if any):

History of changes to ownership:

Financial Stability Compliance & Qualifications

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

Statement from Certified Accountant

Dun & Bradstreet Report or SER

Certified Financial Statements and/or Tax Returns

Annual Report

Authorized Parties

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

Contractor Certification and/or License (if applicable)

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

FERPA

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

Company:

Authorized Representative's Name:

Authorized Representative's Signature:

Date:

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

Insert Certificate of Liability Insurance

Contractor’s Statement of Qualifications

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

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

8. Provide the following financial information:

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

Authorized Representative’s Signature

Company Name



Appendix B

Acknowledgment of Business Type

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the response on the specified due date and time. The undersigned Proposer certifies that this response package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this response.

Business Address of Proposer:

Address

City State Zip Code

Telephone No.

Signature of Proposer:

If an Individual: _____
Signature

doing business as

If a Partnership: _____
Name of Partnership

by: _____
Partner Signature

If a Corporation: _____
Corporate Name

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

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes No

by: _____ Title:
Signature

Attest: _____ (SEAL)
Corporate Secretary



Appendix C

Statement of Affirmation and Intent

TO: FLORIDA VIRTUAL SCHOOL, PROCUREMENT DIVISION

PROJECT:

DATE:

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

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

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

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

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

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

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

Signature of Authorized Firm Representative

Date

Name and Title of Authorized Firm Representative (Typed)

E-mail Address

Name of Firm (Typed)

Address

City

Zip

Telephone Number

MUTUAL NONDISCLOSURE AGREEMENT

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

1. Purpose. The Parties wish to explore a potential business opportunity of mutual interest and in connection with this opportunity, each Party may disclose to the other certain confidential technical and business information that the disclosing Party desires the receiving Party to treat as confidential.
2. "Confidential Information" means any information disclosed by either Party to the other Party, or its shareholders, members, partners, directors, managers, members, officers, employees, agents or affiliates either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing Party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and lawfully made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made lawfully generally available after disclosure by the disclosing Party to the receiving party through no action or inaction of the receiving Party; (iii) is already lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality or of law; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other clear and convincing competent evidence in the receiving Party's possession; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
3. Non-use and Non-disclosure. Each Party agrees it, and its shareholders, members, partners, directors, managers, members, officers, employees, agents and affiliates, shall not use the Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Parties. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such party's shareholders, members, partners, directors, managers, members, officers, employees, agents or affiliates, except to those employees of the receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither Party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information, and which are provided to the Party hereunder.
4. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that any individual or entity that has access to Confidential Information of the other Party signs a non-use and non-disclosure agreement with protections at least as stringent as that in this Agreement, prior to any disclosure of Confidential Information to any such individual or entity. Neither Party shall unnecessarily duplicate the Confidential Information and shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Parties agree that the maintenance of duplicate electronic copies of Confidential Information within each of their ordinary and respective electronic backup systems and disaster recovery systems shall be permissible under this Agreement.
5. No Obligation. Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either Party in any intellectual property, other than the right to view materials under the terms of this Agreement, nor shall this Agreement grant any Party any additional rights in or to the Confidential Information of the other Party except as expressly set forth herein.

9. Term. The obligations of each receiving Party hereunder shall survive until such time as all Confidential Information of the other Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party.

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

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

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

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

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, OR BY MAIL TO: 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FL 32819.

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

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

Florida Virtual School

Signature:

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

Title: _____
President and CEO

Date: _____

**Approved as
to form:**

FLVS Office of General Counsel

Company

Signature:

Print Name: _____

Title: _____

Company Name _____

Phone Number: _____

Email: _____

Date: _____

Addenda Form / Dispute Resolution Clause

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

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

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

ADDENDUM NO: Dated:

ADDENDUM NO: Dated:

ADDENDUM NO: Dated:

Date:

Name of Organization:

Name:

Title:

Signature:

Dispute Resolution Clause

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

Representative's Name:

Telephone Number:

FLVS representative will be the Procurement Director.

Public Records Act / Chapter 119 Requirements

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, OR BY MAIL TO: 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FL 32819.

Company Official Signature:

Date:

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



Appendix G

Reference Release Form

I _____ of _____
Name/Title Company Name

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

Authorizing Signature

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

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

MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS

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

REGULATORY COMPLIANCE STATEMENT

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

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

PUBLIC ENTITY CRIME BAR: A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATORY VENDOR BAR: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

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

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

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)



DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF ORANGE)

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

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

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

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

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

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

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

E-Verify Certification and Affidavit

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

CONTRACTOR NAME:

AUTHORIZED REPRESENTATIVE:

(Printed Name)

(Signature)

(Title)

(Date)

NOTARY PUBLIC

State Of:

County Of:

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

Notary Public Signature: _____

Notary Name, Printed, Typed or Stamped:

Commission Number:

My Commission Expires:

Appendix I - Vendor Application

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN):

Tax Exempt:

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

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

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

Alternate name, if applicable (doing business as):

Mailing address:

City: State: Zip+4: -

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

E-mail address:

Company / Firm's website address:

Payment address (if different from address above):

City: State: Zip+4: -

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

Banking Info: Account #:

Routing and transit# (via ACH):

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

If yes, please specify employment dates:

Requestor/Vendor's Signature:

Date requested/sent:

For FLVS Accounts Payable Use Only:

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

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

Vendor Change (Provide changes below, where applicable)

Vendor #:

Date received by Accounting:

Authorized Signature:

Date completed:

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

Commodity Codes - (Check all that apply)

Category 01 – Professional Services

Segment 1 - Legal

- 01 Legal Services
- 02 Lobbying
- 03 Auditing

Segment 2 – Human Resources

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

Segment 3 – Finance

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

Segment 4 – Facilities

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

Segment 5 – General

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

Segment 6 – Marketing

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

Category 02 – Curriculum Dev.

Segment 1- Course Design and Dev

Segment 2- Web Development K12

Segment 3 - Design

Segment 4 - Mobile Application Dev

Segment 5 Game Development

Segment 6 - Assessment Writing

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

Segment 7 – Content Writing

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

Segment 8 – Audio Production

Segment 9 - Video Production

Segment 10 – Photography

Segment 11 - Animation

Segment 12 - Proofreading

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

Segment 13 – Copy Editing

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

Segment 14 – Fact Checking

Segment 15 – Ancillary Services

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

Segment 16 -Subject Matter Experts

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

Segment 17 – Digital Media

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

Segment 18 – Subscriptions K12

Segment 19 – Images K12

Segment 20 – Misc. Education Materials

Segment 21 – Prototypes

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

Segment 22 – Supplemental Course

Development

Category 03 – Student Services

Segment 01 - Occupational/Speech Therapy

Segment 02 - Proctoring

- 01 Virtual
- 02 Face to Face

Segment 03 – Graduation Services

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

Segment 4 – Student Activities

Segment 5 – Cert Exam Review/Test Prep/Study

Segment 6 – Call Center

Segment 7 – Academic Integrity

Segment 8 – Student Materials

Category 4 – Information Technology

Segment 1 – IT Services

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

Segment 2 – Telecommunications

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

Segment 3 – Infrastructure/Network

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

Segment 4 – Technology Hardware

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

Segment 5 – Computer Software

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

Segment 6 –Supplemental IT Support

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

Category 5 – Products for Services

Appendix I - W-9

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

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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



FLORIDA VIRTUAL SCHOOL
Master Service Agreement Cover Sheet

Master Service Agreement for

MSA No.: CON01-230

Solicitation No.:

Entity Name

Florida Virtual School (FLVS)

Contractor's Name

Agreement Start Date

Agreement End Date:

Optional Renewal Terms:

Maximum Amount of this
Contract: \$

Contract Not to Exceed:

Board Approval Date (if required):

Contact Person for **FLVS**:

Name:

Title:

Telephone: () -

Email: @flvs.net

Contact Person for Contractor:

Name:

Title:

Telephone: () -

Email:

Attachments incorporated into this Agreement:

Attachment 1 – RFX and any addenda

Attachment 2a – Fee Schedule

Attachment 2b - Statements of Work (SOW) or Order Forms
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Attachment 3 – Contractor's Response or terms of use

Attachment 4 – Exhibits, Certifications
--

Attachment 5 – Amendments

Attachment 6 – other as required

Notes:

FLORIDA VIRTUAL SCHOOL
Master Service Agreement

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

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

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

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

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

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

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

1. DEFINITIONS AND ATTACHMENTS INCORPORATED BY REFERENCE

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

- a) **"FLVS Master Service Agreement"** or **"Agreement"** means the agreement between FLVS and the Contractor as defined by the terms of this FLVS Master Service Agreement and its incorporated documents.
- b) **"Contractor"** means the provider of the Goods or Services under the Agreement.
- c) **"Purchase Order"** means the form or format used to make a purchase under the Agreement (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
- d) **"Response"** means the Contractor’s submitted response to the RFX, including any modifications or clarifications accepted by FLVS in Attachment 3.
- e) **"RFX"** means the Request for Proposal, Request for Bid, Invitation to Negotiate or other solicitation document (and any amendments or addenda thereto) specifically identified in FLVS Master Service Agreement that was issued to solicit the Services that are subject to the Contract, in Attachment 1.

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

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

2. DURATION OF AGREEMENT

2.1 **Agreement Term.** The term of this Agreement commences<start date> and ends <completion date>.

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

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

3. DESCRIPTION OF SERVICES

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

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

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

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

4. COMPENSATION, PAYMENT AND INVOICING

4.1 **Pricing and Payment.** The Contractor will be paid for Services rendered pursuant to the Agreement, final pricing documents and any Statement(s) of Work. Unless clearly stated

otherwise in the Agreement, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. Payments made to the Contractor may be by a Visa Purchasing Card.

- 4.2 **Purchase Orders.** FLVS shall order Services by issuing a purchase order. Purchase Orders, used in conjunction with a Statement of Work (SOW), shall reference the SOW to establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments.

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

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

Unless otherwise agreed in writing by FLVS and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from FLVS for Services provided by or on behalf of the Contractor under the Agreement. The Contractor shall be solely responsible for paying all costs, expenses, and charges (including without limitation any travel) it incurs in connection with its performance under the Agreement. If, and only if, payment or reimbursement of travel costs is expressly included within the scope of this Agreement, then the Contractor's travel must be approved in advance by FLVS and such payment or reimbursement shall be limited to and governed by section 112.061, Florida Statutes.

- 4.4 **Prompt Payment.** Contractor shall be paid in accordance with Florida Statutes, Chapter 218, the Local Government Prompt Payment Act, upon submission of invoices to FLVS after delivery and acceptance of the goods and/or services provided. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by FLVS. In the case of any loss or damage to the work prior to FLVS's acceptance, such loss or damage will be Contractor's responsibility.

- 4.5 **Payment Contingent on Appropriation.** FLVS's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by FLVS and the availability of funds to pay for the goods and services in this Agreement. FLVS shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or made available for this Agreement and this Agreement is terminated, such action will not constitute a default by FLVS. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, FLVS shall remain obligated to pay for all purchase orders for products or services fulfilled by Contractor prior to the termination notice as stated in section 5.

- 4.6 **Delay of Payment Due to Contractor's Failure.** If FLVS in good faith determines that the Contractor has failed to perform or deliver Services as required by the Agreement, the Contractor shall not be entitled to any compensation under the Agreement until such Service is performed or delivered. In this event, FLVS may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes FLVS to incur costs, FLVS may deduct the amount of such incurred costs from any amounts payable to Contractor. FLVS authority to deduct such incurred costs shall not in any way affect FLVS authority to terminate the Agreement.
- 4.7 **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes FLVS any sum under the terms of the Agreement, pursuant to any judgment, or pursuant to any law, FLVS may set off the sum owed against any sum owed by FLVS to the Contractor in FLVS sole discretion.
- 4.8 **Most Favored Nation/Pricing.** Contractor guarantees that all the benefits and terms granted to FLVS herein are at least as favorable as the benefits and terms granted by Contractor to any other government entity. Should Contractor enter into any Agreement with any other government entity for the delivery of any good(s) or service(s) in this Agreement which provides for benefits or terms more favorable than those contained herein, then this Agreement shall be deemed to be modified to provide FLVS with those more favorable benefits and terms. For this purpose, Contractor shall promptly notify FLVS of the existence of such more favorable benefits and terms and FLVS shall immediately receive the more favorable benefits and terms.

5. TERMINATION

This Agreement may be terminated by:

- 5.1 FLVS without cause upon delivery of written notice of intent to terminate this Agreement in whole or in part without the payment of any penalty provided to the Contractor not less than thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Agreement to FLVS up to and including the date of termination and FLVS shall be relieved of all obligations after said termination date. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to FLVS under the Agreement in the event of termination. FLVS shall not be liable for any costs incurred by the Contractor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement.
- 5.2 FLVS at any time if Contractor fails to perform any duties or covenants of this Agreement.
- 5.3 FLVS, in the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect.
- 5.4 FLVS, if the Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or FLVS reasonably

believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

- 5.5 FLVS without penalty by giving thirty (30) calendar days' written notice to the Contractor as a result of any of the following:
 - a) FLVS authorization to operate is withdrawn or there is a material alteration in the programs administered by FLVS; and/or
 - b) FLVS duties are substantially modified.
- 5.6 FLVS, if Contractor fails to comply with any of the provisions of this Agreement which is deemed a material breach and are not resolved prior to the cure period as stated in section 6.

6. NOTICE OF DEFAULT

If there is a default event caused by the Contractor, FLVS shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in FLVS written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, FLVS may:

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

7. CONTRACTOR'S TERMINATION DUTIES

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

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

8. CONFIDENTIAL INFORMATION

- 8.1 **Non-Disclosure Agreement.** Some Services performed for FLVS may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in FLVS terminating this Agreement.
- 8.2 **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by FLVS to the extent necessary to carry out the Contractor's responsibilities under the Agreement. The Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by FLVS. If it is reasonably likely the Contractor will have access to FLVS's confidential information, then:
- a) Any data supplied to or created by the Contractor under this Agreement or from any portion of FLVS data is the sole property of FLVS;
 - b) The Contractor shall provide to FLVS upon request a written description of the Contractor's policies and procedures to safeguard confidential information;
 - c) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - d) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Agreement; and
 - e) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Agreement.
- 8.3 **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used during performance of the Agreement shall be disseminated except as authorized by law and with the written consent of FLVS, either during the period of the Agreement or thereafter.
- 8.4 **Disposition of Data Possessed by Contractor.** The Contractor must return or securely delete all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained and in all events in such format that is compatible with FLVS information technology systems, promptly at the request of FLVS.
- 8.5 **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify FLVS and cooperate with FLVS in any lawful effort to protect the confidential information.
- 8.6 **Reporting of Unauthorized Disclosure.** In the event Contractor or its representatives becomes aware of any unauthorized access to, use or disclosure of, any of FLVS's data, then Contractor shall promptly, and at its own expense: (i) notify FLVS; (ii) inform FLVS daily of status during an ongoing investigation, analysis, or mitigation activity; and (iii) indemnify FLVS for all costs FLVS incurs for those activities.

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

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

9. INDEMNIFICATION

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

9.2 Intellectual Property Indemnification.

- a) Contractor shall, at its own expense, indemnify, defend and hold harmless FLVS (including FLVS board of trustees, officers, agents and employees), from and against any third-party liabilities, claims, demands or suits alleging that Contractor's goods or services infringes any patent, trademark, copyright or other Intellectual Property right of a third party and shall pay all damages awarded or agreed to under a settlement for FLVS.
- b) In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:
 - i. Procure for FLVS the right to continue using the Services;

- ii. Replace or modify the same to the reasonable satisfaction of FLVS so that it becomes non-infringing; or
 - iii. Remove the same and cancel any future charges pertaining thereto.
- c) Contractor, however, shall have no liability to FLVS if any such patent, copyright, or trademark infringement or claim thereof is based upon or arises out of:
- i. Compliance with designs, plans or specifications furnished by or on behalf of FLVS as to the Services;
 - ii. Use of the Services in combination with apparatus or devices not supplied by Contractor, but only if combination is the cause of the infringement; or
 - iii. Use of the Services in a manner for which the same was neither designed nor contemplated.

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

10. INSURANCE

Contractor shall provide all insurance as required.

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

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

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

- a) Policy should be endorsed with a "per project aggregate". All coverages should include contingent liability and contingent property damage liability. If coverage is written on a Claims made basis the retroactive and continuity dates should be at least the first day services begin with FLVS. Policy should include an endorsement waiving all rights to subrogate against FLVS.
- b) The above policies for General Liability insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the Contractor against claims arising from the operation of subcontractors.

- 10.4 **Worker's Compensation Insurance:** The Contractor shall maintain during the term of this Agreement, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the term of this Agreement. **Employer's Liability Insurance:** The Contractor shall maintain Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars \$500,000.00 each accident for bodily injury by accident, Five Hundred Thousand Dollars \$500,000.00 each employee for bodily injury by disease, and Five Hundred Thousand Dollars \$500,000.00 policy limit for bodily injury by disease.
- 10.5 **Automobile Liability Insurance:** Automobile Liability Insurance shall be maintained by Contractor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars \$1,000,000 combined single limit each accident for bodily injury & property damage liability.
- 10.6 **Professional Liability and Cyber Liability including:** Technology Errors and Omissions, Telecommunications Errors and Omissions, or Multimedia Professional Liability whichever is applicable, shall be maintained by Contractor in an amount not less than One Million \$1,000,000, and Network Security Liability, Privacy Liability, Crisis Management, Cyber Extortion, and Media Liability in an amount not less than One Million Dollars \$1,000,000.

11. BONDS

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

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

12. WARRANTIES

12.1 **Construction of Warranties Expressed in the Agreement with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Agreement and the Statement of Work, whether or not the Agreement specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to FLVS shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor.

The provisions of this section apply during the term of the Agreement and any extensions or renewals thereof.

- 12.2 **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to FLVS shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor’s warranty, FLVS shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor’s expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by FLVS shall not relieve the Contractor of its warranty or any other obligation under the Agreement.
- 12.3 **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to FLVS that the Services provided under the Agreement are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 12.4 **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Agreement will appear and operate in conformance with the terms and conditions of the Agreement.
- 12.5 **Product Recall.** If this Agreement includes the provision of goods and in the event that any of the goods are found by the Contractor, FLVS, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to FLVS and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude FLVS from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and FLVS shall agree to the performance of such repairs by FLVS upon mutually acceptable terms.
- 12.6 **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Agreement are or will be fully satisfied by the Contractor so that FLVS will not have any obligations with respect thereto.
- 12.7 **Warranties Applicable to Work Product.**
- a) **Assignment.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees to and hereby does assign to FLVS all intellectual property rights in all written materials, video, graphics or other multimedia materials, computer programs (including all source and object code, documentation, manuals or specifications relating to same) and any other works or materials created for FLVS under this Agreement or any Statement of Work as such rights are defined in any jurisdiction throughout the world (the “Work Product”). Contractor agrees to execute all documents that may be necessary to confirm

FLVS's ownership of the Work Product, acknowledges that FLVS may use the Work Product in whatever way and for whatever purpose it chooses, in its sole discretion, and represents and warrants that any third parties who are permitted to contribute to the Work Product under this Agreement are bound by all of the obligations of this section.

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

12.8 Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Agreement, which shall take precedence.

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

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

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

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

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

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

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

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

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

b) The Contractor data systems must provide FLVS with all reasonably required connectivity information to ensure that FLVS may connect any third party or FLVS owned functional components to the Contractor data systems as deemed necessary

by FLVS, in its discretion, to obtain its data in useable form and in a manner that will minimize the disruption to FLVS's operations.

14. E-VERIFY COMPLIANCE

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

15. SECURITY

FLVS requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to FLVS. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Agreement if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by FLVS. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Agreement. Such access may be terminated at the sole discretion of FLVS. The Contractor shall provide immediate notice to FLVS of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to FLVS of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

16. BACKGROUND SCREENING

Contractor represents and warrants to FLVS that the Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Florida Statutes, regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes. If required, Contractor and its employees and/or agents must undergo a Level II Background Screening including fingerprinting at Contractor's expense at a Fieldprint office in the United States and determination by FLVS of having met the requirements prior to the start of the Agreement or authorization for personnel to be assigned to perform services under this Agreement. Contractor agrees to indemnify and hold harmless FLVS, its officers, agents and employees from any liability in the form of personal injury or property damage resulting from Contractor's failure to comply with the requirements of this section. The Technical Assistance paper for the Jessica Lunsford Act can be accessed at https://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12_05-107a.

17. PUBLIC ENTITY CRIMES

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

18. COMPLIANCE WITH THE LAW

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

19. SOLICITATION OF EMPLOYEES

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

20. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

- 20.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 20.2 Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 20.3 Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection 20.1 above.

- 20.4 In the statement specified in subsection 20.1 above, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 20.5 Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 20.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section 20.

21. CONTRACT ADMINISTRATION

- 21.1 **Performance.** FLVS will periodically inspect work to assure that the requirements of this Agreement are being met and performance is satisfactory. Should it be found that the requirements or performance specified herein are not being satisfactorily maintained, the Contractor shall be contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to FLVS. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Contractor's right to proceed further with this work. In such event, the Contractor will be paid only for materials used. The Contractor and its sureties may be liable to FLVS for any additional cost incurred by FLVS to complete the job. At this point, the Contractor shall be considered in default and the Agreement subject to termination. Performance ratings may be considered during award of future contracts by FLVS.
- 21.2 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Agreement award exceeds the delegated purchasing authority of FLVS, then FLVS must obtain approval of the amendment from its Board. All amendments to the Agreement must be in writing and fully executed by duly authorized representatives of FLVS and the Contractor.
- 21.3 **Construction of Agreement.** FLVS and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against Agreement's drafter and agree that this Agreement is their joint product. FLVS and the Contractor agree that they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so and that they are fully aware of the meaning of its contents. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- 21.4 **Third Party Beneficiaries.** There are no third-party beneficiaries to the Agreement. The Agreement is intended only to benefit FLVS, and the Contractor.
- 21.5 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law

provisions. The Parties agree that venue for any court proceeding arising from or related to this Agreement shall be located exclusively in Orange County, Florida.

21.6 **Attorney's Fees and Remedies.** In the event of a breach of this Agreement, the breaching Party shall pay all reasonable attorney's fees, costs, and expenses incurred by the non-breaching Party arising from such breach. The Parties agree that the rights and remedies set forth in this Agreement are in addition and supplemental to those rights and remedies provided to each Party pursuant to common law and/or (state or federal) statute, all of which expressly reserved.

21.7 **Dispute Resolution Procedure.** Prior to the initiation of any litigation, any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following Dispute Resolution Procedure ("DRP"). The DRP shall not be applicable to, nor a condition precedent to, the termination provisions permitted by this Agreement. The Parties agree that during the pendency of the DRP, any applicable statute of limitations shall be tolled until the DRP is exhausted:

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

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

- The Parties shall select a mutually agreeable third-party Mediator to aid the fair and expeditious resolution of the dispute. The Mediator shall not be an employee or former employee of either Party. The mediation shall be held FLVS's Administrative Center unless another location is mutually agreed upon by the Parties. The mediation shall be subject to the confidentiality requirements of Mediation Proceedings as set forth in sections 44.401 through 44.406, Florida Statutes.

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

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

21.8 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part by Contractor without the prior written consent of FLVS. For


the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

- 21.9 **Use of Third Parties.** Except as may be expressly agreed to in writing by FLVS, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Agreement or any of the work subsequently assigned under this Agreement. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Agreement shall in any way relieve Contractor of any responsibility, obligation or liability under this Agreement and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Agreement shall also apply to the subcontractors. Any Agreement with a subcontractor must also preserve the rights of FLVS. FLVS shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- 21.10 **Entire Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and it supersedes and replaces all prior negotiations and proposed agreements. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those terms and covenants embodied in this Agreement.
- 21.11 **Descriptive Headings.** The headings used herein are descriptive and for identification purposes only and are not determinative as to the meaning or effect of any term of this Agreement.
- 21.12 **Independent Contractor.** The Parties acknowledge that the services and/or products provided by Contractor pursuant to this Agreement are rendered to FLVS in the capacity of an independent contractor. Accordingly, Contractor is not authorized to assume or create any obligations or responsibility (whether expressed or implied) on behalf of or in the name of FLVS.
Nothing contained in this Agreement shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor and FLVS. In this regard, neither the Contractor nor its officers, employees, or agents shall be deemed to be employed by FLVS for purposes of taxes or contributions levied by, under or in accordance with any federal, state, or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. Contractor covenants and agrees that it shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state, or local law due with respect to Contractor's employees and agents. Neither Contractor nor any of its officers, employees, or agents shall be entitled to any fringe or defined benefits or deferred compensation plans established or offered by FLVS to or for the benefit of any FLVS employees.
- 21.13 **Contractor Authority.** Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of Contractor is authorized to do so.

- 21.14 **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Agreement, and for any default of activities and obligations.
- 21.15 **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Agreement, this Agreement supersedes all prior contracts or agreements between FLVS, and the Contractor for the Services provided in connection with the Agreement.
- 21.16 **No Waiver.** No delay or failure to act on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly therein specified.
- 21.17 **Force Majeure.** Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party (“Force Majeure Event”), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.
- 21.18 **Notices.** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be provided in writing. Such notice shall be delivered via electronic mail, or overnight delivery (with a receipt), or certified mail, return receipt requested, to and addressed as follows:

As to FLVS: Florida Virtual School
Attn: Procurement and Contracting Department
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: procurement@flvs.net

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

As to Contractor:
Attn:

Email:

With a copy to: N/A

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

- 21.19 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any Party provided in the Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either Party by law, and shall in no way affect or impair the right of any Party to pursue any other equitable or legal remedy to which any Party may be entitled as long as any default remains in any way un-remedied, unsatisfied or undischarged.
- 21.20 **Severability.** The terms of this Agreement shall be severable such that, if any term herein is deemed illegal, invalid, or unenforceable, such holding shall not affect the legality or enforceability of any other provision of the Agreement.
- 21.21 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement. Contractor shall ensure that all personnel providing Services to FLVS are responsive to FLVS's requirements and requests in all respects.
- 21.22 **Authorization.** The persons signing this Agreement represent and warrant to the other Parties that:
- a) It has full authority to enter into the Agreement, perform its obligations and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to FLVS; and
 - b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 21.23 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.
- 21.24 **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to FLVS throughout the term of the Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall grant access to all records pertaining to the Agreement to FLVS's authorized representative. The Contractor shall permit onsite access visits by designated FLVS employees or agents to conduct audits. These audits may require FLVS access to records and data, computers or communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.

- 21.25 **Reservation of Sovereign Immunity.** Nothing in this Agreement is intended to waive FLVS's sovereign immunity or waive or broaden the limits of FLVS's liability under section 768.28, Florida Statutes. FLVS expressly reserves all such protections and privileges related to its sovereign immunity. In no event will FLVS's liability under any other provision of this Agreement exceed the sum of \$200,000.00 per person or \$300,000.00 per occurrence. Furthermore, nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 21.26 **Public Records.** Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor is required comply with Florida's Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:
- a) Keep, maintain and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
 - b) Provide to FLVS, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
 - c) Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d) Upon completion of its obligations under the Agreement, transfer to FLVS, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to FLVS must be provided in a format that is compatible with FLVS information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by FLVS without penalty to FLVS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL TO: 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FL 32819.

- 21.27 **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, FLVS trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of FLVS.
- 21.28 **Non-Disparagement.** Contractor, on its behalf and on behalf of its officers, employees, and agents, covenants and agrees that any such party shall not make any disparaging, impugning, negative, or otherwise damaging statements or remarks about FLVS, its officers, or employees or otherwise take any action or fail to take any action with the

primary intent of impugning or damaging the reputation or business relations of FLVS, its officers or employees. The provisions of this section shall survive the termination of this Agreement.

- 21.29 **Taxes.** FLVS is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. FLVS is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided FLVS with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
- 21.30 **Certification Regarding Sales and Use Tax.** By executing the Agreement, the Contractor certifies it is registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Florida law. The Contractor also acknowledges that FLVS may declare the Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in FLVS or its representative filing for damages for breach of contract.
- 21.31 **Obligations Beyond Agreement Term.** The Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Agreement. All obligations of the Contractor incurred or existing under the Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Agreement.
- 21.32 **Further Assurances and Corrective Orders.** FLVS and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further Orders as may reasonably be required for carrying out the expressed intention of the Agreement.
- 21.33 **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to FLVS or another contractor. The Contractor shall provide full disclosure to FLVS and the third-party contractor about the equipment, software, or services required to perform the Services for FLVS. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to FLVS or to another contractor.

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

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

First priority is given to any subsequent amendment or change order to this Agreement. Second priority is given to the specific provisions of this FLVS Master Service Agreement. Third priority is given to Attachment 4, if any. Fourth priority is given to

Attachments 2a and 2b, the Fee Schedule, SOW(s), and order forms (if any). Fifth priority is given to the RFX addenda, if any. Sixth priority is given to the RFX. Last priority is given to the Contractor's Response to the RFX. Notwithstanding anything to the contrary herein, any exceptions to the RFX and any addenda made by Contractor within its Response that have not been explicitly accepted by FLVS in writing shall not be included in this Agreement.

- 21.35 **Intent of References to RFX Documents** (applicable only if this Agreement is as a result of an RFX award). The references to the Parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the Parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of FLVS cannot be implied from the Contractor's Response. Contractor may be suspended, terminated, or debarred if it is determined that: (i) Contractor has made false certification here or in the RFX; or (ii) Contractor fails to carry out the requirements of this contract.
- 21.36 **No Presumed Construction Against Drafter(s)**. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiation, and drafting of this Agreement. The terms of this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms.

22. FEDERAL PROVISIONS

- 22.1 If FLVS is using any federal funds for payment of the Services, then Contractor shall execute and deliver to FLVS the Certifications in Attachment 4 (if any) concurrent with Contractor's execution of this Agreement and concurrent with subsequent amendments (if any) to this Agreement.
- 22.2 If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

[Signatures follow on next page]



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

23. SIGNATURES

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

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

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

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

Approved as to Form: _____
FLVS Office of General Counsel

ATTACHMENT 1
RFX Documents

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

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

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

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

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

2. Description and Scope

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

3. Project Timeline and Milestones

Project Schedule	Milestone Due date
Kickoff	
Completion Due Date	

Notes:

4. Deliverables, Cost Structure and Payment Terms

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

Deliverables	Cost
	\$
Completion	\$
TOTAL	\$

Notes:

- No work may begin until FLVS purchase order is issued to the Contractor. Services shall be made as specified on the purchase order or reference the corresponding Contractual agreement governing the specifications and terms and conditions. Contractor will not be compensated for work performed without receipt of a purchase order.
- Invoices will be based upon actual quantities delivered and accepted by FLVS. If fewer items are delivered and accepted, a reduction on the final invoice shall apply.
- Any invoice submitted as a result of this SOW shall be itemized reflecting the items on the purchase order. Unless otherwise stated in the contract, "lump sum" invoices shall not be

submitted nor will be accepted for multiple line purchase orders. FLVS will only pay the dollar amounts authorized on the purchase order.

- Contractor will not invoice FLVS for amounts in excess of the above stated costs without prior written approval from FLVS (issuance of Statement of Work Change Order and revised Purchase Order).
- No verbal modifications to this Statement of Work may be made, including, but not limited to, scope, deliverables, milestones, and cost. Any and all modifications to this SOW must be made in writing via Statement of Work Change Order signed by both parties.
- FLVS, at its sole discretion reserves the right to cancel all Statements of Work.
- Invoices must include the FLVS purchase order number and be sent to FLVS Accounts Payable (accountspayable@flvs.net) with a copy to _____ at _____@flvs.net.

5. Liquidated Damages *(Include when Applicable)*

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

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

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

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

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

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

Intellectual Property Ownership. Except for the rights expressly granted in this Agreement, neither party shall acquire any claims to or rights in any Background Intellectual Property of the other party. All right, title and interest in and to any course content or materials created by Contractor as part of the services provided hereunder including without limitation all rights of patent, copyright, trademark, and other intellectual property and proprietary rights, shall vest in FLVS and shall be deemed a “work made for hire,” as that term is defined in the U.S. Copyright Act (17 U.S.C. § 101), by Contractor for FLVS. If the course content, materials or any portion thereof may not be considered a

“work made for hire,” Contractor hereby assigns to FLVS its entire right, title and interest in and to such course content and materials.

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

Contractor’s Name:

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

Printed Name and Title of Person Signing

Address

Florida Virtual School (FLVS):

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

Printed Name and Title of Person Signing

Address:
5422 Carrier Drive, Suite 201, Orlando, FL 32819

SAMPLE

ATTACHMENT 3
Contractor's Response