



FLORIDA VIRTUAL  
SCHOOL

# PROCUREMENT SERVICES

## INVITATION TO NEGOTIATE

### Enterprise Governance – Data and Security

### ITN01-2202859B01-ENTGOV-XXXXXX

<https://flvs.bonfirehub.com/opportunities/52648>

#### 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.

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Description	Purpose/Short Description	Date & Time	Location
Issue Date	Date of ITN posting	October 11, 2021	N/A
Pre-submittal Conference	Key dates and high level ITN review	October 18, 2021, 11:00 AM EST	Public Zoom Conference
Question & Answer Deadline	Written question and answer period	October 22, 2021, 2:00 PM EST	Submitted via Bonfire Bonfire
Response Due Date/Time	All responses due. The names of the respondents announced.	November 11, 2021 2:00 PM EST	Public Zoom Conference
Evaluation of Proposals	Responses evaluated to identify proposer(s) negotiations	December 07, 2021 10:00 AM EST	Public Zoom Conference
Cost Proposal Form, Section 6 will be evaluated by Procurement Services			
Negotiations start date (Tentative)	Formal negotiations begin	December 13, 2021	Private Zoom Conferences
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to award	February 1, 2022	FLVS Website & Bonfire
Award Date Tentative Date	Date of FLVS Board Approval	March 8, 2022	N/A

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

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**FLORIDA VIRTUAL SCHOOL  
INVITATION TO NEGOTIATE  
ENTERPRISE GOVERNANCE – DATA AND SECURITY**

**1. OVERVIEW**

**1.1. Purpose**

Florida Virtual School (FLVS) is seeking responses from qualified Proposers for an enterprise governance solution that will support business and technical users. The system will allow business and technical users the ability to identify the systems and reports where data elements are used, the definition of those data elements, governance policies and the workflows that allow for collaboration and approval of changes to data definitions and data policies. The primary objectives include data security, measurable data consistency and a continual reduction in redundant reporting.

**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 [www.flvsglobal.net](http://www.flvsglobal.net) (National Services) and [www.flvs.net](http://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 ITN. 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 ITN. The selected Proposer shall assume all contractual responsibilities, obligations and comply with all contract terms and conditions.

**1.3.2. Scope of Services:** The scope of services under this contract is in Section 5 of this ITN.

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

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

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

**2. EVALUATION OF RESPONSES**

Every response shall be reviewed/evaluated in terms of its conformance to the ITN 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 ITN 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 ITN or excuse the Proposer from full compliance with the specifications stated in this ITN 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 Proposal Evaluation Committee 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 ITN 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://flvs.net/about/procurement-opportunities/solicitations-open>

## 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.

### 2.3.1 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 ITN. 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.

## 2.4 Response Evaluation and Negotiation Process

Proposals will be evaluated and scored by a Proposal Evaluation Committee (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 negotiate with one or more Respondent(s) selected. Cost Proposal forms shall be submitted separately from the rest of the Response and will be ranked and scored by the Procurement Office.

### 2.4.1 Proposal Evaluation and System Demonstration (Electronic Demonstration)

The Respondent shall submit in electronic format a demonstration (demo) of the proposed system. The system demo provided shall not exceed 25 slides or 30 minutes of recorded presentation. In addition, if available, Respondent shall provide temporary user access to their test environment as described in the Scope of Services.

**Do not include pricing information with the Technical Reply or the demo. Any inclusion of price/discounts in the Technical Reply or demo may be grounds for deeming the Respondent's Reply non-responsive.**

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.

After the evaluation Phase is completed, FLVS Procurement will notify the Respondents invited to participate in negotiations. Only those Respondents selected to enter into negotiations will be allowed and required to present either an on-site or via teleconference oral presentation of the proposed system at the discretion of FLVS. The Respondent's presentation will be conducted during the negotiation meeting. The actual date, time, and duration of negotiation meetings/presentations are to be determined.

FLVS anticipates awarding the Contract (if any award is made) after negotiations to the responsible and responsive Proposer determined to provide the best value

to FLVS. No Proposer shall have any rights against FLVS arising from such negotiations.

Criteria No.	Proposal Evaluation Criteria Description	Weight
1.	Background, Experience and Letters of Reference	15%
2.	Implementation Plan and Project Schedule	10%
3.	Demonstrated Ability to Meet or Exceed Requirements including any requested clarification	35%
4.	System Evaluation (slide deck/video demo and/or user access)	30%
5.	Cost Proposal	10%
	<b>TOTAL</b>	<b>100%</b>

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

#### 2.4.2 **Cost Proposal for Price Analysis**

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

$$(\text{Low Price} / \text{Respondent's Price}) \times \text{Price Points (10)} = \text{Respondent's Awarded Points}$$

### 2.5 **Criteria for Negotiations**

2.5.1 Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the PEC will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the needs of FLVS. The process may continue until a contract is negotiated and executed. FLVS may in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of FLVS.

2.5.2 FLVS reserves the right to negotiate with one or multiple responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of Replies based upon the initial proposal evaluation indicates the perceived overall benefits of the proposed solution, FLVS retains the discretion to negotiate with other qualified Respondents as deemed appropriate.

During contract negotiations, the Respondent is expected to make every effort to timely respond to issues and requests to ensure final contract agreement. FLVS will provide certain deadlines to meet during negotiations. Failure to meet the

deadlines may be cause for termination of negotiations in the sole discretion of the FLVS negotiation team and Director of Procurement.

- 2.5.3 Before award, the PEC reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. FLVS reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.
- 2.5.4 The focus of the negotiations will be on achieving the solution that provides the best value to FLVS.
- 2.5.5 In submitting a Reply Respondent agrees to be bound to the terms of this ITN. However, FLVS reserves the right to negotiate different terms and related price adjustments if FLVS determines that it is in the best interest of FLVS to do so.
- 2.5.6 FLVS reserves the right to reject any and all Replies, if FLVS determines such action is in the best interest of FLVS. FLVS reserves the right to negotiate concurrently or separately with competing Respondents. FLVS reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. FLVS reserves the right to waive minor irregularities in Replies.

## 2.6 **Final Award**

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 responses 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, 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).

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.

### 3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

#### 3.1 Compliance and Electronic Response Submission

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

If you're experiencing technical difficulties, contact [support@gobonfire.com](mailto:support@gobonfire.com).

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

##### 3.1.1 Proposal Structure

In order to maintain comparability and consistency in the review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the ITN to which they pertain. **Submit the following separate electronic documents in PDF format**

- one (1) electronic original response and demo (clearly marked as such); and
- one (1) redacted version (see Public Records Appendix H)
- one (1) Cost Proposal for Price Analysis – uploaded separately from the rest of the response
- Proof of Financial Stability
- The Required Forms Packet must be submitted as part of the response completed fully and without alterations.

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 any enclosures. All pages must be consecutively numbered and correspond to the table of contents.

##### 3.1.3 Section 1 – Cover Letter and Compliance Information



Provide a cover letter indicating your company's understanding of the requirements/scope of this ITN. 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 ITN. 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 Required Forms Packet

Responses must include all Required Forms (provided in ITN Attachment 1 – "Required 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 "Required Forms Packet" also contains an Appendix L, the FLVS Master Service Agreement (MSA), Statement of Work (SOW) template, and Change Order template.

- |   |   |
|---|---|
| 1. Compliance Checklist   | 2. Compliance Information Sheet   |
| 3. Certificate(s) of Insurance (refer to Section 10 of the FLVS Master Service Agreement for coverage requirements) | 4. Contractor's Statement of Qualifications (Appendix A)                      |
| 5. Acknowledgement of Business Type (Appendix B)  | 6. Statement of Affirmation and Intent (Appendix C)                           |
| 7. Mutual Non-Disclosure Agreement (Appendix D)   | 8. Addenda Form / Dispute Resolution Clause (Appendix E)                      |
| 9. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F)                                   | 10. Drug Free Workplace Certification (Appendix G)                            |
| 11. Public Records Act / Chapter 119 Requirements (Appendix H)  | 12. Anti-Lobbying Certificate (Appendix I)                                    |
| 13. Reference Release Form (Appendix J)   | 14. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix K) |

### **3.1.5 Financial Stability**

Proposer must Demonstrate financial stability by providing at a minimum a Statement from a Certified Public Accountant certifying the firm's financial stability including information as to current or prior bankruptcy proceedings. The letter shall include current ratio, cash ratio, quick ratio, debt-equity ratio, debt to capital ratio and debt to asset ratio and return on assets (ROA).

FLVS as its sole discretion may request at any time during the evaluation or contracting process a Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) and / or Certified Financial Statements (Copy of audited financial statement for each of the last three years, by an independent certified public accounting firm or Federal Tax Return for previous years). All costs associated with this report shall be borne by Proposer.

### **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 Respondent 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.

### **3.1.7 Accessibility Requirements**

Respondent shall provide a plan explaining how the development and quality assurances practices support website users 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. Provide details for any additional components or add-ons, or third-party tools that might be recommended.

All product delivered shall conform to WCAG 2.0 AA in accordance with 508 Accessibility Standards. FLVS is interested in conformance with WCAG 2.1 AA. Respondent shall include in their response their specific capabilities. Awarded Respondent must be able to provide an Accessibility Conformance Report on their product as part of the contracted deliverables. FLVS recommends that the ACR follows the VPAT format. Respondent warranty requirements shall apply to any accessibility defects identified post-delivery (see Section 5.3).

## **3.2 Section 2 – Background, Experience and Letters of Reference**

Summarize the qualifications of the Proposer's project team and provide letters of reference. 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**

- a. List the number of years your company has been in operation.
- b. List the number of active clients by year, within the past five (5) years.
- c. Where are your corporate offices located?

- d. Do you have any offices in Central Florida?
- e. Describe your support and quality assurance process including assigned resources.

### 3.2.2 Experience

Describe your company's experience with the services specified.

- a. Provide at a minimum three (3) projects that are similar in scope and complexity to the Scope of Work in this ITN. Include results and objectives achieved for each project. Additionally, include such items as a description of the solution provided, key milestones, project duration, both your and client resources utilized, and any client testimonials that you are able to share.
- b. Describe strategic advantages your organization brings to the partnership with FLVS.
- c. List awards won related to web development services in the last 5 years.

### 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 form in Appendix J giving FLVS authorization to contact and check previous performance on projects.

## 3.3 Section 3 – Implementation and Project Schedule

### 3.3.1 Implementation Plan & Project Schedule (including Change Management)

Respondents shall include a project plan that includes their project methodology and an associated timeline that specifies all key tasks, milestones, and delivery dates associated with completing the deliverables in each of the Phases defined below. Respondent methodology should identify the project management approach, including but not limited to such items as meetings, status, and escalations processes.

The plan, at a minimum, shall address the following for each of the five (5) Phases defined below:

- 1. Tasks to be completed within each phase specified
- 2. Task durations
- 3. A complete list of deliverables

### **Project Initiation and Kick-off: Within 30 days of contract execution.**

#### **Phase I - Planning (approximately four weeks)**

- Develop project charter/schedule with Contractor
- Kick off project

#### **Phase 2 - Design (approximately six to eight weeks)**

- Conduct Design Reviews (identify customizations, constraints)
- Define the implementation strategy (phased, all)
- Document all infrastructure requirements
- Establish the test/implementation environments

#### **Phase 3 Initial Implementation (approximately six to eight weeks, may be concurrent with Phase 2)**

- Develop Customizations
- Implement solution

- Conduct level 1 testing (validate implementation & module functionality)
- Conduct level 2 testing (integration testing)

#### **Phase 4 – Testing, Approvals and Launch (approximately six to eight weeks)**

- User Testing and Quality Assurance (FLVS)
- Pre-Production signoff
- Production deployment
- Production validation (Proposer & FLVS)
- Post-Production signoff

#### **Phase 5 – Maintenance and Support (on-going)**

- Post implementation support

### **Change Management Approach**

Description of the Proposer's approach to change management, including:

- Overall description of your firm's Change Management approach including change triggers, reviews, and approvals. Final change management will be subject to mutual agreement between FLVS and Proposer
- The roles and responsibilities of the FLVS team and your firm.
- Communications methodology

#### **3.3.2 Transition Plan**

Outline your process for post launch customization requests. Include your approach and process to on-going production support.

### **3.4 Section 4 – Demonstrated Ability to Meet or Exceed Requirements**

3.4.1 Respondent Questionnaire. Respondents shall complete the Questionnaire provided in Section 5.1.a. The responses will be used in the evaluation process. Respondents may use additional pages if more space is needed to provide adequate responses.

3.4.2 For the list of specifications provided in Section 5.1.b, Proposer is responsible for stating whether each numbered specification shall be met by responding with a yes or no. A response of "Yes" guarantees Respondent shall meet or exceed the specification which is included in the proposed pricing (Section 6).

3.4.3 Exceptions and Alternatives to Scope of Services: Clearly indicate any exceptions to the scope of services of the ITN or alternatives for FLVS to consider. Exceptions and Alternatives to the Scope of Services must be listed using the form provided in Section 5.4.

A description of each additional deliverable not listed in the Requirements Section should be provided in the following format. Use the following definitions:

- Number: Number each deliverable.
- Deliverable Name: Name of deliverable.
- Phase: Name of the phase(s) in which the deliverable is completed.
- Description/Objective: Description of the deliverable and the expected outcomes.
- Scope: Description of whether or not the deliverable covers all phases and the intended audience.
- Outline: Outline of the deliverable.
- Assumptions: A list of any assumptions related to the deliverable.
- Additional Information: Any additional information requested and/or relevant to the understanding of the deliverable content that is not captured.

### **3.5 Section 5 - System Evaluation (slide deck/video demo and/or user access)**

Proposer shall include a slide deck and or video demo of proposed solution (described in Section 2.4.1). In addition, if available the response shall include temporary user access (as described in the Scope of Services below).

### 3.6 Section 6 – Cost Proposal

Proposers shall submit their cost according to the format provided in Section 6- Cost Proposal. Completion of the Cost Proposal form is required and must be uploaded to Bonfire as an individual document separate from the rest of the proposal. Alternative pricing (Section 6.3) may be offered in addition (not as a replacement) to the pricing structure requested. Alternative pricing solutions will not be factored into the evaluation process. **Do not cite price anywhere else in the submission.**

3.6.1 FLVS reserves the right to contact Proposers on price and scope clarification at any time throughout the selection process and negotiation process.

3.6.2 FLVS is asking Proposers to provide prices and hours for all categories with the understanding that they may have to make assumptions. Do not use “To Be Determined” or similar annotations in the cells for costs.

3.6.3 All work will be performed remotely at Respondent appointed facilities. The Respondent is responsible for providing appropriate work environment including high speed internet connectivity to appointed staff for the duration of this project. There will be no travel included in this project.

3.6.4 The cost proposal shall have the following distinct components that will be used for evaluation purposes:

- a. The first component (Section 6.1.A) lists the fixed fees for contract years one, two and three. In addition, Respondent shall provide the annual cost for each optional renewal period.
- b. The second component (Section 6.1.B) includes a breakdown of licensing costs, if applicable.
- c. The third component (Section 6.1.C) shall consist of Concurrent License Pricing.
- d. The fourth component (Section 6.1.D) confirms acceptance of a P-Card for payment (with no additional fees for acceptance)

3.6.5 The Proposer shall include the following additional components within their cost proposal for FLVS consideration. These items shall not be factored into the evaluation process.

- a. Hourly Rates (Section 6.2) may be used for resources supporting the project and any change orders.

The Proposer shall provide the best competitive prices on its initial submission Staff Classifications and Billing Rates. The Proposer shall also provide fully burdened hourly billing rates for the staff classifications in Section 6.2 as assumed in the development of the fixed cost estimate for implementation services work. These rates may be used for any statements of work and/or change orders for the term of the contract. The fully- burdened rates shall be inclusive of everything, including direct labor, profit, , etc. Provide the burden rate and percent of profit for each of the title classifications. At the FLVS’s request, the Proposer shall provide proof of true cost through payroll or sub-contract paperwork.

- b. Alternative pricing structures (Section 6.3) offered for FLVS consideration. Alternatives may be offered in addition to, not in replacement of required Cost Proposal Section 6.1, and shall be considered at the sole discretion of FLVS.
- c. Additional services (Section 6.4) not specified in the scope of services.

#### 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 ITN) beginning with the advertisement for the same and ending with the approval for award.

**Upon the issuance of this ITN, 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 are instructed not to answer questions regarding the ITN or otherwise discuss the contents of the ITN with the Proposer or its representatives. Any contacts made with other employees and representatives of FLVS will be reported and forwarded to Procurement and may be grounds for disqualification. 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 ITN. 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 ITN 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 ITN, 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 FLVS Custodian of Records 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 proposal/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://flvs.net/about/procurement-opportunities/solicitations-open>. 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 ITN or any decision or intended decision concerning this Bid or ITN and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with Section 120.57(3), Florida Statutes. Notice must be sent to [procurement@flvs.net](mailto:procurement@flvs.net). Following Notice, a formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in Section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.6 **Written Clarifications:** Any Proposer in doubt as to the true meaning of any part of this ITN or related documents may submit a written request for clarification to the Procurement Services contact person (see cover sheet) 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/>
- Florida Virtual School Procurement Opportunities (<https://flvs.net/about/procurement-opportunities/solicitations-open> )

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 solicitation from Bonfire you will be notified by Bonfire to your provided email address 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 in writing and emailed to the Procurement Services contact (see cover sheet).



- 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 ITN or written response to questions and/or addendum to this ITN. Where there appears to be a conflict between the ITN 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 ITN. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the ITN. A responsive response is one that follows the requirements of the ITN, 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> as described on the cover page. No late submissions can be accepted. It will be the Proposer's responsibility to submit the electronic response to the drop box on time. Respondent shall contact Bonfire for technical support if they experience difficulty uploading their submission at [support@gobonfire.com](mailto:support@gobonfire.com). Note that the official clock, for the purpose of receiving responses, is the Bonfire system timestamp. **Proposers are cautioned to allow adequate time to upload their submissions as uploading large files to certain platforms may require significant time.**
- 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/proposal and the employee has not, directly, or indirectly, participated in the development of bid/proposal specifications or in the recommendation for purchase or award
- 4.11.2 No employee or official of the Board of Trustees shall use bid/proposal 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 the school district (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.

## 5. SCOPE OF SERVICES

### Overview & Background

Florida Virtual School (FLVS) is soliciting proposals for an enterprise governance solution that will support business and technical users. The system will allow business users the ability to identify the systems and reports where data elements are used, the definition of those data elements, governance policies and the workflows that allow for collaboration and approval of changes to data definitions and data policies. The solution will provide technical users the ability to manage the organization's governance and compliance processes. It will provide technical users all functionality provided to business users and the functionality required to update and maintain workflows, data definitions, data policies, implement and maintain data security policy and support data tagging. The solution will provide self-service business intelligence functionality and data protection functionality. The primary objectives include measurable data consistency and a continual reduction in redundant reporting.

**5.1 Respondent Questionnaire, Functional and Technical Specifications.** The purpose of the Respondent Questionnaire (Section 5.1.A) and Functional and Technical Specifications (Section 5.1.B) is to ensure that the proposal matches the stated requirements specified herein. All Proposers **must** complete and submit, as part of their proposal, both the Respondent Questionnaire and the Functional and Specifications table(s) below.

**5.1.A Respondent Questionnaire.** All responses shall be based upon the current version of product offered (not future developments).

Respondent Questionnaire	
Software / Licensing	
1	What is your current product version and release date?
	Response:
2	Are upgrades included in the pricing?
	Response:
3	How frequently do you upgrade the product?
	Response:
4	How many product upgrades have there been in the past two years?
	Response:
5	FLVS requires access for up to 15 evaluation committee participants to a test environment with test data representing currently available functionality in the proposed solution. Temporary user id's, passwords and access instructions are to be included in the response section of this question. The test period shall begin on the date of bid opening and conclude on date the Intent to Award is published
	Response:
6	Describe how the application supports load testing for maximum number of users and maximum number of concurrent users
	Response:
Training & Support	
	Describe your training and knowledge transfer process for implementation.

7	Response:	
8	Describe the types of training and consulting services available post implementation. Are there active user groups or online forums?	
	Response:	
9	Describe other product support offerings not including training.	
	Response:	
<b>SLA</b>		
10	Describe in detail the Service Level Agreements including the details required upon customer reporting an incident, classifications and paths of escalation. Include minimum guaranteed levels of performance and subsequent penalties, service periods (i.e. monthly/quarterly), and credit process including timeframe.	
	Response:	
11	Respondent shall list downtime credits and remedies as follows:	
	Availability	Response: FLVS Credit % or Policy
	99.9% $\geq x^1$	N/A
	$99.5 \leq x < 99.9\%$	
	$99 \leq x < 99.5\%$	
	$98 \leq x < 99\%$	
	$x < 98\%$	
Response: Respondent shall populate table above.		
<b>Other</b>		
12	Describe how the proposed application assists analysts in determining the effectiveness of specific reports and dashboards, i.e. is effectiveness measured by star ratings, crowd sourcing, internal flags?	
	Response:	
13	Explain how the proposed application handles PII, protects data privacy, and supports compliance with regulations.	
	Response:	
14	Explain what database is your organization currently using internally to store Data (Metadata) Catalog (proprietary vs. Standard DBMS/Open Source).	
	Response:	
15	Describe the proposed application deployment options (on-premises, cloud or hybrid). Can it support both server-based and Web-based implementation?	
	Response:	
16	Describe if/how the proposed application identifies the following: <ul style="list-style-type: none"> <li>○ Who has used the data set?</li> <li>○ For what use cases has it been used?</li> <li>○ How frequently is it used?</li> <li>○ With what other data sets is it typically used or combined with?</li> </ul>	
	Response:	

<b>17</b>	List all programming code languages/environments able to be "crawled" to determine data lineage relationships.
	Response:
<b>18</b>	Describe how the proposed application provides solutions to each step in the analytics lifecycle from problem framing to data visualization.
	Response:
<b>19</b>	Describe the curation capabilities (add data sets, hide or remove data sets, add annotations, create metadata, add search terms and tags, identify stewards, tag security and/or compliance sensitive data, share tips and techniques, promote crowdsourcing of data and provide support for user collaboration /notations of metadata assets).
	Response:

5.1.B Functional and Technical Specifications. Proposer shall provide a response of “Yes” or “No”. A response of “Yes” affirms meeting or exceeding each specification which is included in the proposed pricing provided in Section 6 and to be delivered in accordance with the agreed upon schedule and stated final deliverable date.

Item Number	Description of General Specifications	Shall Meet Requirement/Specification YES or NO	
		Yes or No	Required, Preferred or Optional
	<b>Platform &amp; Operations</b>		
1	Allows tagging and searching of certified or approved data sets, sources, and reports.		Required
2	Supports data element definition and searching via business glossary/dictionary.		Required
3	Allows user to view relationships, issues, and sources through lineage and traceability diagrams.		Required
4	Supports multiple classification, categories and searching of dictionary elements (e.g., business, technical, regulatory).		Required
5	Provides prebuilt connectors, APIs, and/or integrations for common structured, semi-structured, and unstructured data sources		Required
6	Supports business term associations and hierarchies (term synonyms/hierarchies/composition).		Required
7	Includes data context information (use details) to ensure appropriate use.		Required
8	Identifies potentially duplicated reports/data.		Preferred
9	Includes the ability to catalog data preparation workflows to prescribe sequences for a set of operations.		Preferred
10	Does the system have the ability to customize rules/policies for the following operational procedures:		
	a) masking		Preferred
	b) obfuscation		Preferred
	c) transformation		Preferred
	d) redaction		Preferred
	e) substitution		Preferred
11	Provides ability to use outputs in native environments.		Preferred
12	Supports asynchronous data/report views with integrated systems.		Preferred
13	Supports data set, data source, and report comparison.		Preferred
14	Flags duplicated reports/data for Data Steward investigation		Optional

	Metadata	Yes or No	Required, Preferred or Optional
15	Supports searchable metadata tagging of authoritative data sets, sources, and reports (e.g., organizationally designated or certified versions).		Required
16	Supports user defined metadata tagging.		Required
17	Supports metadata, data set, source, and report historical versioning.		Required
18	Supports storage of metadata:		
	a) Technical		Required
	b) Operational		Required
	c) Social		Required
	d) Business		Required
19	Supports metadata imports.		Preferred
20	Supports review and approval of automatically populated metadata tags.		Optional
	Security/Privacy, Access Control, Logging & Auditing	Yes or No	Required, Preferred or Optional
21	Allow User security distinguishes between users, ability to assign security roles.		Required
22	Provides a read-only role. (TRAINING IN SYSTEM?)		Required
23	Does the system support audit logging of system, processes, and configuration changes?		Required
24	Ability to trace data from the original source, through analysis and reporting processes, to final analysis and reporting is a key component of trusted data.		Required
25	Provides information on data about curators, data stewards, SMEs, and/or data SMEs.		Required
26	Supports discovery of data sets, both for initial catalog build and ongoing discovery of new data sets.		Required
27	Supports data lineage traceability.		Required
28	Does the system support:		
	a) TLS 1.2 and higher		Required
	b) Interface with Active Directory		Optional
	c) Access control/Login FLVS SSO		Required
	d) Logged and audited events and user activities		Required
	e) Restful or other API allowing remote calls for multi-system analysis		Preferred

	f) Logout of inactive sessions		Preferred
	g) Supports authentication to data sources using local domain authentication, and cross domain authentication		Preferred
29	Supports user configurable data:		
	a) masking		Preferred
	b) obfuscation		Preferred
	c) transformation		Preferred
	d) redaction		Preferred
	e) substitution		Preferred
30	Ability to customize levels at which security constraints can be imposed:		
	a) data set level		Optional
	b) record/row level		Optional
	c) column/field level		Optional
	d) role-based		Optional
	e) by value		Optional
	f) data source		Optional
31	Does your solution include an updateable sandbox/demo environment supporting full production features and capabilities?		Optional
32	Does the system provide user customized alerting, and messaging?		Optional
33	Provides smart algorithms to expose data conflicts and identify data quality deficiencies.		Optional
34	Supports the identification of dependencies within a data source.		Optional
35	Supports ongoing user defined structured data discovery.		Optional
36	Supports ongoing user defined unstructured data discovery.		Optional
37	Automatically discovers and suggests missing lineage between data sets to ease manual entry of missing data lineage chains.		Optional



38	Product supports automated lineage visualization, vendor-agnostic Atlas-based integration.		Optional
	<b>Data Sources/Quality, Lineage, Discovery &amp; Schema</b>	<b>Yes or No</b>	<b>Required, Preferred or Optional</b>
39	Does the system provide smart algorithms to expose data conflicts and identify data quality deficiencies?		Optional
40	Does the system support the identification of dependencies within a data source.		Optional
41	Does the system provide the ability to trace data from the original source, through analysis and reporting processes, to final analysis and reporting is a key component of trusted data.		Required
42	Provides information on data about curators, data stewards, SMEs, and/or data SMEs.		Required
43	Supports discovery of data sets, both for initial catalog build and ongoing discovery of new data sets.		Required
44	Supports ongoing user defined structured data discovery.		Preferred
45	Supports ongoing user defined unstructured data discovery.		Preferred
46	Automatically discovers and suggests missing lineage between data sets to ease manual entry of missing data lineage chains.		Preferred
47	Product supports automated lineage visualization, vendor-agnostic Atlas-based integration.		Optional
48	Supports full data lineage traceability.		Required
	<b>Reporting, Search, Analytics &amp; Export</b>	<b>Yes or No</b>	<b>Required, Preferred or Optional</b>
49	Provides access to desired data sets directly from the catalog, including but not limited to:		
	a) PowerBI		Required
	b) Salesforce		Required
	c) Workday		Required
	d) ServiceNow		Required
50	Search results in near real-time.		Required
51	Access results in near real-time.		Required

52	Supports data set formats including:		
	a) SQL		Required
	b) Flat files		Required
	c) Tagged files		Required
	d) Document stores		Required
	e) Graph databases		Required
	f) Geospatial data		Required
	g) Text documents		Required
53	Allows capture of data transformations (stored procedures, XML, etc.) from full data set.		Preferred
54	Automatically captures data structures from SQL DB, excel / .csv, json, etc.		Preferred
55	Supports use of artificial intelligence and machine learning for metadata collection, semantic inference, and automated tagging.		Preferred
56	Includes natural language search capabilities.		Preferred
57	Supports robust search capabilities (including facets, keywords, technical names, business terms, user-defined, etc.).		Preferred
58	Identifies ineffective and/or redundant licensing.		Preferred
59	Includes ranking of results.		Optional
60	Identifies unused reports or inactive system files.		Optional
61	Identifies redundancies, and duplications of reports or dashboards.		Optional
	<b>Supported Systems</b>	<b>Yes or No</b>	<b>Required, Preferred or Optional</b>
62	Does your solution operate with the following:		
	a) Atlas MongoDB		Required
	b) Azure Cosmos DB		Required
	c) Azure Data Factory v1 and v2 /Synapse Pipelines		Required
	d) Azure Data Lake Storage		Required
	e) Azure DB		Required
	f) MySQL Server 5.6 and higher		Required

	g) Windows Server 2016 and higher		Required
	h) SQL Server Database Engine		Required
	i) SQL Server Integration Services		Required
	j) SQL Server Reporting Services		Required
	k) SQL Server Analysis Services		Required
63	Supports data (field, full data store, or other method) encryption with AES 256 or equivalent.		Required
	<b>Deployment</b>	<b>Yes or No</b>	<b>Required, Preferred or Optional</b>
64	Is your product available in a cloud environment?		Optional
65	Is your product available in on-prem environment?		Optional
66	Is your product available in a hybrid environment?		Optional
67	If on-premise, does it support custom DNS entries for the web application URL.		Optional
	<b>Misc.</b>	<b>Yes or No</b>	<b>Required, Preferred or Optional</b>
68	Solution has user accessible API.		Required
69	Catalog Usage – Ability to analyze catalog usage and adoption of metrics.		Required
70	Does the system have the ability to preview:		
	a) Datasets		Required
	b) Data profiles		Required
	c) User ratings		Required
	d) Data source information		Required
71	Supports rating or scoring of data sets, sources and reports.		Preferred
72	Supports data set, source, and report metadata/descriptions/comments.		Preferred
73	Semantic Mapping – Ability to derive searchable relationships between ingested sources' physical asset metadata.		Preferred
74	Supports role-based assignments and workflow for review, approval and publishing of metadata, data sets, sources, and reports.		Preferred

75	Supports leveraging known content in the identification of new or substantively changed content.		Optional
76	Artificial intelligence powered catalogs apply machine learning to automatically learn from human content additions for continued improvement in accuracy of automated tagging.		Optional
77	Application response times exceeding the applications historical response time must be resolved as a high priority issue		Required

## 5.2 Assumptions and Constraints

- FLVS will provide the awarded contractor with the requirements for FLVS systems integration
- FLVS and Respondent will agree upon a detailed, event driven, implementation plan
- Timely and reasonable response and resolution issues identified during project phases
- Solution must support accessibility standards (WCAG 2.1 AA and 508 compliant)
- **Warranty of Deliverables.** In the event defects of deliverables are identified within 12 months from the date of acceptance, Contractor shall execute corrections within 7 business days from notification at no additional cost.

## 5.3 Data and Content Ownership

- All data collected shall remain the sole property of FLVS. Upon termination or completion of contract, all data shall be returned to FLVS within five business days in the format specified.
- Respondent may utilize 'blind data' for the purpose of assessing performance metrics
- All content shall remain sole property of FLVS in perpetuity free from any copyright restrictions or limitations for future use.
- FLVS shall retain sole rights to utilize and / or modify all deliverables at its discretion.
- Upon award, FLVS shall retain 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 the awarded contract and subsequent statements of work as such rights are defined in any jurisdiction throughout the world (the "Work Product"). Contractor shall execute all documents that may be necessary to confirm FLVS' ownership of the Work Product, acknowledges that FLVS may use the Work Product in whatever way and for whatever purpose it chooses, in its sole discretion, and represents and warrants that any third parties who are permitted to contribute to the Work Product under this agreement are bound by all the obligations herein.

- 5.4 **Exceptions/Alternatives to the Scope:** Proposers shall specify exceptions requested for consideration to any section of the Invitation to Negotiate specified herein. FLVS at its sole discretion reserves the right to reject proposals with exceptions and/or alternatives to the scope of this ITN 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 FLVS Master Service 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:** All Respondents are required to complete this Section as shown.

- 6.1 **Part A - Cost Proposal Form:** Respondents shall complete the following table providing costs associated with the specified deliverables and services for all **applicable line items**, providing a total fixed cost. The Total 3 Year Fixed Cost shall be used for evaluation purposes. The cost provided should support your enterprise solution. If your total enterprise license/subscription cost is based upon a per user cost, you must provide the breakdown in section 6.1.B. The following defines the types and number of licenses required for subscription based pricing.

**“Super User”** (5 users) – Full system admin/configuration

**“Steward User”** (60 users) – ability to tag reports/views, review/take action on escalation of items (i.e. duplicated reports), ability to certify reports/data sets as meeting standards for use. Example – User can review a dashboard, tag it with metadata information, review the data source information along with filters or transformations made and certify the dashboard as be certified as a trusted source.

**“General User”** (500 users) – ability to search, access reports/views (based on security). Example – User can run a query for dashboards with the term “Student Enrollment” and receive results of such search and be able to then access that report (based on security) and/or request access to that information.

**This section shall be used for Cost Proposal evaluation purposes. Year 1 Enterprise License Subscription cost shall match the “total price” column in section 6.1B.**

Description: Fixed Fee Lump Sum Cost for the following:	Cost
<b>Year 1 Costs</b>	
Project Management (if not included in another line item)	\$
Implementation and Deployment Costs (if not included in other line)	\$
Training Costs (if not included in implementation)	\$
Year 1 Enterprise License/Subscription or System Cost	\$
Customization Costs (required for FLVS requirements)	\$
Year 1 Post Production/Maintenance Support	\$
<b>Total Year 1 Fixed Costs</b>	<b>\$</b>
<b>Year 2 Costs</b>	
Year 2 License/Subscription or System Cost	\$
Ongoing Post-Production / Maintenance Support	\$
<b>Year 3 Costs</b>	
Year 3 License/Subscription or System Cost	\$
Ongoing Post-Production / Maintenance Support	\$
<b>Other Costs</b>	
Other Costs Not Listed	\$
<b>Total 3 Year Fixed Cost</b>	<b>\$</b>
<b>Optional Annual Renewal Total Cost:</b>	

Notes:

- The awarded contract will be a 3 year contract paid in annual installments.
- Respondent shall provide the detailed breakdown of the above line items showing how line items costs was determined.
- Other costs in this section pertain to additional services not specified but necessary to satisfy stated requirements as described.

**Part B - Licensing Costs Proposal Form:** Respondents submitting proposals based on license/subscription pricing are required to complete this section as described in the bullets below.

- The estimated quantity for a **Super User** license is 5
- The estimated quantity for **Steward User** licenses is 60
- The estimated quantity for **General User** licenses is 500
- **Extended Price** is Unit Price x Quantity for each license type
- **Total Price** is Super User Extended price + Steward User Extended Price + General User Extended price

Description	License Type Concurrent, Named or Enterprise	Super User (5)		Steward User (60)		General User (500)		Total Price (Required)
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
Example	Concurrent	\$50	\$250	\$30	\$1,800	\$10	\$5,000	\$7,050
Year 1 Licensing								\$
Year 2 Licensing								\$
Year 3 Licensing								\$
TOTAL 3 Year Licensing Cost								\$
Renewal Option 1								\$
Renewal Option 2								\$
Renewal Option 3								\$

**Part C – Concurrent Licensing Cost Proposal Form:** Respondent shall provide pricing for additional concurrent usage when estimated license usage has been exceeded **if applicable**.

Additional Per Super User License Cost: \$ \_\_\_\_\_

Additional Per Steward License Cost: \$ \_\_\_\_\_

Additional Per General License Cost: \$ \_\_\_\_\_

**Part D – P-Card Acceptance**

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

☐ Yes ☐ No  
(Check one)

- 6.2. **Hourly Rates:** Respondents shall complete the following table These rates will apply for any SOW's and FLVS approved implementation change orders. (This information shall be uploaded separately into Bonfire. No pricing shall be contained within the main proposal document)

Position Title	Role	Hourly Rate
		\$
		\$
		\$
		\$

- 6.3 **Alternative Pricing:** May be provided in Addition to Fixed Price (not as a replacement to the above). Include available pricing tier discounts that may be available.

Detailed Description	Total
	\$

6.4 **Additional Services (optional)**

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

6.5 **Cost Proposal General Notes:**

- Unit price will be used to determine the correct extended price if calculation error is found.
- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the 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 Bid/Proposal(s) 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/proposal evaluation purposes.
- FLVS Travel Policy – INTENTIONALLY OMITTED as there is no travel contemplated for this ITN.
- FLVS shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible personal property in the performance of contracts for the improvement of FLVS-owned real property as defined in Chapter 192 of the Florida Statutes. FLVS shall provide a Tax Exemption Certificate upon request.



## **7. GENERAL TERMS AND CONDITIONS**

Attached as Appendix L (in the Required Forms Packet) is the FLVS Master Service Agreement. By submitting a response to this ITN, Respondents 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 ITN 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 ITN, 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 ITN; postpone or cancel, at any time this ITN process; or waive any irregularities in this ITN, or in the responses received as a result of this ITN. 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 ITN. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this ITN, FLVS shall immediately notify awardee(s) of such occurrence and this ITN 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 ITN 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 ITN 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.
- 7.13.2 Performance Bond **INTENTIONALLY OMITTED**
- 7.13.3 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 ITN, 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.

**“Invitation to Negotiate” (ITN)** means a competitive solicitation utilized for complex procurements; usually results in simultaneous negotiations with two or more top-ranked firms.

**“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.

**“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.