



FLORIDA VIRTUAL  
SCHOOL

## REQUIRED FORMS PACKET

SOLICITATION NAME:

SOLICITATION NUMBER:

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## RFP Introduction – Respondent Requirements Checklist

### Authorized Parties and Contact Information

Primary Contact Details (name, address, telephone, email)	Yes	No
List of persons authorized signatures for proposing organization attached.	Yes	No

### Appendix and Attachments

Section 3.1.3	Cover Letter	Yes	No
Section 3.1.4	Respondent Requirements Checklist	Yes	No
Section 3	Compliance Information	Yes	No
Section 3.1.1	Redacted and Original Copy of Proposal and Completed Forms	Yes	No
Section 3.1.5	Financial Stability Compliance including Ratios	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, Experience and References (including 3 letters of reference)	Yes	No
Section 3.3	Methodology and Approach to Meet or Exceed Scope of Services	Yes	No
Section 3.4	Requirements Table	Yes	No
Section 3.5	Quality of Samples	Yes	No
Section 3.6	Cost Proposal & P Card Acceptance Response	Yes	No
Section 5	Exceptions / Alternatives	Yes	No
Section 6	Cost Proposal Forms (all)	Yes	No
Section 7.18	Certificate of Insurance (with active/adequate coverage)	Yes	No
Appendix A	Vendor'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 Nondisclosure Agreement	Yes	No
Appendix E	Addenda Form / Dispute Resolution Clause	Yes	No
Appendix F	Fair Labor Act / Public Crimes / Federal Debarment Certifications	Yes	No
Appendix G	Drug Free Workplace Certification	Yes	No
Appendix H	Public Records Act / Chapter 119 Requirements	Yes	No
Appendix I	Anti-Lobbying Certification	Yes	No
Appendix J	Reference Release Form	Yes	No
Appendix K	E-Verify Certification and Affidavit, Vendor Application, and W-9 Form	Yes	No
Appendix L	Sample Standard Master Service Contract Form	Yes	No

Comments/Notes:

## 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:

2020

2019

2018

2017

2016

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 3.2.1.

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**

## Appendix A – Vendor’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 – Acknowledgement of Business Type

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the 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

### Notary Public:

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

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

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

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

## Appendix C – Statement of Affirmation and Intent

TO: FLORIDA VIRTUAL SCHOOL, PROCUREMENT DIVISION

PROJECT:

DATE:

The undersigned, hereinafter called the 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

Sworn to and subscribed before me this

day of

20

.

\_\_\_\_\_  
Notary Public Signature

Commission Expiration Date



## Appendix D – Mutual NonDisclosure Agreement

This Mutual Nondisclosure Agreement (this "*Agreement*") is made and entered into as of \_\_\_\_\_ by and between Florida Virtual School, a body politic corporate and political subdivision of the State of Florida, and \_\_\_\_\_ referred to from this point as "*Company*"). Florida Virtual School (FLVS) and the Company agree as follows:

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

**IF THE 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: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.**

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

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

**Florida Virtual School**

**Signature:**

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

**Title:** President and CEO

**Date:**

**Company**

**Signature:**

**Print Name:**

**Title:**

**Company/School/District:**

**Phone Number:**

**Email:**

**Date:**

## **Appendix E – 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:

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### **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.

## **Appendix F – Fair Labor Standards Act / Public Crimes / Federal Debarment Certifications**

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

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

Company Official Signature:

Date:

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### **Public Entity Crimes**

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

Company Official Signature:

Date:

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### **Federal Debarment Certifications**

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

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

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

Company Official Signature:

Date:

## **Appendix G – Drug-Free Workplace Certification**

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

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

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

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

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

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

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

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

Company Official Signature:

Date:

## **Appendix H – Public Records Act / Chapter 119 Requirements**

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

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

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

Company Official Signature:

Date:

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 I – Anti-Lobbying Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:

## Appendix J – 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:

FLORIDA VIRTUAL  
SCHOOL

COUNTY OF )

- Type of Identification Produced:





## Appendix K - 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 K - W-9**  
**Request for Taxpayer**  
**Identification Number and Certification**

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

**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.

<b>Sign Here</b>	<b>Signature of U.S. person ►</b>	<b>Date ►</b>
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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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.





## Appendix L - Sample Standard Master Service Contract Form

### FLORIDA VIRTUAL SCHOOL Standard Master Service Contract Form

Solicitation Title

Solicitation Number

Contract Number

1. This Contract is entered into between FLVS and the Contractor named below:

Entity Name

**Florida Virtual School**

(hereafter called FLVS)

Contractor's Name

(hereafter called Contractor)

2. Contract to Begin:

Date of Completion:

Renewals:

3. Performance Bond, if any:

Other Bonds, if any:

NA

4. Maximum Amount of this  
Contract: \$

5. Authorized Person to Receive Contract Notices for  
**FLVS:**

Authorized Person to Receive Contract Notices for  
Contractor:

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

Attachment 1 – **FLVS Standard Master Service Contract Terms and Conditions for Services**

Attachment 2 – **Solicitation (referenced above)**

Attachment 3 – **Solicitation (referenced above) Addendum**

Attachment 4 – **Contractor's Final Response**

Attachment 5 --**Statements of Work (SOW) & Change Orders**

Attachment 6 - **Contract Renewal Amendments (if any)**

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

7.

**Contractor**

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*

By *(Authorized Signature)*

Date Signed

Printed Name and Title of Person Signing

Address

8.

**FLVS**

FLVS Name

**Florida Virtual School**

By *(Authorized Signature)*

Date Signed

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Printed Name and Title of Person Signing <b>Louis J. Algaze, Ph.D. - President and CEO</b>
Address <b>2145 Metrocenter Blvd. Orlando, Florida 32835</b>

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

**1. DEFINITIONS AND GENERAL INFORMATION**

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

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

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

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

**1.4 Construction of Contract:** FLVS and the contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Agreement is their joint product. FLVS and the Contractor agree that they have had their respective attorneys review and approve this Agreement or that they have had the opportunity to do so. Time is of the essence with regard to each and every obligation of the Contractor contained in the Agreement. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.

## **2. DURATION OF CONTRACT**

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

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

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

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

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

## **3. DESCRIPTION OF SERVICES**

**3.1 Statement of Work (SOW):** All Services shall be provided in accordance with the specifications contained in the attached Statement of Work, the terms of the Contract, and as further described in Contractor's Response.

**3.2 Non-Exclusive Rights.** The Contract is not exclusive. FLVS reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.

**3.3 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

## **4. COMPENSATION**

**4.1 Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract and final pricing documents as incorporated into FLVS Standard Master Service Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. FLVS shall pay the amount set out in Attachment 3 or in the applicable Statements of Work for any goods and/or services purchased hereunder. Payments made to the Contractor may be by a Visa Purchasing Card.

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

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

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

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

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

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

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

**4.6 Most Favored Nation/Pricing.** Most Favored Nation/Pricing. Contractor guarantees that all of 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 Contract which provides for benefits or terms more favorable than those contained herein, then this Contract 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

- 5.1 Immediate Termination.** This Contract will terminate immediately and absolutely if FLVS determines that adequate funds are not appropriated or granted or funds are de-appropriated such that FLVS cannot fulfill its obligations under the Contract, which determination is at FLVS sole discretion and shall be conclusive. Further, FLVS may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
- 5.1.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - 5.1.2** FLVS determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - 5.1.3** The Contractor fails to comply with confidentiality laws or provisions; and/or
  - 5.1.4** The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- 5.2 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for FLVS to declare the Contractor in default of its obligations under the Contract:
- 5.2.1** The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to FLVS satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
  - 5.2.2** FLVS determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - 5.2.3** The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - 5.2.4** The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or FLVS reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - 5.2.5** The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - 5.2.6** The Contractor has engaged in conduct that has or may expose FLVS to liability, as determined in FLVS sole discretion; or
  - 5.2.7** The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of FLVS.
  - 5.2.8** The Contractor is found guilty of a public crime.
- 5.3 Notice of Default.** If there is a default event caused by the Contractor, FLVS shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in FLVS written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, FLVS may:
- 5.3.1** Immediately terminate the Contract without additional written notice; and/or
  - 5.3.2** Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
  - 5.3.3** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 5.4 Termination Upon Notice.** Following thirty (30) days' written notice, FLVS may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the

Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to FLVS up to and including the date of termination.

**5.5 Termination Due to Change in Law.** FLVS shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

**5.5.1** FLVS authorization to operate is withdrawn or there is a material alteration in the programs administered by FLVS; and/or

**5.5.2** FLVS duties are substantially modified.

**5.6 Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by FLVS, FLVS shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which FLVS is obligated to pay pursuant to the Contract or Purchase Order. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to FLVS under the Contract in the event of termination. The FLVS shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**5.7 The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of FLVS, the Contractor shall:

**5.7.1** Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters FLVS may require;

**5.7.2** Immediately cease using and return to FLVS, any personal property or materials, whether tangible or intangible, provided by FLVS to the Contractor;

**5.7.3** Comply with FLVS instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

**5.7.4** Cooperate in good faith with FLVS and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and

**5.7.5** Immediately return to FLVS any payments made by FLVS for Services that were not delivered or rendered by the Contractor.

## **6. CONFIDENTIAL INFORMATION**

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

**6.1.1** The Contractor shall provide to FLVS a written description of the Contractor's policies and procedures to safeguard confidential information;

**6.1.2** Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

**6.1.3** The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

**6.1.4** The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of FLVS at all times. Some Services performed for FLVS may require the Contractor to sign a nondisclosure agreement. Contractor understands and

agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- 6.2 No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of FLVS, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of FLVS. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of FLVS.
- 6.3 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify FLVS and cooperate with FLVS in any lawful effort to protect the confidential information.
- 6.4 Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to FLVS any unauthorized disclosure of confidential information.
- 6.5 Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## **7. INDEMNIFICATION**

- 7.1 Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless FLVS, its Board of Directors, and all State of Florida officers, employees, agents, and volunteers who are engaged in any activities relating to the Contract (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
  - 7.1.1** Any breach of the Contract;
  - 7.1.2** Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - 7.1.3** Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
  - 7.1.4** The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
  - 7.1.5** Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - 7.1.6** The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - 7.1.7** Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
  - 7.1.8** Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Florida or the United States;
  - 7.1.9** Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - 7.1.10** Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
- 7.2 Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is also covered by the State of Florida Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of

subrogation against the FLVS, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

- 7.3 Litigation and Settlements.** . No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties. Both parties recognize that the Florida Legislature has waived sovereign immunity for liability relating to certain torts, but only to the extent specified in § 768.28 of the Florida Statutes.

#### **7.4 CLAIMS AND DISPUTES**

- 7.4.1** The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.
- 7.4.2** Initial notice of Claims by Contractor shall be made in writing to FLVS within seven (7) calendar days after the first day of the event giving rise to such Claim or else Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to FLVS within thirty (30) calendar days after the occurrence of the event, unless FLVS grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.
- 7.4.3** Contractor shall proceed diligently with its performance as directed by FLVS, regardless of any pending Claim, unless otherwise agreed to by FLVS in writing. FLVS shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

- 7.5 Intellectual Property Indemnification.** Contractor shall, at its own expense, indemnify, defend and hold harmless the Indemnified Parties, from and against any third-party liabilities, claims, demands or suits alleging that the Indemnifying Party's goods or services infringes any patent, trademark, copyright or other Intellectual Property right of a third party and shall pay all damages awarded or agreed to under a settlement for the Indemnified Parties;

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- 7.5.1** Procure for FLVS the right to continue using the Services;
- 7.5.2** Replace or modify the same to the reasonable satisfaction of FLVS so that it becomes non-infringing; or
- 7.5.3** Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to FLVS if any such patent, copyright, or trademark infringement or claim thereof is based upon or arises out of:

- 7.5.4** Compliance with designs, plans or specifications furnished by or on behalf of FLVS as to the Services;
- 7.5.5** Use of the Services in combination with apparatus or devices not supplied by Contractor, but only if combination is the cause of the infringement; or
- 7.5.6** Use of the Services in a manner for which the same was neither designed nor contemplated.

- 7.6 Procedure for Indemnification.** For all claims subject to indemnification obligations, FLVS will: (i) provide prompt notice to Contractor of the claim (but delayed notification shall not constitute a basis for avoiding indemnification unless the delay materially prejudices Contractor's ability to defend the claim); (ii) subject to approval of the Attorney General of the State of Florida, provide Contractor with control over



the defense and/or settlement of such claim (with the Indemnified Parties retaining the right to be represented by their own counsel at their own expense if they so elect), and (iii) provide reasonable cooperation and assistance, with regard to such claim. Contractor may not resolve any claims against FLVS in a manner that imposes any liability other obligations on the Indemnified Parties without FLVS' prior written consent.

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

## **8. INSURANCE**

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

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

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

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

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

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

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

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

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

## 9. BONDS

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

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

## 10. WARRANTIES

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

the Contract are or will be fully satisfied by the Contractor so that FLVS will not have any obligations with respect thereto.

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

hardware, software or data which the Work Product is designed to work with; (g) unless approved by FLVS in advance, the Work Product and any materials licensed with it are and shall be free from all liens and encumbrances, shall not contain any "open source" software, freeware or software subject to any public license or similar license obligations; (h) the Work Product, any materials licensed with it and FLVS exercise of its rights hereunder, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, right of publicity or privacy, or other right or interest of any third party, will not constitute libel or slander against, any person, firm or corporation, and no such third party claims are pending or have been asserted or threatened as of the Effective Date; and (i) any maintenance, support or other services performed hereunder shall be performed in a professional and competent manner in accordance with industry standards and in compliance with all applicable laws, regulations and orders.

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

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

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

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

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

- 10.13 Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by FLVS as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- 10.14 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/emp>, 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. Contractor and its subcontractors shall complete and return the FLVS E-Verify Certification and Affidavit.
- 10.15 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 Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by FLVS. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of FLVS. The Contractor shall provide immediate notice to FLVS of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to FLVS of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
- 10.16 Jessica Lunsford Act:** Effective September 1, 2005, in order to be in compliance with the Jessica Lunsford Act, Awardees meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by our Human Resources Department. This consists of a FDLE/FBI criminal record and fingerprint search. Contractor shall assign no person to perform work hereunder who has any form of criminal record without the prior written authorization of FLVS.

Three Criteria:

1. Who are permitted access on school grounds when students are present.
2. Who have direct contact with students (including through electronic mediums, including but not limited to e-mail, telephone, chat rooms, and virtual classrooms).
3. Who have access to or control of school funds.

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

- 10.17 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

## **11. PRODUCT RECALL**

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, FLVS, any governmental Agency, or court having jurisdiction to contain a defect, serious

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

## **12. SOLICITATION OF EMPLOYEES**

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

## **13. CONTRACT ADMINISTRATION**

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

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

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

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

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

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

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

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

**13.3 Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of FLVS, then FLVS must obtain approval of the amendment from the Board. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of FLVS and the Contractor.

**13.4 Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit FLVS, and the Contractor.

**13.5 Choice of Law and Forum.** The laws of the State of Florida shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Orange County, Florida. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to FLVS.

**13.6 Attorney's Fees.** If any action is commenced to construe or enforce any term, covenant, or condition of this Agreement, the prevailing party in such action shall be entitled to all costs and expenses of said action (including reasonable attorney's fees at the trial and appellate levels) from the unsuccessful party in said action.

**13.7 Arbitration.** In the event of any controversy or claim arising out of or relating to this Agreement, the parties specifically and irrevocably agree to submit such controversy or dispute to resolution by arbitration to be conducted in Orange County, Florida, in accordance with the arbitration rules of the American Arbitration Association. A judgment upon any award or decision rendered by the arbitrator shall be entered by a court having subject matter jurisdiction therein and all parties expressly waive any challenge to the use of arbitration in accordance with this paragraph. The parties hereto agree that jurisdiction ad venue for the entry of a judgment upon said arbitration award or decision shall be in Orange County, Florida. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any representatives of the arbitrators, the cost and charges of the American Arbitration Association and all reasonable attorney's fees and costs to the prevailing party in the arbitration.

**13.8 Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which

may occur between FLVS and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to FLVS of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either FLVS or the Contractor may elect to submit the matter for mediation. Either FLVS or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Orlando, Florida; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith.

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

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

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



liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

- 13.15** Supersedes Former Contracts or Agreements. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between FLVS and the Contractor for the Services provided in connection with the Contract.
- 13.16** Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of FLVS and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 13.17** Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in FLVS Standard Master Service Contract Form. Each such notice shall be deemed to have been provided:
- 13.17.1** At the time it is actually received; or,
- 13.17.2** Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
- 13.17.3** Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.
- From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 13.18** Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or undischarged.
- 13.19** Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of FLVS and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- 13.20** Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to FLVS are responsive to FLVS's requirements and requests in all respects.
- 13.21** Authorization. The persons signing this Contract represent and warrant to the other parties that:
- 13.21.1** It has the right, power and authority to enter into and perform its obligations under the Contract; and
- 13.21.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.22** Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

- 13.23 Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to FLVS throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall grant access to all records pertaining to the Contract to FLVS's authorized representative. The Contractor shall permit onsite access visits by designated FLVS employees or agents to conduct audits. These audits may require FLVS access to records and data, computers or communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- 13.24 Solicitation.** The Contractor warrants that no person or selling FLVS (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 13.25 Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that FLVS is immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.
- 13.26 Public Records.** Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD. The parties agree that if the contractor fails to comply with a public records request, then Florida Virtual School must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

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

- 13.27 Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any Agency of the State of Florida or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify FLVS if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

- 13.28** Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, FLVS trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of FLVS.
- 13.29** Taxes. FLVS is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. FLVS is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided FLVS with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
- 13.30** Certification Regarding Sales and Use Tax. By executing the Contract, the Contractor certifies it is registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Florida law. The Contractor also acknowledges that FLVS may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in FLVS or its representative filing for damages for breach of contract.
- 13.31** Delay or Impossibility of Performance. Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- 13.32** Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 13.33** Counterparts. FLVS and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same Order.
- 13.34** Further Assurances and Corrective Orders. FLVS and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further Orders as may reasonably be required for carrying out the expressed intention of the Contract.
- 13.35** Transition Cooperation and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to FLVS or another contractor. The Contractor shall provide full disclosure to FLVS and the third-party contractor about the equipment, software, or services required to perform the Services for FLVS. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to FLVS or to another contractor.
- Further, in the event that FLVS has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.
- 13.36** Order of Preference. In the case of any inconsistency or conflict among the specific provisions of FLVS Standard Master Service Contract Terms and Conditions (including any amendments accepted by both FLVS and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
- (i) First, by giving preference to the specific provisions of FLVS Standard Master Service Contract Terms and Conditions.
  - (ii) Second, by giving preference to the specific provisions of the SOW.

- (iii) Third, by giving preference to the specific provisions of the RFX, Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by FLVS in writing shall not be included in this Contract and shall be given no weight or consideration.

**13.37 Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of FLVS cannot be implied from the Contractor's Response. Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here or in the RFX; or
- (ii) Contractor fails to carry out the requirements of this contract.

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

**13.39 Travel.** If Anticipated Contractor travel costs are included in contractor rates and fees for scope deliverables. FLVS will not be invoiced separately for Contractor travel expenses related to this anticipated travel. If Contractor arranges for their own travel, FLVS will only reimburse up to the limits of Chapter 112 of FL Statutes.

## **14 FEDERAL PROVISIONS**

**14.1** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**14.2** All Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**14.3 Rights to Inventions Made Under a Contract or Agreement.** 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.

**14.4 Environmental Protection.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

**14.5 Debarment and Suspension Certification.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide

exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**14.6 Lobbying Certification Contract must adhere to:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**ATTACHMENT 2**  
**FLVS STANDARD MASTER SERVICE CONTRACT**  
**Solicitation**

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

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

**[Attach Solicitation Addendum if Any]**

**ATTACHMENT 4**  
**FLVS STANDARD MASTER SERVICE CONTRACT**

**Contractor's Final Response**

**[Insert Contractor's Proposal]**



**ATTACHMENT 5**  
**FLVS STANDARD MASTER SERVICE CONTRACT**  
**Statement of Work (SOW) & Change Orders**

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



FLORIDA VIRTUAL  
SCHOOL

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

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**Master Service Agreement #XXXXXX for: XXXXXX**

**1. Term of SOW:** Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ **Project**

**2. Description and Scope**

This statement of work pursuant to the terms of the MSA# XXXXXX between FLVS and XXXXXX identified above is for the purpose of XXXXX. XXXXXX 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 #XXXXXX. Any changes must be mutually agreed upon through issuance of FLVS Change Order.

Deliverables	Cost
--------------	------

	\$
	\$
	\$
	\$
	\$
Completion	\$
<b>TOTAL</b>	<b>\$</b>

**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.
- Invoices must include the FLVS purchase order number and be sent to FLVS Accounts Payable ([accounts payable@flvs.net](mailto:accounts payable@flvs.net)) with a copy to XXXXX at [XXX@flvs.net](mailto:XXX@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:

- the Contractor completes the task
- FLVS secures the deliverable elsewhere.
- 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 #XXXXXXXXXX, 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.**

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**Contractor**

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Contractor’s Name *(If other than an individual, state whether a corporation, partnership, etc.)*

---

By *(Authorized Signature)*

Date Signed

Printed Name and Title of Person Signing

---

Address

---

---

**FLVS**

---

FLVS Name

---

By *(Authorized Signature)*

Date Signed

Printed Name and Title of Person Signing

---

Address

**2145 Metro Center Blvd. Suite 200, Orlando, FL 32835**

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SOW Reviewed by:	Signature:	Date of Review:
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**ATTACHMENT 6**  
**FLVS STANDARD MASTER SERVICE CONTRACT**

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

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

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



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# VENDOR CYBERSECURITY COMPLIANCE PROGRAM

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***[NIST SP 800-53 REV4 CYBERSECURITY REQUIREMENTS]***

**Florida Virtual School**

**PUBLIC**

Public Release Authorized

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## INSTRUCTIONS TO VENDORS

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FLVS' data protection strategy includes the requirement to ensure the security of data protection controls, regardless of the location or the party responsible for those controls. As a vendor, you serve a crucial role to achieve this goal and your cooperation is greatly appreciated.

All vendors are expected to meet the minimum controls identified in this document. In some cases, FLVS may require a written response that may be an attestation of compliance, a submission of supporting documentation, or both.

If FLVS requests a written response from your organization, you are required to submit an electronic copy of the document(s) confirming compliance. If there are any requirements that are out of scope or that cannot be complied with, those requirements must be fully explained with a business justification and if there are any compensating controls that may exist to reduce risk associated with one of FLVS' vendor requirements not being met.

Please note that if your organization processes, stores or transmits FLVS data that is considered "sensitive," additional data protection controls may be required.



## VENDOR COMPLIANCE PROGRAM OVERVIEW

### VENDOR COMPLIANCE POLICY

Vendors must protect the confidentiality, integrity, and availability of Florida Virtual School (FLVS) data and systems, regardless of how the data is created, distributed or stored. Vendors' security controls must be tailored accordingly so that cost-effective controls can be applied commensurate with the risk and sensitivity of the data and system, in accordance with all legal obligations.

*Management Intent: The successful implementation of FLVS' program depends on the successful implementation of each vendor's security controls.*

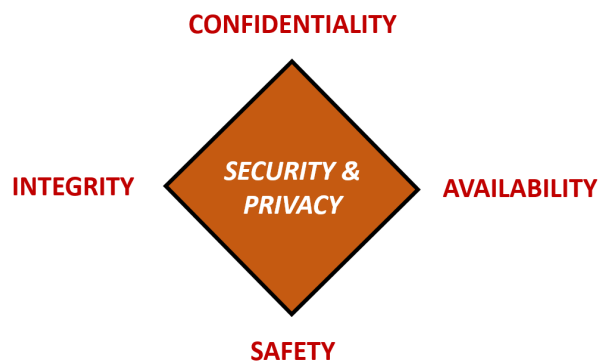
### MANAGEMENT DIRECTION FOR VENDOR CYBERSECURITY

The objective of this Vendor Compliance Program (VCP) is to provide direction to vendors for cybersecurity requirements that are in accordance with FLVS' business requirements, as well as relevant laws and other legal obligations for data security and privacy.<sup>1</sup>

FLVS is committed to protecting its employees, partners, clients and FLVS from damaging acts that are intentional or unintentional. Effective security is a team effort involving the participation and support of every vendor that interacts with FLVS data and/or systems. Therefore, it is the responsibility of VENDOR to be aware of and adhere to FLVS' cybersecurity requirements.

Protecting FLVS data and the systems that collect, process and maintain this data is of critical importance. Therefore, the security of systems must include controls and safeguards to offset possible threats, as well as controls to ensure the confidentiality, availability and integrity of the data:

Commensurate with risk, cybersecurity and privacy measures must be implemented to guard against unauthorized access to, alteration, disclosure or destruction of data and systems. This also includes protection against accidental loss or destruction. The security of systems must include controls and safeguards to offset possible threats, as well as controls to ensure confidentiality, integrity, availability and safety:



- **CONFIDENTIALITY** – Confidentiality addresses preserving restrictions on information access and disclosure so that access is limited to only authorized users and services.
- **INTEGRITY** – Integrity addresses the concern that sensitive data has not been modified or deleted in an unauthorized and undetected manner.
- **AVAILABILITY** – Availability addresses ensuring timely and reliable access to and use of information.
- **SAFETY** – Safety addresses reducing risk associated with embedded technologies that could fail or be manipulated by nefarious actors.

Security measures must be taken to guard against unauthorized access to, alteration, disclosure or destruction of data and systems. This also includes against accidental loss or destruction.

### SCOPE

The requirements of the VCP applies to all vendors, contractors, consultants, interns or other third-parties that support FLVS operations. This includes all stakeholders involved in transmitting, processing and storing FLVS data.

<sup>1</sup> ISO/IEC 27002:2013 – 5.1

## INTENT

FLVS' **Minimum Security Requirements (MSR)** for cybersecurity are comprehensive in nature. Therefore, FLVS expects VENDOR to also have a comprehensive set of cybersecurity policies, standards, procedures and controls to protect FLVS' data and systems.

VENDOR's cybersecurity program must be reasonably designed to achieve the following objectives:

- Ensure the Confidentiality, Integrity, Availability and Safety (CIAS) of FLVS systems, applications, services and data;
- Perform ongoing risk management practices to maintain situational awareness of risk;
- Reasonably protect against any anticipated threats or hazards.

## CYBERSECURITY PRACTICES ALIGNMENT

The National Institute of Technology & Standards (NIST) Special Publication 800-53 revision 4 (rev 4) represents leading industry-accepted best practices for cybersecurity. Therefore, FLVS' minimum security requirements for its vendors are consistent with NIST 800-53 rev 4 moderate baseline requirements to ensure due care and due diligence in maintaining its cybersecurity program.

## CYBERSECURITY DOCUMENTATION

In order to reduce possible confusion, VENDOR must be aware of and abide by FLVS' use of terminology for cybersecurity documentation:

- (1) Core policy that establishes management's intent;
- (2) Control objective that identifies leading practices;
- (3) Standards that provides quantifiable requirements;
- (4) Controls identify desired conditions that are expected to be met;
- (5) Procedures / Control Activities establish how tasks are performed to meet the requirements established in standards and to meet controls; and
- (6) Guidelines are recommended, but not mandatory.

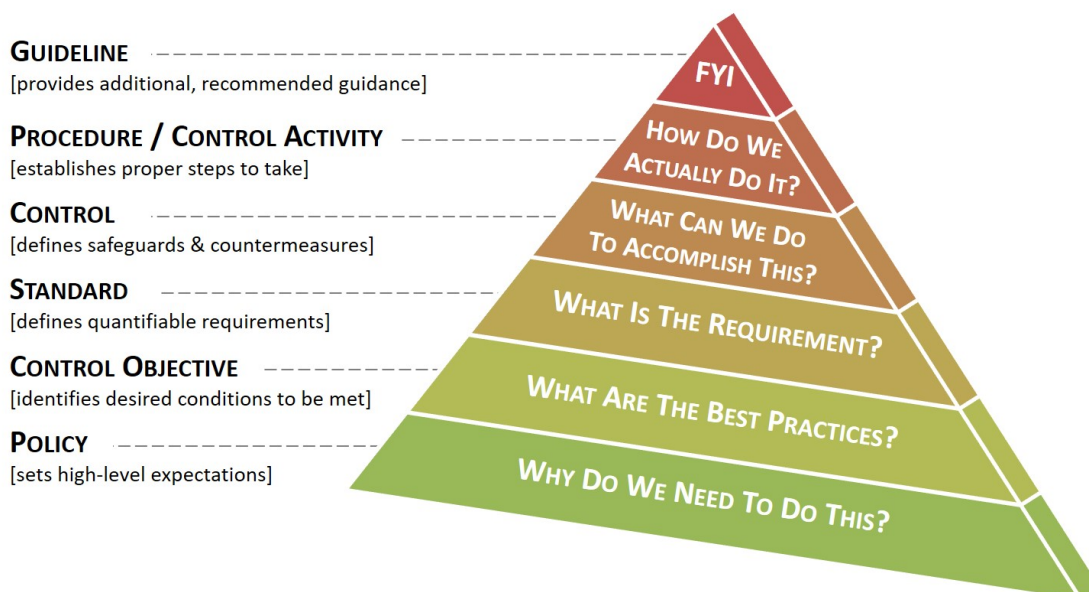


Figure 1: cybersecurity Documentation Framework

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## VENDOR CYBERSECURITY RESPONSIBILITIES

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### CYBERSECURITY PROGRAM MANAGEMENT (PM)

VENDOR is expected to implement IT security program management controls to provide a foundation for VENDOR's Information Security Management System (ISMS).

#### CYBERSECURITY PROGRAM

1. Cybersecurity Policy: VENDOR must have a documented cybersecurity policy in place which meets applicable industry standards and which is subject to review by FLVS under a Non-Disclosure Agreement (NDA). This policy must be reviewed on a regular basis by VENDOR.
2. Cybersecurity Management: VENDOR must develop a data security program that documents the policies, standards, and controls in use that relate to the provisions outlined below. This security plan must include organizational, administrative, technical, and physical safeguards and standards appropriate to the size and complexity, the scope of the activities and the sensitivity of the information at issue.
3. Management Commitment: VENDOR must have executive-level direction on cybersecurity and be able to demonstrate management commitment.

#### CYBERSECURITY GOVERNANCE

1. Contract: Before VENDOR can collect, use, transfer or store FLVS business information or systems, VENDOR must have a valid contract, statement of work, or purchase order with the privacy and security language in place.
2. Cybersecurity Function: VENDOR must have an established cybersecurity function that has VENDOR's enterprise-wide responsibility for promoting cybersecurity.
3. FLVS-Specific Security Coordination: VENDOR must appoint an individual to coordinate the cybersecurity arrangements specific to FLVS.
4. Cybersecurity Audit / Review: The VENDOR's cybersecurity program must be subject to thorough, independent and regular security audits/reviews.
5. Cybersecurity Architecture: VENDOR must establish a cybersecurity architecture that provides a framework for the application of standard security controls throughout the VENDOR's enterprise.

#### COMPLIANCE

1. Statutory / Regulatory / Contractual Compliance: VENDOR must maintain a process to be aware of and be compliant with all applicable statutory, regulatory and contractual compliance requirements. Examples include but are not limited to FERPA, PCI DSS, HIPAA, SOX, and GLBA.
2. Compliance Status: VENDOR must have a process to document non-compliance of any statutory, regulatory or contractual requirement:
  - a. VENDOR must identify and quantify the risks and mitigation plans and document the business decision for alternate controls or risk acceptance; and
  - b. The mitigation plan and business decision must be signed off by the Chief Information Officer (CIO) or an authorized individual who can accept responsibility and accountability on behalf of the VENDOR.
3. Breach Notification: VENDOR must maintain a documented breach notification process that meets all applicable legal and contractual requirements. The FLVS business owner of the solution must:
  - a. Approve VENDOR breach notification process; and
  - b. Own the FLVS response process.
4. Payment Card Industry Data Security Standard (PCI DSS): If VENDOR's solution processes, stores or transmits FLVS customers' cardholder data, VENDOR falls within scope of FLVS' PCI DSS compliance and therefore must:

- a. Maintain documented compliance with the most current version of the PCI DSS;
- b. Conduct quarterly network scans by an Approved Scanning Vendor (ASV); and
- c. Obtain a Report of Compliance (ROC) from an annual on-site PCI Data Security Assessment with a Qualified Security Assessor (QSA).
  - i. VENDOR may provide an annual Self-Assessment Questionnaire (SAQ) in lieu of an annual ROC that is issued by a QSA.

## HUMAN RESOURCES SECURITY

1. Requirements for Employment: VENDOR must maintain contractual agreements with employees, contractors, consultants and/or other third-party staff that formally documents their responsibilities for cybersecurity.
2. Roles and Responsibilities: VENDOR must define and document security roles and responsibilities of employees, contractors and third party users to incorporate FLVS' data protection control requirements, to the extent permitted by applicable law:
  - a. All employees, contractors, and third-party users must be notified of the consequences for not following your security policy in handling FLVS data.
  - b. All assets used to manage or store FLVS data must be protected against unauthorized access, disclosure, modification, destruction or interference.
  - c. All employees, contractors and third party users must be provided with education and training in privacy and security procedures and the correct information processing requirements.
  - d. All personnel with access to sensitive Personally Identifiable Information (SPII) must complete a privacy training class and be knowledgeable of any specific privacy requirements for the data being handled. Refresher training is required at least on an annual basis.
3. Assigned Ownership: VENDOR must assign ownership of critical and sensitive information, business applications, computer systems and networks to individuals (e.g., business managers) and document the responsibilities of these assigned owners.
  - a. Responsibilities for protecting critical and sensitive information, business applications, computer systems and networks must be communicated to and accepted by owners.
4. Personnel Screening: VENDOR must ensure a secure workforce. Background verification checks on all VENDOR's candidates for employment should be carried out in accordance with relevant laws, regulations, and ethics and should be proportional to the business requirements and the classification of the information that may be accessed.
5. Staff Agreements: VENDOR must establish agreements with VENDOR's employees and/or VENDOR's employee representative that specify cybersecurity responsibilities. This agreement must be incorporated into the contracts of VENDOR's employees, contractors, consultants and/or other third party staff and be taken into account when screening applicants for employment.

## ACCESS CONTROL (AC)

VENDOR is expected to implement logical access controls to limit access to systems and processes to authorized users.

### LOGICAL ACCESS CONTROL

1. Access Control: VENDOR must restrict access to the application and associated information to authorized individuals. This must be enforced accordingly to ensure that only authorized individuals to gain access to business applications, systems, networks and computing devices, that individual accountability is assured and to provide authorized users with access privileges that are sufficient to enable them to perform their duties but do not permit them to exceed their authority.
2. User Authorization: VENDOR must ensure that all users have authorization before they are granted access privileges.
  - a. User access privileges must be reviewed at least every six (6) months; and
  - b. Access must be revoked within forty-eight (48) hours of a user's change in role or employment status.

3. User Authentication: VENDOR must ensure strong user authentication is implemented throughout the VENDOR's enterprise:
  - a. All users must be authenticated by an individual identifier, not group or shared identifiers; and
  - b. Strong authentication mechanisms must be used in conjunction with the identifier (e.g., strong passwords, smart cards or biometric devices) before the user can gain access to systems or data.

#### **PRIVILEGED ACCOUNT MANAGEMENT**

1. Privileged Accounts: VENDOR must ensure that accounts with privileged access are separate from a user's normal, non-privileged account.

#### **OFF-SITE LOGICAL SECURITY CONSIDERATIONS**

1. Off-Premise Access Control: Whenever technically feasible, VENDOR must ensure cloud solutions offer the option to be federated to FLVS systems for authentication using FLVS credentials.

### **AWARENESS & TRAINING (AT)**

VENDOR is expected to ensure that users are made aware of the security risks associated with their roles and that users understand the applicable laws, policies, standards, and procedures related to the security of systems and data.

#### **SECURITY AWARENESS PROGRAM**

1. Cybersecurity Awareness: VENDOR's employees, contractors, consultants and/or other third party staff must be made aware of the key elements of cybersecurity, why it is needed, and understand their personal cybersecurity responsibilities. A security awareness program must be undertaken to promote security awareness to all individuals who have access to the information and systems of the VENDOR's enterprise.

#### **SECURITY TRAINING**

1. Cybersecurity Education: VENDOR's employees, contractors, consultants and/or other third party staff must be trained in how to run systems correctly, as well as how to develop and apply security controls.

### **AUDIT & ACCOUNTABILITY (AU)**

VENDOR is expected to create, protect, and retain system audit records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate activity by ensuring that the actions of individual users and systems can be uniquely traced.

#### **EVENT LOGGING**

1. Event Logging: VENDOR must log all key cybersecurity events, including but not limited to:
  - a. All actions taken by any individual with root or administrative privileges;
  - b. Access to all audit trails;
  - c. Invalid logical access attempts;
  - d. All individual user accesses to cardholder data;
  - e. Use of and changes to identification and authentication mechanisms, including but not limited to:
  - f. Creation of new privileged accounts and elevation of privileges; and
  - g. All changes, additions, or deletions to accounts with root or administrative privileges;
  - h. Initialization, stopping, or pausing of the audit logs; and
  - i. Creation and deletion of system-level objects.
2. Intrusion Detection / Prevention: VENDOR must implement and monitor Intrusion Detection System (IDS) or Intrusion Prevention System (IPS) mechanisms on all critical systems and networks.

## MONITORING & REVIEW

1. System Network Monitoring: VENDOR is required to develop and implement a process to review logs and security events for all system components to identify anomalies or suspicious activity that includes:
  - a. Reviewing the following, at least daily;
  - b. All security events;
  - c. Logs of all system components that store, process, or transmit cardholder data, or that could impact the security of cardholder data;
  - d. Logs of all critical system components; and
  - e. Logs of all servers and system components that perform security functions. This includes, but is not limited to:
    - i. Firewalls;
    - ii. Intrusion Detection Systems (IDS);
    - iii. Intrusion Prevention Systems (IPS); and
    - iv. Authentication servers (e.g., Active Directory domain controllers); and
  - f. Following up exceptions and anomalies identified during the review process.

## SECURITY ASSESSMENT & AUTHORIZATION (CA)

VENDOR is expected to periodically assess systems to determine if IT security controls are effective and ensure IT security controls are monitored on an ongoing basis to ensure the continued effectiveness of those controls.

## CONTROL TESTING

1. Testing: VENDOR must ensure that all elements of a system (e.g., application software packages, system software, hardware, and services) are rigorously tested before the system is promoted to a production environment.
2. Test Data: VENDOR must ensure any sensitive FLVS business information copied from the production environment must be protected by:
  - a. Depersonalizing sensitive business information;
  - b. Restricting access to business information in the development environment; and
  - c. Erasing copies of FLVS business information once testing is complete.
3. Post-implementation Review: VENDOR must ensure a post-implementation review is conducted for all newly-promoted systems to the production environment.

## CONFIGURATION MANAGEMENT (CM)

VENDOR is expected to maintain accurate inventories of its systems and enforce security configuration settings for information technology products employed in support of its business operations.

## CONFIGURATION MANAGEMENT

1. Configuration Management: VENDOR must implement configuration standards for all system components that address known security vulnerabilities and are consistent with industry-accepted system hardening standards.

## CHANGE MANAGEMENT

1. Change Control: VENDOR must document and manage operating procedures for its change control process(es).
2. Change Management: VENDOR must ensure that changes to any systems, applications or networks, including “emergency” changes, are reviewed, tested, approved and applied using a change management process.
3. Change Documentation Retention: VENDOR must ensure that documentation of changes is retained for at least three hundred and sixty-five (365) days.

## CONTINGENCY PLANNING (CP)

VENDOR is expected to establish, implement and maintain plans for the continuity of operations (COOP) in emergency situations to ensure the availability of critical information resources.

### BUSINESS CONTINUITY & DISASTER RECOVERY

1. Business Continuity & Disaster Recovery: VENDOR must develop, support and routinely test a viable Business Continuity and Disaster Recovery (BCDR) plan that addresses all reasonably-foreseen contingency arrangements.
2. Resilience: VENDOR's applications, systems, and networks must be run on robust, reliable hardware and software, supported by alternative hardware or duplicate facilities.
3. Data Backups: VENDOR must ensure that backups of essential information and software are performed on a regular basis, according to a defined cycle discussed with and approved by FLVS.

## IDENTIFICATION & AUTHENTICATION (IA)

VENDOR is expected to implement mechanisms to properly identify system users, processes acting on behalf of users, or devices, and authenticate the identities of those users, processes, or devices.

### USER ACCOUNTS

1. User Identification: VENDOR must assign all users a unique identification (ID) before allowing them to access systems. In addition to assigning a unique ID, employ at least one of the following methods to authenticate all users:
  - a. Something you know, such as a password or passphrase;
  - b. Something you have, such as a token device or smart card; or
  - c. Something you are, such as a biometric.
2. Unique Accounts: VENDOR must ensure proper user identification and authentication management for all standard and privileged users on all systems, as follows:
  - a. Ensure that only authorized users are provided with user IDs;
  - b. Ensure that user names and service accounts are uniquely named and in a manner consistent with organizationally defined guidelines; and
  - c. Require written authorization by a supervisor or manager to receive a user ID.
3. Privileged Users: Where technically feasible, VENDOR must implement multifactor authentication for the system and network access from privileged accounts.

### PASSWORD MANAGEMENT

1. Password Management: VENDOR must enforce strong passwords for all user and service accounts.

## INCIDENT RESPONSE (IR)

VENDOR is expected to establish an actionable IT security incident handling capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities.

### CYBERSECURITY INCIDENT MANAGEMENT

1. Incident Management: VENDOR must document all cybersecurity incidents and maintain a documented cybersecurity event management process that covers the incident response, escalation, and remediation of cybersecurity events and incidents.
2. Reporting Incidents: VENDOR must inform FLVS without delay about any cybersecurity incident that could have an impact on FLVS' business operations with the VENDOR.



3. Integrity Requirements: VENDOR must assess and immediately escalate to FLVS about the impact of business information being accidentally corrupted or deliberately manipulated. The analysis of integrity requirements must determine how the accidental corruption or deliberate manipulation of information could have an impact on FLVS' business operations with the VENDOR.
4. Availability Requirements: VENDOR must assess and immediately escalate to FLVS about the impact of business information being unavailable for any length of time. The analysis of availability requirements must determine how a loss of availability of information could have an impact on FLVS' business operations with the VENDOR.
5. Forensic Investigations: VENDOR must have an established process for managing incidents that require forensic investigation, since it is the VENDOR's responsibility to preserve evidence and maintain the chain of custody for incidents within the VENDOR's areas of responsibility.

## **MAINTENANCE (MA)**

VENDOR is expected to perform periodic and timely maintenance on systems, so that FLVS assets are protected from the latest threats.

### **MAINTENANCE**

1. Maintenance: VENDOR must:
  - a. Schedule, perform, document, and review records of maintenance and repairs on systems in accordance with manufacturer or vendor specifications and company requirements;
  - b. Control all maintenance activities, whether performed on site or remotely and whether the equipment is serviced on site or removed to another location;
  - c. Require explicit management approval for the removal of the systems or system components from company facilities for off-site maintenance or repairs;
  - d. Sanitize equipment to remove all information from associated media prior to removal from company facilities for off-site maintenance or repairs; and
  - e. Check all potentially impacted security controls to verify that the controls are still functioning properly following maintenance or repair actions.

### **VULNERABILITY MANAGEMENT**

1. Vulnerability Management: VENDOR must ensure a vulnerability management program exists to eliminate vulnerabilities that could be exploited by malware or other technical methods (e.g., exploitation through technical vulnerabilities). This includes, but is not limited to:
  - a. Vulnerability remediation;
  - b. Software and firmware patching; and
  - c. Hardware maintenance.
2. Web-Enabled Applications: VENDOR must implement and manage specialized technical controls for web-enabled applications to ensure that the increased risks associated with web-enabled applications are minimized:
  - a. All Internet facing websites must be scanned for security vulnerabilities that potentially open the site up to malicious behavior.
  - b. FLVS' minimum list of validation is the Open Web Application Security Project (OWASP) Top 10 vulnerabilities (e.g., cross-site scripting (XSS), SQL injection, Admin access, open directories, insecure data transfer, etc.).



## **MEDIA PROTECTION (MP)**

VENDOR is expected to protect system media, both hardcopy and digital, by limiting access to authorized users and sanitizing or destroying media so that unauthorized data recovery is technically infeasible.

### **DATA CLASSIFICATION**

1. Classification: VENDOR must utilize a cybersecurity classification scheme that applies throughout the VENDOR's enterprise.

### **ASSET & MEDIA HANDLING**

1. Asset Management: VENDOR must manage essential information about hardware, software, and data flows/extracts/interfaces (e.g., unique identifiers, version numbers, data recipients, physical locations) in inventory:
  - a. FLVS will generally inform the VENDOR of the classification of FLVS data provided to VENDOR. In the event VENDOR is not certain of the classification of any item of FLVS data, VENDOR will seek clarification from its FLVS business contact.
  - b. An appropriate set of procedures for labeling and handling must be developed and implemented by VENDOR.
  - c. Personal use of FLVS equipment and data is not allowed.
2. Handling Information: VENDOR must ensure additional protection is provided for handling sensitive material or transferring sensitive information.
  - a. Files containing personal information or business sensitive information are transferred (e.g., email, faxes, etc.) via secure/encrypted file transfer protocols;
  - b. Sensitive information is encrypted on all devices, including portable devices, such as laptops, portable media (flash drives) and data backups; and
  - c. FLVS' minimum encryption requirement is 128-bit AES.

### **RETENTION & SECURE DESTRUCTION**

1. Records Retention: VENDOR must maintain a formal records retention program.
2. Secure Destruction: VENDOR must ensure methods of destruction are formally implemented, based on the type of media:
  - a. Physical, paper-based media;
  - b. Physical, digital media; and
  - c. Electronic, digital data.

## **PHYSICAL & ENVIRONMENTAL PROTECTION (PE)**

VENDOR is expected to implement physical access controls to limit access to systems, equipment, and the respective operating environments to authorized individuals. VENDOR shall provide appropriate environmental controls in facilities containing FLVS systems.

### **PHYSICAL PROTECTION MEASURES**

1. Facilities: VENDOR must secure facilities where FLVS data is stored, processed or transmitted:
  - a. The number of entrances to the information processing facilities in which FLVS data is stored must be limited.
    - i. Every entrance into these areas requires screening. (e.g., security guard, badge reader, electronic lock, a monitored closed caption television (CCTV)).
    - ii. Access logs must be recorded and maintained.
  - b. Physical access must be restricted to those with a business need.
    - i. Access lists must be reviewed and updated at least once per quarter.
  - c. Process, training, and policies must be in place to determine visitor access, after-hours access, and prevent tailgating into controlled areas.
  - d. Emergency exits in controlled areas must sound an alarm when opened and include automatic closure.
    - i. Any alarms must trigger an emergency response.
2. Physical Protection: VENDOR must actively manage the physical security controls and ensure all buildings throughout the VENDOR's enterprise that house critical IT functions (e.g., data centers, network facilities, and key user areas) are physically protected from unauthorized access.

3. Hazard Protection: VENDOR must ensure computer equipment and facilities are protected against natural and man-made hazards.
4. Power Supplies: VENDOR must protect critical computer equipment and facilities against power outages.

#### PROCESSING FACILITIES

1. Comingling of Data: VENDOR must ensure that when FLVS business information is co-located with non-FLVS data, (e.g., virtual servers, cloud solutions, etc.) the non-FLVS data must at least be logically separated from FLVS business information.
2. Physical Location of Data: VENDOR is responsible for notifying FLVS before relocating any physical storage location of FLVS business information to a country different from the one(s) documented in VENDOR's statement of work or contract so that potential implications for privacy can be addressed.
3. Virtualization & Cloud Solutions: If VENDOR utilizes a cloud solution, VENDOR must adhere to the same security principles required by VENDOR's IT security policies and applicable government regulations, laws, or directives as used throughout vendor's enterprise:
  - a. The geographic location of provider infrastructure resources must be made clear to FLVS. FLVS must be able to control data location in cloud services to ensure compliance with local laws that restrict the cross-border flow of data.
  - b. Vendors providing cloud services must:
    - i. Provide a process for data destruction and secure deletion of any and all FLVS data as needed;
    - ii. Have an established method of encrypting sensitive data in storage and in transit following industry-recognized leading practices;
    - iii. Securely handle FLVS related data, compute resources, and virtual machine resources by providing logical isolation and secure migration;
    - iv. Include methods or options for multi-factor authentication for cloud administrator roles;
    - v. Provide FLVS the capability to fully audit FLVS user access and activity within the cloud service. Audit logs must be capable of being exported from the cloud service;
    - vi. Limit employee access to the least privilege needed to perform their duties.
    - vii. Maintain documented audits or established compliance roadmaps in alignment with Industry Standard Certifications for Cloud Security. Examples include ISO27001/2, SSAE16, FEDRAMP, CSA STAR, FIPS 140-2, and Open Data Alliance;
    - viii. Demonstrate adherence to Security Development best practices for all code, APIs, and applications deployed and implemented in support of the cloud service;
    - ix. Process and advise FLVS of any security breach involving FLVS data or services utilized by FLVS; and
    - x. Provide FLVS with the means to monitor in near real-time service and resource availability; and
  - c. All access to cloud computing sites must encrypt data in transit.
    - i. Any FLVS data stored in a cloud environment must be encrypted either by the VENDOR or the application so that data cannot be read by other users in a multi-tenant environment.

## PLANNING (PL)

VENDOR is expected to develop, document, implement, and periodically update measures to protect its critical systems.

## COORDINATION

1. Coordinated cybersecurity Operations: VENDOR must plan and coordinate security-related activities affecting the information system potentially affected parties before conducting such activities in order to reduce the impact on other business operations.

## RULES OF BEHAVIOR

1. Acceptable Use: VENDOR must develop usage policies and define proper use of VENDOR's technologies.

## PERSONNEL SECURITY (PS)

VENDOR is expected to ensure that published rules of behavior are followed by users and employ a method of formal sanctions for personnel who fail to comply with IT security policies and standards.

## HUMAN RESOURCES SECURITY

1. Cybersecurity Roles: VENDOR must ensure that all security-related positions are staffed by qualified individuals and those individuals have the skill set necessary to perform the cybersecurity-related job functions.
2. Personnel Screening: VENDOR must screen potential personnel prior to hiring in an effort to minimize the risk of compromise from internal sources.
3. Personnel Termination: VENDOR must ensure that upon termination of a VENDOR employee's employment system access accounts are disabled with twenty-four (24) hours of the termination action.
4. Confidentiality Requirements: Non-disclosure agreements must be signed by Vendors prior to being granted access to FLVS information.
  - a. VENDOR must assess and immediately escalate to FLVS about the impact of business information being accidentally or deliberately released to unauthorized parties.
  - b. The analysis of integrity requirements must determine how the disclosure of information could have an impact on FLVS' business operations with the VENDOR.

## RISK ASSESSMENT (RA)

VENDOR is expected to periodically assess the risk to operations, assets, and data, resulting from the operation of systems and the associated processing, storage, or transmission of data.

## RISK MANAGEMENT

1. Risk Assessments: VENDOR must perform information risk assessments of critical areas of its business to identify key information risks and determine the controls required to keep those risks within acceptable limits.
  - a. Assessments must include, but are not limited to:
    - i. Business environments;
    - ii. Business processes;
    - iii. Business applications (including those under development);
    - iv. Computer systems, and
    - v. Networks.
  - b. VENDOR is required to provide FLVS with a documented analysis of how key threats, as identified above in section 1(a), are addressed, as it applies to FLVS.

## SYSTEM & SERVICES ACQUISITION (SA)

VENDOR is expected to allocate sufficient resources to adequately protect organizational systems by employing a System Development Life Cycle (SDLC) process that incorporates IT security considerations.

### SYSTEM ACQUISITION & DEVELOPMENT

1. Supply Chain: VENDOR must ensure that reliable and approved hardware and software are acquired that follows consideration of security requirements. Vigilance must be maintained to prevent counterfeit hardware and software from being used anywhere in the VENDOR's enterprise.
2. Specification of Requirements: VENDOR must take into consideration the cybersecurity requirements for the system under development when designing the system to ensure FLVS' business requirements (including those for cybersecurity) are documented and agreed upon before detailed design commences.
3. Quality Assurance: VENDOR must ensure quality assurance activities are performed for critical security controls during the development lifecycle.
4. Development Methodologies and Environment: VENDOR's development activities must be
  - a. Carried out in accordance with a documented system development methodology;
  - b. Performed in specialized development environments;
  - c. Isolated from production environments; and
  - d. Protected against disruption and disclosure of information.
5. System Design / Build: VENDOR must ensure system build activities are:
  - a. Carried out in accordance with industry-recognized leading practices (e.g., OWASP);
  - b. Performed by individuals provided with adequate skills/tools; and
  - c. Inspected to identify unauthorized modifications or changes which may compromise security controls.
6. Installation Process: VENDOR must ensure that newly-promoted systems to the production environment are installed in accordance with the VENDOR's documented installation process.
7. Lifecycle Management: VENDOR must define the End of Life (EOL) process for all systems and applications which could include date of EOL and any business triggers that may result in updated EOL date;

### VENDOR MANAGEMENT

1. Outsourcing: VENDOR must operate a formal process to address due care and due diligence considerations in the selection and management of third-party VENDORS:
  - a. These third-party VENDORS must sign agreements that specify the security requirements to be met before commencing work on behalf of VENDOR that could have an impact on FLVS' business operations with the VENDOR;
  - b. These security requirements must align with the provisions expected of FLVS from VENDOR; and
  - c. All subcontracted activities involving FLVS information must be approved and secured by VENDOR.
2. VENDOR Exit Strategy: VENDOR must ensure a documented termination of service process is in place that ensures FLVS business data is recoverable if VENDOR terminates a service agreement with a third party VENDOR.
3. Indemnification: VENDOR must address indemnification considerations with third-party VENDORS that could have an impact on FLVS' business operations with the VENDOR.

## SYSTEM & COMMUNICATIONS PROTECTION (SC)

VENDOR is expected to employ industry-recognized leading practice principles that promote effective IT security within systems and the network.

### COMMUNICATIONS & OPERATIONS MANAGEMENT

1. Communications Security: VENDOR must support standards and procedures that ensure confidentiality, integrity, and availability of information and services with continuous oversight on new threats and vulnerabilities by a documented risk assessment process driving risk mitigation implementation on a timely basis.
2. Operations Management: VENDOR must maintain sufficient overall operational control and visibility into all security aspects of how data is processed, stored and transmitted:
  - a. System administrators must have adequate training and experience to securely administer the infrastructure within their responsibility;
  - b. Vendor must have a separation of duties process to prevent one individual from controlling all key aspects of a critical transaction or business process; and
  - c. Vendors are responsible for data protection, privacy compliance, and security control validation/ certification of their sub-contractors.

### CRYPTOGRAPHY

1. Cryptography: VENDOR's cryptographic solutions must:
  - a. Meet or exceed FLVS' minimum encryption requirement of 128-bit AES; and
  - b. Protect the confidentiality of sensitive information that is subject to legal and regulatory-related encryption requirements.
2. Cryptographic Key Management: VENDOR must manage cryptographic keys, in accordance with industry-recognized leading practices for key management:
  - a. Documented standards and procedures must exist; and
  - b. Cryptographic keys must be protected against unauthorized access or destruction to ensure that these keys are not compromised (e.g., through loss, corruption or disclosure).

### NETWORK SECURITY

1. Defense In Depth (DiD): VENDOR must secure its computer networks using multiple layers of access controls to protect against unauthorized access. In particular, VENDOR shall:
  - a. Group network servers, applications, data, and users into security domains;
  - b. Establish appropriate access requirements within and between each security domain; and
  - c. Implement appropriate technological controls to meet those access requirements consistently, including (for example) firewalls.
2. Network Controls: VENDOR must ensure that all data and communications networks are secured to ensure the transmission of data is kept confidential.
  - a. Applications, ports, services, and similar access points installed on a computer or network facility, which are not specifically required for business functionality, must be disabled or removed;
  - b. Network segments connected to the Internet must be protected by a firewall which is configured to secure all devices behind it;
  - c. Network segments where FLVS data resides should be isolated from non-FLVS data, logically or physically unless approved by FLVS Information Security;
  - d. User connection capability must be documented with regard to messaging, electronic mail, file transfer, interactive access, and application access;
  - e. All production servers must be located in a secure, access controlled location;
  - f. Firewalls must be configured properly to address all reasonably-known security concerns;
  - g. Infrastructure diagrams, documentation, and configurations must be up to date, controlled and available to assist in issue resolution; and
  - h. Systems must have the ability to detect a potential hostile attack. (e.g., IDS/IPS)
    - i. All systems must be updated to the current release and actively monitored.
3. Wireless Access: Wireless access must be authorized, authenticated, encrypted and permitted only from approved locations.

4. Remote Access: Remote access to a network containing FLVS data must be done via a secure connection (e.g., VPN).
  - a. All extranet connectivity into FLVS must be through FLVS-approved and authorized secure remote connections.

## **SYSTEM & INFORMATION INTEGRITY (SI)**

VENDOR shall correct flaws in its systems in a timely manner and ensure mechanisms are in place to protect systems from malicious code.

### **MALWARE PROTECTION**

1. Malware Controls: VENDOR must implement and manage enterprise-wide detection, prevention and recovery controls to protect against malware that includes having procedures and assigned responsibilities to deal with malware protection on systems, training in their use, reporting and recovering from malware attacks.
2. Malware Prevention: VENDOR must ensure the installation and regular update of malware detection and repair software to scan systems and media as a precautionary control, or on a routine basis. The scan carried out should include:
  - a. Scan any files received over networks or via any form of storage medium, for malware before use;
  - b. Scan electronic mail attachments and downloads for malware before use; and
  - c. Scan web pages for malware.

### **SYSTEM CONFIGURATION**

1. Host System Configuration: VENDORS must configure host systems according to an industry standard.
  - a. Systems must be configured to function as required and to prevent unauthorized actions.
  - b. Examples of best practice configuration include, but are not limited to:
    - i. Center for Internet Security (CIS)
    - ii. US Department of Defense Secure Technical Implementation Guides (STIGs)
    - iii. OEM best practices (e.g., Microsoft, VMware, Oracle, etc.)
2. Mobile Devices: VENDOR must maintain policies, standards, and procedures covering the use of mobile/portable devices.
  - a. The use of mobile devices (e.g., smartphone, iPad, tablet, USB memory sticks, external hard disk drives, MP3 players, e-book readers, etc.) must be:
    - i. Subject to approval; and
    - ii. Access must be restricted.
  - b. Controls must be implemented to ensure that sensitive information stored on these devices is protected from unauthorized disclosure.

## **PRIVACY - AUTHORITY & PURPOSE (AP)**

VENDOR is expected to identify the authority to collect Personally Identifiable Information (PII) and specify the purposes and/or activities for which PII is collected.

## **PRIVACY - ACCOUNTABILITY, AUDIT & RISK MANAGEMENT (AR)**

1. VENDOR is expected to implement effective controls to ensure that adequate privacy protection requirements are in place to minimize overall privacy risk.
2. European Union General Data Protection Regulation (EU GDPR): VENDOR must be willing to sign a Data Processing Agreement with FLVS.
  - a. All VENDOR-provided systems and applications must satisfy EU GDPR requirements; and
  - b. VENDOR must be capable of:
    - i. Delivering the solution according to “privacy by design” principles; and
    - ii. Supporting incident response operations to meet EU GDPR requirements.

### **PRIVACY - DATA QUALITY & INTEGRITY (DI)**

VENDOR is expected to implement controls to ensure Personally Identifiable Information (PII) collected and maintained is accurate, relevant, timely, and complete for the purpose for which it is to be used.

### **PRIVACY - DATA MINIMIZATION & RETENTION (DM)**

VENDOR is expected to implement data minimization and retention controls applicable to the collection, use, and retention of Personally Identifiable Information (PII) in order to ensure PII is relevant and necessary for the specified purpose for which it was originally collected.

### **PRIVACY - INDIVIDUAL PARTICIPATION & REDRESS (IP)**

VENDOR is expected to enable individual requests about the collection and use of Personally Identifiable Information (PII).

1. Notification of Inquiries: VENDOR must immediately inform FLVS, in writing of any:
  - a. Request for access to any Personal Information received by VENDOR from an individual who is (or claims to be) the subject of the data, or a request to cease or not begin processing, or to rectify, block, erase or destroy any such Personal Information;
  - b. Request for access to any Personal Information received by VENDOR from any government official (including any data protection agency or law enforcement agency), or a request to cease processing, or to rectify, block, erase or destroy any such Personal Information;
  - c. Inquiry, claim or complaint regarding the Processing of the Personal Information received by VENDOR;
  - d. Other requests with respect to Personal Information received from FLVS' employees or other third parties, other than those set forth in the agreement or a request to cease or not begin processing, or to rectify, block, erase or destroy any such Personal Information.

### **PRIVACY - SECURITY (SE)**

VENDOR is expected to implement controls to ensure safeguards are in place to protect Personally Identifiable Information (PII) against loss, unauthorized access, or disclosure.

1. Information Privacy: VENDOR must establish responsibilities for managing information privacy and data security controls for handling sensitive Personally Identifiable Information (sPII).
2. Alignment with FLVS Privacy: VENDOR must ensure sPII is collected, used, stored, transferred, and destroyed according to FLVS' privacy requirements.

### **PRIVACY - TRANSPARENCY (TR)**

VENDOR is expected to implement methods for disclosing data privacy practices and activities for consumer-related data.

### **PRIVACY - USE LIMITATION (UL)**

VENDOR is expected to implement controls to ensure that the scope of Personally Identifiable Information (PII) use is limited to justifiable business needs.

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## GLOSSARY: ACRONYMS & DEFINITIONS

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### ACRONYMS

AD. Active Directory  
APT. Advanced Persistent Threat  
BCP. Business Continuity Plan  
CDE. Cardholder Data Environment  
CERT. Computer Emergency Response Team  
CIRT. Computer Incident Response Team  
COOP. Continuity of Operations Plan  
CTI. Controlled Technical Information <sup>2</sup>  
CUI. Controlled Unclassified Information <sup>3</sup>  
DAC. Discretionary Access Control  
DISA. Defense Cybersecurity Agency  
DLP. Data Loss Prevention  
DRP. Disaster Recovery Plan  
EAP. Extensible Authentication Protocol  
EPHI. Electronic Protected Health Information  
FICAM. Federal Identity, Credential, and Access Management  
FIM. File Integrity Monitor  
GDPR. General Data Protection Regulation  
HIPAA. Health Insurance Portability and Accountability Act  
IRP. Incident Response Plan  
ISMS. Cybersecurity Management System  
ISO. International Organization for Standardization  
LDAP. Lightweight Directory Authentication Protocol  
MAC. Media Access Control  
NIST. National Institute of Standards and Technology  
PCI DSS. Payment Card Industry Data Security Standard  
PDCA. Plan-Do-Check-Act  
PIV. Personal Identity Verification  
RBAC. Role-Based Access Control  
TLS. Transport Layer Security

### DEFINITIONS

FLVS recognizes two sources for authoritative definitions:

- Unified Compliance Framework (UCF) Compliance Library<sup>4</sup>
- The National Institute of Standards and Technology (NIST) IR 7298, *Glossary of Key Cybersecurity Terms*, is the approved reference document used to define common digital security terms. <sup>5</sup>

#### Security Requirements and Controls

The term control can be applied to a variety of contexts and can serve multiple purposes. When used in the security context, a security control can be a mechanism (i.e., a safeguard or countermeasure) designed to address protection needs that are specified by a set of security requirements.

- Controls are defined as the power to make decisions about how something is managed or how something is done; the ability to direct the actions of someone or something; an action, method, or law that limits; or a device or mechanism used to regulate or guide the operation of a machine, apparatus, or system.
- Requirements are defined as statements that translate or express a need and its associated constraints and conditions.<sup>6</sup>

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<sup>2</sup> CUI Registry - <https://www.archives.gov/cui/registry/category-detail/controlled-technical-info.html>

<sup>3</sup> CUI Registry - <https://www.archives.gov/cui/registry/category-list>

<sup>4</sup> UCF Compliance Library - <https://compliancedictionary.com>

<sup>5</sup> NIST IR 7298 - <https://nvlpubs.nist.gov/nistpubs/ir/2019/NIST.IR.7298r3.pdf>

<sup>6</sup> ISO/IEC/IEEE 29148