



FLORIDA VIRTUAL  
SCHOOL

# PROCUREMENT SERVICES

## Request for Proposal Print and Promotional Services Lot 1 and Lot 2 RFP01-2102520B01-PRNPRO-XXXXXX

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

Dial-In Number: 646 876 9923

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

Meeting ID: 682 689 5354

**Direct all inquiries in writing to FLVS Procurement Services.**

Sheena Bartley | [sbartley@flvs.net](mailto:sbartley@flvs.net)

**Bonfire Project Link:** <https://flvs.bonfirehub.com/projects/43845/>

Description	Purpose/Short Description	Date & Time	Location
Issue Date	Date of RFP posting	May 19, 2021	FLVS Website & Bonfire
Question & Answer Deadline	Written question and answer period	June 2, 2021 no later than 2:00 PM EST	Submit question via Bonfire: <a href="https://flvs.bonfirehub.com/">https://flvs.bonfirehub.com/</a>
Bid Due Date/Time	All responses are due. The names of the Proposers announced.	June 23, 2021 no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	July 14, 2021 11:00 AM EST	Public Zoom Conference
Presentation and/or Interviews (optional)	Finalist Interviews and Scoring (Public Meeting)	July 21, 2021 11:00 AM EST	Interviews - Private Zoom Conferences Scoring - Public Zoom Conference
Notice of Intent to Award Date (Tentative)	Public notice of FLVS intentions to proceed	July 28, 2021	FLVS Website & Bonfire
Negotiations Tentative Date	Begin negotiations	August 3, 2021	Tentative, Not applicable, No Answer

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

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**FLORIDA VIRTUAL SCHOOL  
REQUEST FOR PROPOSAL  
PRINT AND PROMOTIONAL SERVICES**

**1. OVERVIEW**

**1.1. Purpose**

Florida Virtual School (“FLVS”) is seeking responses from qualified proposers for Print Services and Promotional Products. The recommended award shall be to the most qualified proposer as determined by an evaluation committee using a scoring methodology described herein. The final award will be based on FLVS Board of Trustees approval (if total value is \$300,000 or greater) or FLVS President/CEO approval (if total value is less than \$300,000).

**1.2. About FLVS**

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

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

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

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

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

**1.3.4. Contract Term and Sequence:** The Master Service Agreement (MSA) is the first Agreement that shall be exercised for three (3) years with three (3) optional one-year renewals as directed by FLVS. The Services SOW shall be exercised at the discretion of FLVS and shall have a term that does not exceed twelve months from the expiration of the MSA. Separate and individual SOW’s may be issued for the specific needs of this solicitation.

**1.3.5. Contract Pricing:** The MSA and SOW shall be as specified on the proposal price sheet in Section 6. Contractors shall provide pricing as required on the proposal price sheet. Alternate price structures may be submitted in addition to the pricing requested. FLVS reserves the right to reject proposals that do not comply with the information requested on the proposal price sheet.

## 2. EVALUATION OF RESPONSES

Responses shall be reviewed and evaluated by the Proposal Evaluation Committee as described herein.

### 2.1. Proposal Evaluation Committee (PEC)

- 2.1.1. A Proposal Evaluation Committee shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. The PEC committee shall consist of FLVS staff members who are voting members, non-voting subject matter experts (SMEs) and non-staff members as assigned to the committee. Non-voting members will review the proposals and provide voting members their feedback during the evaluation in their respective field of expertise.
- 2.1.2. The Proposal Evaluation Committee reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require at the discretion of FLVS formal presentations that demonstrate the Proposers ability and how they will meet or exceed the criteria requested by FLVS in the interview stage.
- 2.1.3. The Proposal Evaluation Committee reserves the right to conduct site visits of a Proposer's facilities and/or of a current project they are managing.
- 2.1.4. Public Notice of Response Evaluation Committee meetings will be posted on FLVS Procurement Services website at
  - Bonfire: <https://flvs.bonfirehub.com/>
  - Florida Virtual School Procurement Opportunities: <https://flvs.net/about/procurement-opportunities/solicitations-open>

### 2.2. Evaluation Process

- 2.2.1. The process to evaluate the responses under this RFP shall be conducted in accordance with the evaluation procedure as described in this Evaluation Process Section. Accepted Responses shall be evaluated by the PEC committee. FLVS shall be the sole judge as to which response is best and, in ascertaining the best response, shall take into consideration the financial resources, reputation, fit of proposed solution, and experience in performing similar work, as generally described below. FLVS will use 1) Minimum Qualifications/Responsiveness Check and 2) Two-Step Process (written and oral steps).
- 2.2.2 FLVS shall generally follow the above shown process; in doing so, FLVS at its will, reserves, at a minimum, the following rights:
  - a. The award shall be made to the Proposer that best meets FLVS needs. Every response shall be reviewed/evaluated in terms of its conformance to the RFP specifications;
  - b. All responses properly completed and submitted shall be accepted by FLVS. However, FLVS reserves the right to reject any or all responses, reject any response that does not meet all mandatory requirements, or cancel this RFP according to its best interest;
  - c. FLVS also reserves the right to waive minor irregularities in responses if that action is in the best interest of FLVS. If the Proposer is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Proposer from full compliance with the specifications stated in this RFP or resulting contract;
  - d. FLVS reserves the right, before awarding the contract, to require Proposer to submit additional evidence of qualifications or any other information the District may deem necessary;

- e. FLVS reserves the right to further negotiate any response, including price, with the highest rated Proposer. If a contract cannot be reached with the highest rated Proposer, FLVS reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until a contract is reached, or cancel in the best interest of FLVS;
- f. FLVS shall not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process if the need arises due to budget constraints, time constraints or other factors as directed by FLVS;
- g. FLVS, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on steps as defined in section 2.3.3 and 2.3.4.
- h. FLVS, at its sole judgment, will award or reject any or all responses as is in the best interest of FLVS and the decision shall be final.

## **2.3. Evaluation Steps**

### **2.3.1. Response Opening**

Response submittals shall be received electronically and publicly opened (see zoom link provided on the cover page). Only the names of Proposers will be read at the Response Opening. Individuals that would like to hear the names of the bidders read aloud during the official Response Opening may access the electronic meeting via the zoom link (see cover page).

The list of responses received shall be made available at Bonfire:

<https://flvs.bonfirehub.com/> and <https://www.flvs.net/about/procurement-opportunities/solicitations-open> within 48 hours following the opening.

### **2.3.2. Responsiveness to Submittal Requirements**

A preliminary evaluation by FLVS Procurement Services shall determine whether each received response is complete and compliant with the minimum qualifications and all other instructions and/or submittal requirements in the RFP. Section 3.1 Compliance will be reviewed by the Procurement Department and reported to committee during the evaluation session. Any responses that are incomplete or that do not comply with the instructions and /or submittal terms and conditions may be rejected and excluded from further consideration. Proposer responses, which are compliant as determined solely by FLVS, are moved to Step 1 of the evaluation stage.

### **2.3.3. Step 1: Evaluation**

FLVS shall evaluate each written response based on the evaluation criteria listed in Section 2.4, using a 0 -10 rating system multiplied by the weights assigned. This meeting shall be open to the public via the zoom link provided on the cover page.

**Step 1a:** The response evaluation committee members will discuss all Proposer's responses, and each evaluation committee member will score the responses individually. Additionally, the Procurement Representative will send each individual member an Evaluation Committee Rules form to sign as acknowledgment of the committee member's understanding of the participation requirements. The form specifies that "each member will conduct, and complete, an individual evaluation of each response." Each member of the PEC will first score each proposer's written response. The procurement representative will combine the weighted evaluation scores from each committee member to finalize total weighted scores for each Proposers.

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

#### **2.3.4. Step 2 (optional): Presentation and/or Interview**

For each Lot, finalists shall be notified by FLVS Procurement to appear in-person or via Zoom meeting at the discretion of FLVS, in no particular order, for a presentation and/or an interview of their response and detailed discussion of the elements of their response. Step 2 evaluation is a “fresh evaluation” with scores from Step 1 not being carried forward. Only the scoring session shall be a public meeting.

- a. Procurement Services will assign the date and venue for the demonstrations and/or oral presentations based upon a random drawing of the responses advanced to Step 2;
- b. The PEC may require the finalists to furnish additional information or respond to questions and/or clarifications prior to or at the oral demonstration/interview;
- c. FLVS may require finalists to provide login or access for testing systems if applicable as directed;
- d. FLVS reserves the right to invite additional subject matter experts from FLVS and/or its representatives to attend oral demonstrations/presentations;
- e. Following the oral demonstrations/oral presentations, FLVS may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the PEC scoring. May require additional public meeting(s).
- f. Using the evaluation criteria in Section 2.4.2, each member of the PEC will separately score each Proposers system demonstration/oral presentation using a 0-10 rating system multiplied by the weights assigned. The procurement representative will combine the evaluation scores submitted by all PEC members and shall determine the highest scoring respondent based on the total evaluation scores received to finalize point total from Step.
- g. The procurement representative will combine weighted scores from both step 1 and step 2 to determine the highest scoring respondent ranking for each Lot.
- h. Procurement Services will post an Intent to Award Notice within approximately two weeks from finalist selection.

#### **2.3.5. Basis of Award**

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

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

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

**2.3.6. Selection Criteria**

This procurement will comply with applicable Board Policies, State Board Rules, and Florida Statutes. The selection of a company may be made without discussion with Proposer(s) after responses are received. Therefore, responses should be submitted complete with all pertinent information.

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

There will be no interim briefing regarding the status of a particular response until the evaluation of all responses is complete.

## 2.4. Evaluation Criteria

### 2.4.1. Proposal Evaluation Criteria Step 1

The evaluation table below shows the evaluation criteria for both steps. These criteria shall be used through the evaluation process as described subsequently:

Criteria No.	Step 1: Main Criteria Description	Weight
1.	Proposal Section(s) 1 and 2: Compliance, Qualifications, Experience and References	15%
2.	Proposal Section(s) 3 and 4: Methodology Approach and ability to Meet or Exceed Scope of Services	25%
3.	Proposal Section 5: Quality of Samples	30%
4.	Proposal Section 6: Cost Proposal	30%
	<b>TOTAL</b>	<b>100%</b>

### 2.4.2. Respondent Demonstration/Interview Criteria – Step 2 (Optional)

Criteria No.	Step 2: Main Criteria Description	Weight
1.	Quality of the presentation demonstrating ability to meet or exceed the requirements.	80%
2.	Value Added Services	20%
	<b>TOTAL</b>	<b>100%</b>



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

#### 3.1 Compliance and Response Submission

- Proposals must be received by FLVS Procurement Department through Bonfire at: <https://flvs.bonfirehub.com/>

no later than the response due date and time specified above. Proposals received after this time will not be considered. Proposals shall not be modified after the RFP closing date and time.

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

#### Electronic Proposal Submittal

Respondent shall submit all documents pertaining to this RFP electronically through Bonfire at <https://flvs.bonfirehub.com/>. If you're experiencing technical difficulties, contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

- Upload files in Adobe Portable Document Format (.pdf), Excel (.xls or .xlsx)
  - No Zip Files shall be accepted**
- Enable Printing on all files submitted
- All required documents must be fully filled out and signed by an official who is authorized to legally bind the Respondent on all solicitation specifications
- Clearly identify each part of the submission as directed by the solicitation document
- Terms and Conditions submitted by the Respondent which differ from those of the solicitation may be cause for disqualification of the proposal

##### 3.1.1 Copies of Proposals

In order to maintain comparability and consistency in the review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. **Submit a total of three (3) electronic documents in PDF format**

- one (1) electronic original (clearly marked as such) and
  - one (1) redacted version (see public records Attachment 8)
  - The required forms packet must be submitted along with your proposal
- Responses not meeting the requirements below may be determined to be non-responsive, non-responsive responses will receive no further consideration.

##### 3.1.2 Table of Contents

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

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

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

solicitation and all appendices and any Addendum released hereto. Cover letter shall be signed by authorized principal party.

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

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

#### 3.1.4 Required Forms Packet

Responses must include all 14 Required Forms (provided in RFP Attachment 1 – "Required Forms Packet") listed below along with copies of current Certificates of Insurance. All forms must be completed and signed (and notarized where applicable). These documents must not be modified in any manner Note: The "Required Forms Packet" also contains the Sample FLVS Standard Terms and Conditions (MSA), Statement of Work (SOW), Change Order and IT Security Policy.

- |   |   |
|---|---|
| 1. Compliance Checklist (Section 3)   | 2. Compliance Worksheet (Section 3)   |
| 3. Certificate(s) of Insurance (Section 7.18)                                     | 4. Contractor's Statement of Qualifications (Appendix A)                      |
| 5. Acknowledgement of Business Type (Appendix B)                                  | 6. Statement of Affirmation and Intent (Appendix C)                           |
| 7. Mutual Non-Disclosure Agreement (Appendix D)                                   | 8. Addenda Form / Dispute Resolution Clause (Appendix E)                      |
| 9. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F) | 10. Drug Free Workplace Certification (Appendix G)                            |
| 11. Public Records Act / Chapter 119 Requirements (Appendix H)                    | 12. Anti-Lobbying Certificate (Appendix I)                                    |
| 13. Reference Release Form (Appendix J)   | 14. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix K) |

### 3.1.5 Financial Stability

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

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

### 3.1.6 Cybersecurity Compliance

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

- Demonstrate use of proper input validation using common security libraries such as ESAPI from OWASP to prevent common attacks if contractor intends to employ user input.
- Demonstrate use of current, supported and patched applications and libraries to minimize vulnerabilities in applications code as applicable.
- Demonstrate use of a proper error handling code to ensure that system information is not revealed.
- Disclose any plugins, add-ons, third party tools or similar that will be included in your proposed solution.

### 3.1.7 Accessibility Requirements

Respondent shall provide a plan explaining how the development and quality assurances practices support website users with Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation in accordance with WCAG 2.1 and 508 Accessibility Standards. Provide details for any additional components or add-ons, or third-party tools that might be recommended.

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

## 3.2 Proposal Section 2 – Qualifications, Experience, References

Summarize the qualifications of the Proposer's team that will provide the services requested and provide references. Where the team includes sub-contractors or sub-consultants, or 3<sup>rd</sup> party companies shall also be provided.

### 3.2.1 Background

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

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

### 3.2.2 Experience

Describe your company's experience with the services specified.

- a. Provide at minimum three (3) projects and examples that are similar in scope and complexity to the Scope of Services (Section 5) in this RFP. Include results and objectives achieved for each project.
- b. Describe the strategic advantages partnership with your organization would offer/bring to FLVS.  
Describe your organization's experience and capabilities with maintaining inventory at your warehouse facility(ies) and providing direct-ship options.

### 3.2.3 References

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

## 3.3 Proposal Section 3 – Methodology and Approach to Meet or Exceed Scope of Services

Provide process details for how your company will approach the Scope of Work. The description should address, at a minimum, the following:

### **Both Lots 1 and 2 in the Scope of Services section**

- a. What policies and procedures does your company have in place for quality control including support services and quality assurance processes?
- b. Does your company use a third-party for any work or components identified in this solicitation? If yes, provide the items or Lots?
- c. Describe your company's ability to develop and maintain a custom digital catalog for FLVS of preferred and frequently ordered products and/or promotional items for FLVS to streamline the ordering process across multiple departments.
- d. Describe your company's ability to provide reliable shipping, delivery services and delivery options for in-state and nationwide.

### **Lot 1 - Print Services in the Scope of Services section**

- a. Describe the process for how your company will create an exceptional end-user experience that addresses the needs defined in the Scope of Services
- b. Provide a description of the staff that will support FLVS including title and role such as Project Manager and creative staff who will service this contract
- c. Describe your company's experience with the print options and techniques that will be utilized for delivering print services referenced in **Lot 1 Printing Service Cost Proposal**
- d. Describe your company's operational security including current data security policies for handling customer data. Provide examples of security policies and protocols currently in place.
- e. Explain how your company will store and maintain inventory of branded content such as business cards/name tags/envelopes and deliver items upon request.
- f. Optional: Does your company offer translation services for Spanish and Creole?

## **Lot 2 – Promotional Material**

- a. Provide a brief description of your company’s process for addressing short notice requests, requests that may not be within the defined notification deadlines.
- b. Describe the technical and business expertise of your company’s customer support or account management teams.
- c. Describe your company’s ability and availability to coordinate ordering and delivery of promotional items on a specific date/time and location for conferences and events.
- d. Describe your company’s ability to store FLVS promotional items and Pick and Pack – break items into smaller packages and coordinate delivery to multiple locations around the state.
- e. Describe your company’s policies and procedures on product safety to identify potential hazards and standards to make sure that the product is designed as safely as possible.
- f. Describe your company’s ability to provide sustainable and environmentally friendly promotional products
- g. Provide a description of your approach to project management of the Scope of Work, including:
  - Scheduling/servicing events project status reports and meetings
  - Tracking and Identifying issues, and proposing resolutions
  - Executing documents and deliverables for invoicing

### **3.4 Proposal Section 4 – Requirements Table**

3.4.1 For the list of requirements provided in Section 5 of this RFP, proposer is responsible for stating whether each numbered requirement shall be met by responding with a yes or no. A response of “Yes” guarantees respondent shall meet or exceed the specified requirement which is included in the proposed pricing (Section 6).

Clearly indicate any exceptions to the scope of services of the RFP or alternatives for FLVS to consider. Exceptions and Alternatives must be listed using the form provided in Section 5.

### **3.5 Proposal Section 5 – Quality of Samples (Lots 1 and 2)**

Proposers are required to submit one sample for each of the items listed in the cost proposal form Samples provided must be of high-quality, each item must be labeled with name of company, item description and solicitation item number.

Samples shall be shipped to the attention of the buyer at:

Florida Virtual School  
Procurement Department Attention: Sheena Bartley  
2145 Metrocenter Blvd., Suite 100  
Orlando, FL 32835

### **3.6 Proposal Section 6 – Cost Proposal**

Proposers shall submit their cost according to the format provided in Section 6- Cost Proposal. Completion of the Cost Proposal form is required. Alternative pricing (Section 6.4) may be offered in addition (not as a replacement) to the pricing structure requested. Do not cite price anywhere else in the submission.

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

3.6.2 FLVS request Proposers to provide unit cost for the estimated quantities for both lots with the understanding that they may have to make assumptions. Do not use “To Be Determined” for any unit cost or percentage discounts.

3.6.3 Proposers shall base their unit cost on the estimated quantities provided in the cost proposal form.

3.6.5 The cost response shall have the following distinct components:

- a. First component is fixed cost for Lots (1) & (2) and acceptance of P-Card for payment (with no additional fees for acceptance). (Sections 6.1 through 6.3) Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.
- b. The second component shall be for alternative pricing structures offered. Proposer shall provide a cost breakdown of alternative pricing if applicable in Section (Section 6.4)
- c. Optional: The third component, to be used for to provide cost for additional related services not specified in the scope of work provided in Section 5.

3.6.7 Fixed Cost Response

Fixed cost is for all work as specified as scope for work contained SECTION 5 – Scope of Work. The cost response shall provide itemized price details specified in the development Scope of Services. The Proposer shall fill out the following cost proposal form.

Complete the Cost Proposal Forms in Section 6.1, 6.2 and 6.2A for all items as identified in Section 5 Scope of Services. Pricing shall include all items and services required to provide the products and services from contract commencement through completion of the agreement.

#### 4. INSTRUCTIONS TO PROPOSER

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

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

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

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

##### 4.3.1 Redacted Submissions

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

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, FLVS shall provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department shall notify the Proposer such an assertion has been made. It is the Proposer's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida

Statutes, or other applicable law. If FLVS becomes subject to a demand for discovery or disclosure of the Confidential Information of the Proposer in a legal proceeding, FLVS shall give the Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

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

- 4.4 **Posting of Tabulations/Recommendation:** RFP tabulations with recommended awards will be posted for review by interested parties. Visit <https://flvs.bonfirehub.com/> or <https://www.flvs.net/about/procurement-opportunities/solicitations-open> for bid/response links. Results will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Proposer of the delay and anticipated posting date and time.
- 4.5 **Bid Protests:** Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with Section 120.57(3), Florida Statutes. Notice must be sent to [procurement@flvs.net](mailto:procurement@flvs.net). Following Notice, a formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in Section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.6 **Written Clarifications:** Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to the Buyer (see cover sheet) no later than the date and time specified on the cover sheet. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the following websites:
- Bonfire (<https://flvs.bonfirehub.com/>)
  - Florida Virtual School Procurement Opportunities (<https://flvs.net/about/procurement-opportunities/solicitations-open> )
- 4.6.1 Prior to submitting the response, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from Bonfire or FLVS.net for attachment to the response (**Appendix E**).
- NOTE:** If you download a copy of this response from Bonfire you will be notified by Bonfire (as you listed, email or fax) of postings during the life of this solicitation. **You will not be notified if you downloaded a copy of this response from FLVS.net.**
- 4.6.2 All questions must be submitted in writing through the Bonfire portal (see cover sheet for project link).



- 4.7 Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the response due date. Proposers should not rely on any statements other than those made in this RFP or written response to questions and/or addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 4.8 All responses must be prepared and submitted in accordance with the instructions provided in this RFP. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFP. A responsive response is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.
- 4.9 FLVS will receive sealed electronic responses until the date and time indicated on the cover page. Responses must be submitted electronically to the electronic drop box on [www.Bonfire.com](http://www.Bonfire.com) as described on the cover page. No late submissions will be accepted. It will be the Proposer's responsibility to submit the electronic response to the drop box on time. Respondent shall contact Bonfire for technical support if they experience difficulty uploading their submission at [support@gobonfire.com](mailto:support@gobonfire.com). Note that the official clock, for the purpose of receiving responses, is the Bonfire system timestamp.
- 4.10 **Purchase Order:** The award of the response shall not constitute an order. Before services rendered, Proposer must receive a purchase order from FLVS.
- 4.11 **Conflict of Interest**
- 4.11.1 No contract for goods or services shall be made with any business organization other than governmental agencies in which any of the following apply:
- a. The CEO/President or a member of the Board of Trustees has any financial interest whatsoever
  - b. A spouse or child of the CEO/President or a member of the Board of Trustees has an employment relationship, or a material interest as defined by Section 112.312(15), Florida Statutes
  - c. An employee of the FLVS has a material interest as defined by Section 112.312.(15), Florida Statute, unless the contract is based upon a competitive bid and the employee has not, directly, or indirectly, participated in the development of bid specifications or in the recommendation for purchase or award
- 4.11.2 No employee or official of the Board of Trustees shall use bid prices or school prices or receive any other preferential treatment in the making of personal purchases. Neither shall any employee or official make purchases for personal use through the school or the school district (FLVS). Nothing contained herein shall be deemed to prohibit an employee from participating in activity or purchasing program that is publicly offered to all employees of FLVS.
- 4.11.3 Any violation of any provision of this subsection by an employee of FLVS shall be grounds for disciplinary action that could include dismissal.
- 4.11.4 No employee shall be the approver or initiator of purchases from any business organization in which a family member is the point of contact, the person performing the work, or works for the business organization. In this situation, the employee is required to recuse themselves from participating directly or indirectly in the procurement process.

## 5. SCOPE OF WORK

Scope of Services: Florida Virtual School (FLVS) is soliciting proposals for Print and Promotional Service providers capable of delivering high quality materials to support various departments and initiatives within FLVS. This RFP has been divided into two areas Lot (1) Print Services and Lot (2) Promotional Items.

Lot 1 - Printing Services shall include various printed materials which may be produced on a periodic or as-needed basis such as:

- Business Cards
- Course Catalogs
- Postcards
- Direct mail
- Name tags
- Forms
- Provide a mail house fulfillment when needed

Lot 2 - Promotional Materials shall include items used by various departments for marketing, Inservice, tradeshow/events, outreach, and awards. Requirements will include but are not limited to:

- Pens
- Lanyards
- Cell phone car chargers
- USB drives
- Backpacks/tote bags
- Gifts/awards

All Proposers must complete and submit, as part of their proposal, the Scope of Work requirements table(s) shown below to ensure that the proposal matches stated requirements specified herein. Answering "Yes" affirms meeting or exceeding each requirement included in the proposed pricing provided below and to be delivered in accordance with the agreed upon After Receipt of Order (ARO) dates. This contract will require the Proposers to provide project planning services to ensure timely delivery of FLVS campaigns and events.

Requirement Number	Description of General and Service Requirements Proposers must meet or exceed the following service requirement(s):	Proposer shall respond by clearly affirming <b>Yes or No</b>
1.	Proposers shall maintain inventory at Proposers' warehouse facilities with direct shipping options.	
2.	Proposers provide monthly inventory status of all promotion and/or print products to the designated FLVS point of contact.	
3.	Proposers shall provide a quote to FLVS within 48 business hours upon request.	
4.	Proposers shall send email notification with tracking number to the designated FLVS point of contact(s) upon shipment of order.	
5.	Proposers must provide email notification to designated FLVS point of contact(s) upon delivery of product/materials order(s).	
6.	Proposers shall provide written notification of any order or delivery delays within 24 hours.	
7.	Title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims.	
8.	Proposer must select the most economical shipping method to meet FLVS delivery requirements. Proposer shall pass along actual freight charges with no markup.	

Requirement Number	<b>Description of General and Service Requirements</b> Proposers must meet or exceed the following service requirement(s):	Proposer shall respond by clearly affirming <b>Yes or No</b>
9.	Proposers will include a packing list with shipments including overages and breakdown of quantity per box.	
10.	Proposers shall include a label with a description of contents and quantity information on the outside of box.	
11.	Proposers shall create custom packages and bundles for various FLVS departments, as needed and ship to locations in Florida and nationwide.	
12.	Proposers shall coordinate delivery/courier service of print and/or promotional items for a specific date and time to conferences and events.	
13.	Proposer shall provide the following: <ul style="list-style-type: none"> <li>• Provide online proof to designated FLVS point of contact</li> <li>• Accept corrections to online proof via email</li> <li>• Delivery and pick up of proof when necessary</li> </ul>	
14.	Proposer uses Adobe Creative Cloud and can accept native files for printing.	
15.	Proposers agrees that all work developed must be approved in writing by designated FLVS point of contact before printing and/or producing.	
16.	Customer Service: Proposers shall provide FLVS with the highest degree of customer service. This includes, but is not be limited to, timely communication directly with designated FLVS point of contact(s) for each request from project initiation to job completion.	
17.	Proposers ensure that damaged materials can be returned and replaced at no cost to FLVS.	
18.	Providers shall develop and maintain a custom digital catalog of preferred and frequently ordered products and/or promotional items.	
19.	Ownership of Designs: All FLVS documents and images stored or reproduced by the awarded Proposers shall remain the property of the FLVS and shall be returned to FLVS with upon conclusion of the contract term.	

Requirement Number	<b>Lot One (1) Printing Services</b> Proposers must meet or exceed the following service requirement(s):	Proposer shall respond by clearly affirming <b>Yes or No</b>
1.	Proposers shall store and maintain inventory of branded content such as business cards, name tags, envelopes and delivers items to FLVS as needed.	
2.	Proposers accepts mailing lists in standardized formats, including but not limited to excel spreadsheets.	
3.	Proposers provide both first class and bulk rate mailing options.	
4.	Proposers must accept a credit card for postage fees as related to direct mail pieces upon request.	
5.	Proposers shall provide FLVS with the option to use the vendor's, postage indicia.	
6.	Proposers shall provide die-cutting and custom fold options	
7.	Proposers shall provide varnishes and spot Ultraviolet light (UV) capabilities.	
8.	Proposers shall provide a press check upon FLVS request	
9.	Proposers shall provide printer templates for the most cost effective, standard sizes.	
10.	Proposers provide assembly services (folders, press kits, bags and other printing options and paper selections).	
11.	Proposers provide regular consultations with designated FLVS point of contact to present new printing options, paper selections and/or innovative ideas .	
12.	Proposers provide samples of paper selection prior to final print.	

Requirement Number	<b>Lot Two (2) Promotional Materials</b> Proposers must meet or exceed the following service requirement(s):	Proposer shall respond by clearly affirming Yes or No
1.	Proposers retain approved FLVS logo and URL(s) on file for reordering or use on new products.	
2.	Proposers must have the ability to use in-house designers, who are made available upon request.	
3.	Proposers are required to provide a sample of requested items prior to order placement within 5 business days of requested quote.	
4.	Proposers provide consultation with designated FLVS point of contact to identify trends and suggest promotional items relevant to FLVS audiences.	
5.	Proposers are required to provide sustainable and environmentally friendly promotional products.	

5.1 **Data and Content Ownership**

- All data provided by FLVS shall remain the sole property of FLVS. Upon termination of contract, all data shall be returned to FLVS within five business days in the format specified.
- All content and work product shall remain sole property of FLVS in perpetuity free from any copyright restrictions or limitations for future use.
- FLVS shall retain sole rights to utilize and / or modify all deliverables at its discretion.

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

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

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

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

6. **COST PROPOSAL FORMS:** All Proposer(s) are required to complete this section as shown.

6.1 **Print Cost Proposal Form Lot One (1):** Proposer(s) shall complete the following table providing firm fixed cost for each line item. The total fixed cost shall be used for evaluation purposes. Extended Cost is calculated by multiplying Unit Cost by the Estimated Quantities. In the ARO column, provide the estimated days product ships after receipt of the order (ARO). All Proposer(s) are required to complete this Section as shown.

Sample							
Cost Proposal							
Item	Description	Minimum Specifications	Estimated Quantities	Unit of Measure	Unit Cost	Extended Cost	ARO Days
1.	Generic Greeting Cards	5x7 folded, full bleed, 100# dull cover, 4/1, with 1/0 Envelope - Box of 500	2	Box	\$3.00	\$ 6.00	2 to 5
2.	Business Cards	3.5x2.5, Soft Touch 2 sided/2 colors - Shell only, vendor populates names in cards mail out as needed - Box of 250	25	Box	\$2.00	\$50.00	2 to 5
Lot One (1) All or None Total						\$2000.00	

Lot One (1) Printing Services Cost Proposal							
Item	Description	Minimum Specifications	Annual Estimated Quantities	Unit of Measure	Unit Cost	Extended Cost	ARO Days
1.	Generic Greeting Cards	5x7 folded, full bleed, 100# dull cover, 4/1, with 1/0 Envelope - Box of 500	2	Box			
2.	Business Cards	3.5x2.5, Soft Touch 2 sided/2 colors - <u>Shell only</u> , vendor populates names in cards mail out as needed - Box of 250	25	Box			
3.	Business Cards	3.5x2.5, Regular 2 sided/2 colors - vendor populates names Shell only, mail out as needed - Box of 250	25	Box			
4.	Round Logo Labels for clothing	White Gloss Label Stock with Permanent Adhesive, 2.5" Circular 1 color	5,000	Each			
5.	Round Logo Labels for clothing	White Gloss Label Stock with Permanent Adhesive, 2.5" Circular 1 color	10,000	Each			
6.	Flyers	Letter size 1 sided, full color, 70# matte	500	Each			
7.	Post Cards (not mailed)	5x7 flat, full bleed, 80# dull cover 4/4 process	5,000	Each			
8.	Post Cards (mailed through vendor's mail house)	5x7 flat, full bleed, 80# dull cover 4/4 process	45,000	Each			
9.	Bi-Fold	5.5x8.5 flat, full bleed, 70# matte text, 4/4 process	5,000	Each			

Item	Description	Minimum Specifications	Annual Estimated Quantities	Unit of Measure	Unit Cost	Extended Cost	ARO Days
10.	Course Catalog	Flat: 17x11, finished: 8.5x11, 36-page self-cover with pocket, perforated intro page, full bleed, 70-matte text, 4/4 process, fold, saddle stitch, trim, carton pack and ship (freight not included)	15,000	Each			
11.	Brochures	Flat: 7x8.5, Finished: 3.5x8.5, 8-page self-cover, full bleed, 80-matte text, 4/4 process + satin aqueous, die cut, score, fold, saddle stitch, trim, rubber band in 50's, carton pack and ship (freight not included)	250,000	Each			
12.	Folder	Flat: 19.5x16, finished: 9x12, full bleed, 100-matte cover, 4/0 process + satin aqueous, die cut, score, fold and glue both pockets; collate 6 documents into folders, drop ship (freight not included)	7,500	Each			
13.	Envelopes	9x12 catalog envelopes, no bleed, white wove stock, 4/0 process, imprint 1300 addresses on envelopes from list supplied; insert letters and drop at Post Office (postage not included)	1,300	Each			
14.	Posters	18x24 flat, 80# text, 4/0, full bleed	1,000	Each			
15.	Creole & Spanish Translation	Translation of words	500	Per Word			
<b>Total All or None Lot One (1)</b>							



- 6.2 **Promotional Cost Proposal Form Lot Two (2):** Proposer(s) shall complete the following table providing firm fixed cost fully burdened and include all labor, costs associated with the specified line item and services for all applicable line items. The total fixed cost shall be used for evaluation purposes. Extended Cost is calculated by multiplying Unit Cost by the Estimated Quantities. In the ARO column, provide the days product ships after receipt of the order (ARO). All Proposer(s) are required to complete this Section as shown.

Lot Two (2) Promotional Materials							
Item	Description	Minimum Specifications	Annual Estimated Quantities	Unit of Measure	Unit Cost	Extended Cost	ARO Days
1.	Round Logo Labels for clothing	White Gloss Label Stock with Permanent Adhesive, 2.5" Circular, 1 color imprint	5,000	Each			
2.	Round Logo Labels for clothing	White Gloss Label Stock with Permanent Adhesive, 2.5" Circular, 1 color imprint	10,000	Each			
3.	Magnetic Name Tags	3 ½" x 1 ½", White Plastic, 2 ply, magnet backer	1000	Each			
4.	Stress ball Circle	1 color imprint Size 2-3/4" Material: Soft Polyfoam Box of 50	1	Box			
5.	Stress ball Circle	1 color imprint Size 2-3/4" Material: Soft Polyfoam Box of 250	1	Box			
6.	Stress ball Circle	1 color imprint Size 2-3/4" Material: Soft Polyfoam Box of 500	1	Box			
7.	Lanyard	Breakaway release, 1 color imprint Width: 0.51inch/1.3cm Material Durable Flat Nylon Length:19inch/49cm Box of 50	1	Box			
8.	Lanyard	Breakaway release, 1 color imprint Width: 0.51inch/1.3cm Material Durable Flat Nylon Length:19inch/49cm Box of 250	1	Box			
9.	Lanyard	Breakaway release, 1 color imprint Width: 0.51inch/1.3cm Material Durable Flat Nylon Length:19inch/49cm Box of 500	1	Box			
10.	Selfie Ring Light	Selfie Ring Light with Cell Phone Holder, Dimmable LED Circle Light with 1 color imprint Box of 50	1	Box			
11.	Selfie Ring Light	Selfie Ring Light with Cell Phone Holder, Dimmable LED Circle Light with 1 color imprint Box of 250	1	Box			

Item	Description	Minimum Specifications	Annual Estimated Quantities	Unit of Measure	Unit Cost	Extended Cost	ARO Days
12.	Sticky Bookmark/flags	1 color imprint Material Paper Box of 50	1	Box			
13.	Sticky Bookmark/flags	1 color imprint Material Paper Box of 250	1	Box			
14.	Multi color Sticky Bookmark/flags	1 color imprint Material Paper Box of 500	1	Box			
15.	Retractable Ballpoint Pen	Plastic, black or blue ink, 1 color imprint Box of 50	1	Box			
16.	Retractable Ballpoint Pen	Plastic, black, or blue ink, 1 color imprint Box of 250	1	Box			
17.	Retractable Ballpoint Pen	Plastic, black, or blue ink, 1 color imprint Box of 500	1	Box			
18.	Retractable pen with Stylus	Plastic, black, or blue ink, 1 color imprint Box of 50	1	Box			
19.	Retractable pen with Stylus	Plastic, black, or blue ink, 1 color imprint Box of 250	1	Box			
20.	Retractable pen with Stylus	Plastic, black, or blue ink, 1 color imprint Box of 500	1	Box			
21.	Non-woven Reusable Shopping Tote bag	Material: Non-woven, 1 color imprint Box of 50	1	Box			
22.	Non-woven Reusable Shopping Tote bag	Material: Non-woven, 1 color imprint Box of 250	1	Box			
23.	Non-woven Reusable Shopping Tote bag	Material: Non-woven, 1 color imprint Box of 500	1	Box			
24.	USB Car Charger	Single USB, 1 color imprint Box of 50	1	Box			
25.	USB Car Charger	Single USB, 1 color imprint Box of 250	1	Box			
26.	USB Car Charger	Single USB, 1 color imprint Box of 500	1	Box			
27.	3 in 1 charging cable	1 color imprint Box of 50	1	Box			
28.	3 in 1 charging cable	1 color imprint Box of 250	1	Box			
29.	3 in 1 charging cable	1 color imprint Box of 500	1	Box			
30.	Plastic Water Bottle	16 oz BPA Free, Dishwasher Safe, 1 color imprint Box of 50	1	Box			
31.	Plastic Water Bottle	20 oz BPA Free, Dishwasher Safe, 1 color imprint Box of 250	1	Box			

Item	Description	Minimum Specifications	Annual Estimated Quantities	Unit of Measure	Unit Cost	Extended Cost	ARO Days
32.	Plastic Water Bottle	16 oz BPA Free, Box of 500 Dishwasher Safe, 1 color imprint	1	Box			
33.	Travel Mug	16 oz, 1 color imprint Box of 50	1	Box			
34.	Travel Mug	16 oz, 1 color imprint Box of 250	1	Box			
35.	Travel Mug	16 oz, 1 color imprint Box of 500	1	Box			
36.	Tablecloth	Standard non-fitted, Poly/Cotton, 6' rectangle tablecloth	3	Each			
37.	Computer monitor calendar	Full color imprint Box of 50	1	Box			
38.	Computer monitor calendar	Full color imprint Box of 250	1	Box			
39.	Computer monitor calendar	Full color imprint Box of 500	1	Box			
40.	Phone holder	1 color imprint Pop Socket Pop Grip with phone stand or grip Size: 1/4" x 1-9/16" (collapsed) Box of 50	1	Box			
41.	Phone holder	1 color imprint Pop Socket Pop Grip with phone stand or grip Size: 1/4" x 1-9/16" (collapsed) Box of 250	1	Box			
42.	Phone holder	1 color imprint Pop Socket Pop Grip with phone stand or grip Size: 1/4" x 1-9/16" (collapsed). Box of 500	1	Box			
43.	Bottled Hand Sanitizer	70% Alcohol, 2 oz, 4-color process Box of 50	1	Box			
44.	Bottled Hand Sanitizer	70% Alcohol, 2 oz, 4-color process Box of 250	1	Box			
45.	Bottled Hand Sanitizer	70% Alcohol, 2 oz, 4-color process Box of 500	1	Box			
46.	Adhesive Notepad	4" x 3" sheet of 25, full color imprint Box of 50	1	Box			
47.	Adhesive Notepad	4" x 3" sheet of 25, full color imprint Box of 250	1	Box			
48.	Adhesive Notepad	4" x 3" sheet of 25, full color imprint Box of 500	1	Box			
49.	Magnetic Clips	Large size 2"-3" 1 color imprint Box of 50	1	Box			
50.	Setup Fee	Cost associated with the creation of a die, plate, screen, or other fixtures used to print FLVS logo on promotional items	50	Each			
51.	Art Fee	Designing of FLVS' Artwork	50	Each			
<b>Total All or None Lot Two (2)</b>							

## 6.2 A Percentage Discount Off Manufacturer's Suggested Retail Price

As printing and promotional material changes, the agreement resulting from this RFP will include any and all new products added to the manufacturers' product line during the life of the agreement. Therefore, in addition to submitting proposals for the listed Lots in the cost proposal form, proposers are required to submit prices identifying discounts off the Manufacturers' Suggested Retail Prices (MSRP). This may include current printing and promotional material not identified in the RFP, and any future marketing tools that comes to market over the duration of the term of this contract. Cost Sheet is to be submitted with this RFP document.

Description	Lot 1 Discount Percentage Printing Services	Lot 2 Discount Percentage Promotional Materials
Fixed Catalogue for Printing Services and Promotional Materials	%	%

### Notes:

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

## 6.3 Cost Proposal Form: P-Card Acceptance

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

☐ Yes      ☐ No (Check one)

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

Detailed Description	Total
	\$ _____

**6.5 Additional Services (optional)**

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

**6.6 Cost Proposal General Notes:**

- FLVS reserves the right to make award(s) by individual item, primary and alternate, group of items, all or none or a combination thereof; to reject any and/or all proposals or to waive any minor irregularity or technicality. Responders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

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

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

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

7.3 FLVS has implemented a Purchasing Card Program to streamline our procurement process.

7.3.1 By making purchases with the Visa Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. Our Awardees also achieve cost saving results by accepting our Purchasing Card.

7.3.2 FLVS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees or price increases may be assessed by the contractor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this contract, and any applicable extensions.

7.4 This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and FLVS. No modification of this RFP, except by addendum issued by FLVS, shall be binding on FLVS.

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

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

7.7 Purchasing Agreements with Other Government Agencies. All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

7.8 Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.

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

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

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

7.12 Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in Florida Court in and for Orange County, State of Florida. The laws of the State of Florida shall govern this transaction.

7.13 Attached as Appendix L (in the Required Forms Packet) is the most current version of FLVS' standard contract. By submitting a response to this RFP, submitters acknowledge and agree that they have reviewed this standard form and have no objection to it. Further, if selected by FLVS, Submitters acknowledge and agree that they will execute this standard form contract, subject to FLVS' right to make revisions and modifications thereto prior to execution, where FLVS has determined, in its sole discretion that such revisions or modifications are in FLVS' best interest.

During contract negotiations, the respondent is expected to make every effort to timely respond to issues to ensure final contract agreement. FLVS will provide certain deadlines to meet during negotiations. Failure to meet the deadlines may be cause for termination of negotiations. In the event negotiations are terminated, FLVS will follow the procedures outlined in Section 2.3.5.

7.14 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Proposer without prior written consent of the School. The Proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School.

7.15 With the consent and agreement of the Awardee(s), purchases may be made under this response by other school boards and governmental agencies. Services are to be furnished in accordance with the Contract of said product(s) and/or service(s) resulting from this Response. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this RFP that the submission of any response, in response to this advertised request, shall constitute a response made under the same conditions, for the same contract price, and for the same effective period as this response to all public entities if they so request.

7.16 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 public-school district or school board in Florida. Should the Contractor enter into any agreement with any other public school district or school board in Florida for the delivery of any good(s) or service(s) in this Agreement which provides for benefits or terms more favorable than those contained herein, then this Agreement shall be deemed to be modified to provide FLVS with those more favorable benefits and terms. For this purpose, the 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.

7.17 All accounting and invoicing correspondence must reference FLVS purchase order number. Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by FLVS. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor,

disposal fees, etc. These items must be received by FLVS consultant/representative at least ten (10) working days before the deadline for submission of Awardee's request for payment dates.

7.18 Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company.

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

7.18.2 General Liability Insurance of not less than One Million (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) General Aggregate for bodily injury, property damage liability, personal injury, advertising liability, and shall include errors and omissions coverage. The General Liability policy should be on CGL 0001 (12/04) or equivalent form. Insurance shall be primary and non-contributory to any other insurance of the certificate holder and shall name the certificate holder, owners and any other required by written contract or an agreement as additional insured.

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

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

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

6.18.4 Automobile Liability Insurance: Automobile Liability Insurance shall be maintained, by contractor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

7.18.5 Professional Liability and Cyber Liability including: Technology Errors and Omissions, Telecommunications Errors and Omission, or Multimedia Professional Liability whichever is applicable not less than One Million Dollars (\$1,000,000.00), and Network Security Liability, Privacy Liability, Crisis Management, Cyber Extortion, and Media Liability not less than One Million Dollars (\$1,000,000.00).

7.19 Legal Requirements: It shall be the responsibility of the Awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner



affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with FLVS are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

7.20 After notification of award, the Awardee(s) shall indemnify and hold harmless FLVS as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of FLVS as set forth in Florida Statutes.

7.20.1 Successful Proposer shall, in addition to any other obligation to indemnify Florida Virtual School and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

a. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

b. Violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

c. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

d. Any costs or expenses, including attorney's fees, incurred by Florida Virtual School to enforce this agreement shall be borne by the Contractor and venue shall be in Orange County.

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

7.22 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.

7.23 Financial Terms and Conditions.

7.23.1 Payment

Contractor will provide all Services, as defined in the RFP. All travel and related expenses are included. Payment shall be made in arrears as follows: on a monthly basis in accordance with Purchase Orders within 45 days of invoice.

#### 7.23.2 Conditions to Payment

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

#### 7.23.3 Maintenance Services

FLVS shall pay to Contractor the annual maintenance fee (after the warranty period has ended) set forth in the Pricing Schedule in accordance with the Maintenance Services Schedule, if applicable. Maintenance Services shall be invoiced on July 1 of each applicable year and be payable in accordance with the provisions of paragraph 6.23.6. This fee shall cover all Maintenance Services, updates and Releases to the Licensed Software during the period to which such annual maintenance fee shall apply. These are for all purchase products and/or modules, Enhancements and Releases.

#### 7.23.4 Scope of Work (SOW)

In the event that FLVS shall issue a SOW (Scope of Work) for Services, under this Contract, District shall pay to contractor an amount determined by the hourly rates under the Pricing Schedule, not to exceed the maximum cumulative amount for a Scope of Work under this Contract. Invoices for each SOW shall itemize the time and materials expended on the particular SOW.

#### 7.23.5 Payment Terms Our Payment Clause

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

#### 7.23.6 Form of Invoicing

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

#### 7.23.7 Performance Bond – Intentionally Omitted

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

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

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

7.24.2 All awardees shall comply with Chapter 442, Florida Statutes to any product or item delivered or used when providing goods or services under this contract by providing Material Safety Data Sheets (MSDS) when applicable.

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

- 7.25 Federal Provisions [THESE PROVISIONS MAY NOT BE APPLICABLE TO THIS CONTRACT BUT FLVS IS REQUIRED BY THE UNIFORMED GRANT GUIDANCE TO HAVE THIS IN ALL CONTRACTS UTILIZING FEDERAL FUNDS]

7.25.1 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.

7.25.2 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.

7.25.3 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.

- 7.25.4 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).
- 7.25.5 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.
- 7.25.6 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.

## 8.SPECIAL PROVISIONS

8.1 Renewals: It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

8.2 FLVS, at its sole discretion, may exercise options to extend the contract for the number of renewals referenced in Section 1.2.a, based upon funding availability and by mutual written consent of both parties. Respondent understands that any rate increases must be requested in writing with supporting documentation, approved by FLVS, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the renewal periods.

### 8.2.1 Price Increase – INTENTIONALLY OMITTED

8.3 Contract Termination: FLVS shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than ninety (90) days prior to the date that such termination is to be effective, or with such lesser notice as FLVS may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to FLVS. In the event FLVS shall elect to terminate this contract without cause, FLVS shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and FLVS shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.

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

8.4.1 Proposer(s) shall include a copy of all applicable licensing with their response.

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

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

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

8.5.1 Qualifications of new people working under this contract will be submitted to FLVS, in writing, for approval prior to them conducting any service under this contract. Submit a list of all employees who will be working under the current contract, any intention for additional personnel, and back-up personnel for each function.

8.5.2 Effective September 1, 2005, as per Section 1012.465 of the Florida State Statutes all Florida education agencies and Contractual personnel must be in compliance with the Jessica Lunsford Act. Awardees meeting any of the criteria including those

permitted access on school grounds when students are present, or those who have direct contact with students, or those who have access to or control of school funds are required to be Level II fingerprinted and screened by our Human Resources Department. This consists of a FDLE/FBI criminal record and fingerprint search. Contractor shall assign no person to perform work hereunder who has any form of criminal record without the prior written authorization of FLVS.

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

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>.

8.6 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, attached hereto as Appendix K.

8.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid 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 contractor list.

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

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

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

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

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

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

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

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

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

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

8.13 Family Educational Rights and Privacy Act (FERPA): (including software related purchases) Proposer acknowledges that FLVS has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom FLVS has outsourced certain institutional services or functions: a.) Confidential information about FLVS' students is contained in records provided to and maintained by Proposer, and Proposer will protect the privacy of all student education records to the fullest extent required of FLVS under FERPA; b.) Proposer is performing an institutional service or function that has been outsourced by FLVS and for which FLVS would otherwise use its employees; c.) Proposer is under the direct control of FLVS with respect to the use and maintenance of education records, as defined by FERPA; d.) Proposer is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a); e.) Even in circumstances that might justify an exception under FERPA, Proposer may not disclose or re-disclose personally identifiable information unless FLVS has first authorized in writing such disclosure or re-disclosure; and f.) Proposer will not use any personally identifiable information acquired from FLVS for any purpose other than performing the services or function that are the subject of this agreement.

8.14 ADA Compliance: Under Title II of the Americans with Disability (ADA) Act. The ADA requires that persons with disabilities are provided both physical and programmatic access to all programs and services offered by public entities. Contractor complies with all rules and regulations under the Americans with Disabilities Act (ADA) in accordance with federal, state and local disability rights legislation. Contractor agrees to comply with all with WCAG 2.1 A.A. and 508 Accessibility Standards specified within:

- [Section 508 of the Rehabilitation Act of 1973, as amended \(Sec. 508\)](#)
- [Americans with Disabilities Act of 1990, as amended \(ADA\)](#)

8.15 Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.