



PROCUREMENT SERVICES

Request for Proposal Hosted Assessment RFP01-2202744B01-HSTASM-XXXXXX

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

Public meetings shall be conducted via Zoom Conference.

Dial-In Number: 646 876 9923

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

Meeting ID: 682 689 5354

Direct all inquiries in writing to FLVS Procurement Services.

Adam Vierbickas | avierbickas@flvs.net

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	April 8, 2022	Bonfire & FLVS.net
Pre-submittal Conference (Non-Mandatory Meeting)	Overview of RFP	N/A	N/A
Question & Answer Deadline	Written question and answer period	April 21, 2022, no later than 2:00 PM EST	Submitted through Bonfire
Bid Due Date/Time	All responses due. The names of the respondents announced.	May 5, 2022, no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	May 12, 2022 9:00 AM EST	Public Zoom Conference
Presentation and/or Interview	Scoring (Public Zoom Conference)	May 19, 2022 10:00 AM EST	Private Zoom Conference Invite for interview
Notice of Intent to Award Date	Public notice of FLVS intentions to proceed	May 19, 2022 (Tentative)	Bonfire & FLVS.net
Award Date Tentative Date	Date of FLVS Board Approval	June 14, 2022	N/A

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

TABLE OF CONTENTS

Section 1	Overview	3
Section 2	Evaluation of Responses	4
Section 3	Compliance and Response Submission	9
Section 4	Instructions to Proposer	13
Section 5	Scope of Services	17
Section 6	Cost Proposal Form	25
Section 7	General Terms and Conditions	28
Section 8	Definitions	31

REQUIRED FORMS PACKET – RFP ATTACHMENT 1

Section 3	Response Checklist	2
Section 3	Compliance Information Sheet	3
Section 7.18	Certificate of Insurance meeting RFP required coverage	4
Appendix A	Contractor's Statement of Qualifications	5
Appendix B	Acknowledgement of Business Type	6
Appendix C	Statement of Affirmation and Intent	7
Appendix D	Mutual Non-Disclosure Agreement	8
Appendix E	Addenda Form / Dispute Resolution Clause	11
Appendix F	Fair Labor Act / Public Crimes / Federal Debarment Certifications	12
Appendix G	Drug Free Workplace Certification	13
Appendix H	Public Records Act/Chapter 119 Requirements	14
Appendix I	Anti-Lobbying Certification	15
Appendix J	Reference Release Form	16
Appendix K	E-Verify Certification Form, Vendor Application and W-9 Form	17
Appendix L	Master Service Agreement, Statement of Work, and Change Order	26

FLORIDA VIRTUAL SCHOOL
REQUEST FOR PROPOSAL
Hosted Assessments

1. OVERVIEW

- 1.1. Purpose** - Florida Virtual School (“FLVS”) is seeking responses from qualified proposers to provide a solution for hosting and delivering online assessments, i.e. a “Hosted Assessments Solution”.
- 1.2. About FLVS** - As an online Kindergarten-12th grade solutions provider, Florida Virtual School is committed to providing valuable resources for every school district and school across the nation. FLVS offers a variety of educational products and services to B2B and B2C audiences, including: K-12 Online Schools, Teacher Training and Professional Development, Digital Curriculum (190+ Courses), Tech Solutions and Platforms. Additional information about FLVS can be found on <https://www.flexpointeducation.com/> (National Services) and www.flvs.net (Florida Services). FlexPoint Education Cloud is a trademark of Florida Virtual School under which our digital courseware is marketed outside of the State of Florida.
- 1.3. Contract Scope, Structure, Terms, and Pricing**
- 1.3.1. Contract Services, Structure, Term, Sequence and Pricing:** FLVS shall enter into a “single contract” with a “single prime Proposer”, or multiple proposers as deemed to be in FLVS’s best interest for all services as described under this RFP. It is the responsibility of the Proposer to partner as necessary and assemble the team, skills, assets and other qualifications to meet all requirements in the RFP. The selected Proposer shall assume all contractual responsibilities, obligations and comply with all contract terms and conditions.
- 1.3.2. Scope of Work:** The scope of work under this contract is in Section 5 of this RFP.
- 1.3.3. Contract Structure:** FLVS shall contract the services described herein under a single contract. The single contract, however, shall be packaged into one Master Service Agreement (“MSA”) with an associated Scope of Work (SOW). A separate SOW shall be issued for all services to be provided. A brief summary of the expected contract scope under each of these agreements is shown below.
- 1.3.4. Contract Term:** The term shall be for five (5) years with three (3) optional one-year renewals as directed by FLVS.
- 1.3.5. Contract Pricing:** The MSA and SOW(s) shall be based upon the final negotiated prices. Contractors shall provide pricing as required on the proposal price sheet. Alternate price structures may be submitted in addition to the pricing requested. FLVS reserves the right to reject proposals that do not comply with the information requested on the proposal price sheet.

2. EVALUATION OF RESPONSES

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

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

2.1. Proposal Evaluation Committee (PEC)

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

- 2.1.2 The PEC committee shall consist of FLVS staff members who are voting members, non-voting subject matter experts (SMEs) and at FLVS's discretion, non FLVS staff. The voting members of the PEC shall convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria. Non-voting member(s) responsibilities include reviewing the proposals, testing in demo environments where applicable, and providing subject matter expertise.
- 2.1.2 The PEC, at its sole discretion may waive the requirement to have demonstrations or interviews and may determine an award based on the evaluation criteria listed in the Table in Section 2.4.1.
- 2.1.3 The PEC reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require at the discretion of FLVS formal presentations with the key personnel who shall administer and be assigned to work on behalf of the contract before recommendation of award.

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

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

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

2.3 Reply Opening

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

2.4 Responsiveness to Submittal Requirements

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

2.5 Proposal Evaluation

2.5.1 Step 1: Evaluation

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

FLVS shall evaluate each written response by Lot based on the evaluation criteria listed in Section 2.6.1 using a 0-10 rating system multiplied by the weights assigned. This meeting shall be open to the public via the zoom link provided on the cover page.

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

Step 1b: Procurement will combine the evaluation scores submitted by all PEC members and shall determine the highest scoring responses based on the total evaluation scores received. FLVS reserves the right to determine the cutoff score and the number of responses that may advance to Step 2. Step 2 is optional at

the sole discretion of FLVS. If FLVS determines that Step 2 is not required, award recommendation will be made based on the scores from Step 1.

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

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

- a. Procurement Services will assign the date and venue for the demonstrations and/or oral presentations based upon a random drawing of the responses advanced to Step 2;
- b. The PEC may require the finalists to furnish additional information or respond to questions and/or clarifications prior to or at the oral demonstration/interview;
- c. FLVS may require finalists to provide login or access for testing systems if applicable as directed;
- d. FLVS reserves the right to invite additional subject matter experts from FLVS and/or its representatives to attend oral demonstrations/presentations;
- e. Following the oral demonstrations/oral presentations, FLVS may require finalists to furnish additional information or respond to questions and/or clarifications that might be needed to finalize the PEC scoring. May require additional public meeting(s).
- f. Using the evaluation criteria in Section 2.6.2, each member of the PEC will separately score each respondent's demonstration/oral presentation using a 0-10 rating system multiplied by the weights assigned. The procurement representative will combine the evaluation scores submitted by all PEC members for this step.
- g. The procurement representative use fresh scores when evaluating all shortlisted proposers during the interview/presentations stage of this solicitation.
- h. Procurement Services will post an Intent to Award Notice within approximately two weeks from finalist selection.

2.6 Evaluation Criteria

The responsive replies will be evaluated and ranked on a scale of 0-10 using the following criteria multiplied by the weights assigned. We reserve the ability to award to multiple proposers for each lot if it is in FLVS best interest. This meeting shall be open to the public via the zoom link provided on the cover page.

2.6.1 Evaluation Criteria – Hosted Assessments System

These criteria shall be used through the evaluation process as described subsequently:

#	Criteria Description	Weight
1	Qualifications of business and compliance	10%
2	Quality of case studies demonstrating experience of similar size and scope	10%
3	Scenario based demonstrations	30%
4	Ability to meet or exceed stated requirements and responses to questionnaire	30%
5	Cost	20%
	Total Possible	100%

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

2.6.2 Respondent Presentation/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 of the sample exercise	40%
2.	Question and answers session including requested clarifications that demonstrate proposer's ability to meet or exceed RFP requirements	40%
3.	Additional value-added services and/or cost saving strategies	20%
	TOTAL	100%

2.6.3 Sample Interview/Exercise

The shortlisted respondents shall complete a work exercise prior to the scheduled interview meeting. During the interview session, the respondent shall demonstrate the steps taken to complete the provided exercise followed by a question and answers session. The results shall factor into scoring criteria 1 (Quality of the presentation demonstrating ability to meet or exceed the requirements of the sample exercise) specified in Section 2.6.4 of the RFP.

2.7 Basis of Award

Recommended award shall be made to the highest ranked Proposer(s) whose response is determined in writing to be the most advantageous, bringing “best value” to meet the criteria of FLVS. FLVS reserves the right to make awards by individual item, group of

items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularities or technicalities. All purchases are contingent upon FLVS funding. Following the selection and upon final negotiation of the contract terms and conditions with the top ranked Respondent, recommendation for contract award will be submitted to FLVS Board of Trustees (if total value is \$300,000 or more) or Procurement Director approval (if total value is under \$300,000).

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

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

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

Space Intentionally Left Blank

3. RESPONSE SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

3.1 Compliance and Electronic Response Submission

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

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

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

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

3.1.1 Proposal Structure

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

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

Submit the following separate electronic documents clearly labeled in PDF format

- One (1) electronic full unredacted response
- One (1) redacted version (see Public Records Appendix H)
- Cost Proposal Forms – Section 6 page (30 – 32 of this document)
- Proof of Financial Stability
- Required Forms Packet - must be submitted as part of the response completed fully and without edits

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

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

3.1.3 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 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 an Appendix L, FLVS Master Service Agreement (MSA), Statement of Work (SOW) template, and Change Order template.

- | | |
|---|--|
| 1. Response Checklist (Section 3) | 2. Compliance Information Sheet (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) |

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

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

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

- Demonstrate use of proper input validation using common security libraries such as ESAPI from OWASP to prevent common attacks if 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 deliverables shall adhere with Americans with Disabilities Act (ADA) in accordance with federal, state, and local disability rights legislation in accordance with WCAG 2.1 and 508 Accessibility Standards.

3.2 Qualifications, Background and References Instructions

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

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

3.2.2 Experience - Describe your company's experience with the services specified in Scope of Services.

- a. Describe strategic advantages your organization brings to the engagement with FLVS.
- b. List awards won or industry/professional recognition related to your services in the last 5 years.

3.2.3 References

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

- 3.3 Case Studies** – Provide three case studies demonstrating similar projects in size and scope to the below scope of services (preference given to case studies of K-12 schools). The case study should include the following: size, scope, project term, lessons learned, best practices developed, and any other relevant information required to understand the project's relevance to the scope of services listed below.

Space Intentionally Left Blank

4. INSTRUCTIONS TO PROPOSER

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

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

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

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

4.3.1 Redacted Submissions

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

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

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

- 4.4 **Posting of Public Notices:** All public notices will be posted for review by interested parties on <https://flvs.bonfirehub.com> and <https://flvs.net/about/procurement-opportunities/solicitations-open>. Notices will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.5 **Bid Protests:** Any person who believes they are adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a Notice of Intent to Protest in accordance with Section 120.57(3), Florida Statutes. Notice must be sent to procurement@flvs.net. Following Notice, a formal written protest must be accompanied by a bond payable to FLVS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in Section 287.042(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 4.6 **Written Clarifications:** Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification through Bonfire no later than the date and time specified on the cover sheet. Any interpretation to a Proposer shall be made only by amendment duly issued. All Amendments will be posted and disseminated on the following websites:
- Bonfire (<https://flvs.bonfirehub.com/opportunities>)
 - Florida Virtual School Procurement Opportunities (<https://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 (via email) of postings during the life of this solicitation. **You will not be notified if you downloaded a copy of this response from FLVS.net.**

All questions must be in writing and submitted through Bonfire.

- 4.6 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.
- 4.7 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.
- 4.8 FLVS will receive sealed electronic responses until the date and time indicated on the cover page. Responses must be submitted electronically to the electronic drop box on <https://flvs.bonfirehub.com/opportunities> as described on the cover page. No late submissions will be accepted. It will be the Proposer's responsibility to submit the electronic response to the drop box on time. Respondent shall contact Bonfire for technical support if they experience difficulty uploading their submission at Support@GoBonfire.com. Note that the official clock, for the purpose of receiving responses, is the Bonfire system timestamp.
- 4.9 **Purchase Order:** The award of the response shall not constitute an order. Before services rendered, Proposer must receive a purchase order from FLVS.
- 4.10 **Conflict of Interest**
- 4.10.1 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

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

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

4.10.4 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.

Space Intentionally Left Blank

5. SCOPE OF WORK

Scope of Services: Florida Virtual School (FLVS) is soliciting proposals from firms that provide a solution for hosting and delivering online assessments, i.e. a “Hosted Assessments Solution”. The solution must have the capability to securely transmit FLVS proprietary assessment data to a variety of Learning Management Systems “LMS” (Educator, Agilix Buzz, Blackboard Learn and Ultra, Brightspace, Canvas, Moodle 3.2-3.9, and Schoology). Assessments that are hosted within the solution should have the ability to be tagged with appropriate metadata to accommodate searching and reporting.

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

5.1 Hosted Assessments Solution

Description of Services - Hosted Assessments Solution FLVS is looking for a Hosted Assessments Solution that we have administrative control over the contents with the additional requirements listed below:

FLVS is open to responses that include storing student data within the hosted assessment platform and those that do not store any student data. **We strongly prefer a solution that does not store any student data. Any proposed solution that stores student data will have six points deducted from the evaluation criteria “Ability to meet or exceed stated requirements and responses to questionnaire”. If the solution stores student Personally Identifiable Information (PII), awarded vendors may be required to sign additional data privacy agreements.**

Critical Questionnaire – Hosted Assessments Solutions

Item #	Critical Question and Response Section	
1	Question:	How does the system handle student data?
	Response:	
2	Question:	Do you store any student data? If yes, what data is stored, for how long and is there any way to have the system not store the student data.

	Response:	
3	Question:	What are the temporary storage limits of transactional data? (How long do you store transactional data?)
	Response:	
4	Question:	Does the system allow for all student data to remain in the origin LMS system and only move the assessment data between the two systems?
	Response:	

Index	Requirements	Yes or No
1	The system must allow for role-based permissions/access.	
2	The system restricts access to reports based on role	
3	The platform allows for the submission of audio and video answers	
4	The system allows for assessment responses to be submitted as an attachment	
5	The system allows for assessment responses to be filled in (in place of an attached document)	
6	The platform allows users to use the following media types: audio, video, images	
7	The system allows for a drop box within the exam	
8	The system allows for audio recordings to be uploaded as part of the assessment item and response	
9	The system can support project-based assessments; ability to upload audio/video for responses	
10	The system can integrate all assessments with Text Reader	
11	The system can integrate with Turnitin	
12	The system must integrate with various text readers (like NaturalReaders). (Educator functionality: K-5 is built in; 6-12 is turned on by the CID)	
13	The platform can integrate with multiple LMS's (must support all the LMSs we utilize)	
14	The system provides the ability to exempt assessments at the school level	
15	The system provides the ability to exempt assessments at the section level	
16	The system provides the ability to exempt assessments at the student level	
17	The system allows us to manage and configure assessments on the school level	

18	The system allows us to manage and configure assessments on the section level	
19	The system allows for exemptions to be set on the course level	
20	The system allows for assessments to be grouped	
21	The system allows for reading excerpts to be grouped with the requisite questions	
22	The system must provide the ability to anchor question groups.	
23	The system provides the ability to scramble groups	
24	The system must allow for the authoring of all assessment types	
25	The system offers more dynamic question types, such as videos and animations	
26	The system must allow for students to take breaks during an exam.	
27	The system must allow for time extensions or time extension variables on exams. (Such as time and a half, double time, breaks, be able to take the test in sections, etc)	
28	The system must be 508 compliant.	
29	The system must meet WCAG 2.1 compliance requirements.	
30	The system allows for all course grades for the same student to be reported in our LMSs.	
31	The system must have the ability to allow retakes/ resets of assessment.	
32	The system allows for questions to be searchable by standard/topic (meta tagging)	
33	The system must allow for the customization metadata for assessments, editor, and repository	
34	The system provides the ability to tag assessment questions in multiple fields: complexity, standards	
35	The system allows for individualized, adaptive feedback form the teachers within the system when the grading occurs.	
36	The system allows for prescribed feedback; conditionally based on performance form the teachers within the system when the grading occurs, preferability within out LMSs.	
39	The platform allows for release conditions to be set on assessments	
40	The platform allows for the ability to weight exams	
41	The platform allows for the import and export of question banks	
42	The platform allows the administrative user to customize buttons within assessment	
43	The platform can support serving an entire assessment, not just exam items	
44	The system allows for the assignment of point values of our choosing	
45	The system allows the use of standardized/specialized answer formats	
46	The system must allow the ability to view assessments and responses (upon completion) to be toggled on/off.	
47	The system must have the ability to save assessments questions banks.	

48	The platform allows all users to use either keyboard or tablet with stylus to input responses	
49	The provider will need to be able to provide “technical details of” how the system will work with various LMS's.	
50	The platform passes grades and metadata for assessments to LMS	
51	The system allows for differentiated assessment delivery on a student/assessment level	
52	The system allows instructors to view assessment before and after completion	
53	The system can point to an exam item and not necessarily an exam	
54	The system can allow users from multiple Learning Management Systems to access assessments at the same time.	
55	The system provides the ability to export assessment item analysis reports.	
56	The system can pass assessment results back to the originating LMS including grade result and feedback, if the hosted systems handles feedback and grading internally.	

Scenarios with Methodology responses – There is a list of scenarios in the table below. Provide a slide deck, documents with screen shots, or a hyperlink to the one video showing each scenario. The area listed next to each scenario is where the scenario takes place.

Item #	Area	Scenarios	
1.	User Interface	Scenario:	<ul style="list-style-type: none"> • Show how the student accesses the assessment from the LMS. • Show the completion of an assessment that displays one question at a time, advancing through the assessment. • Is the data available in the LMS, or is it accessed through a dashboard in the hosted assessment platform? Demonstrate how the data is accessed regardless of the access method. • Show how Turnitin reporting is accessed if available. • Show how students and instructors will view feedback? • Demonstrate if the tool can provide feedback on the item specific level or just the assessment level and what that looks like. • Show how the tool allows teachers to reassign questions within an assessment. If they cannot reassign individual questions, show how the entire assignment is reassigned. • Show what the UI experience is like (post-assessment) for the instructor, parent, student, and the administrator?

2.	Admin Rights (FlexPoint)	Scenario:	<ul style="list-style-type: none"> • Show how FLVS will provide access to reports for customer administration personnel. • Demonstrate any version controls available
3.	Assessments	Scenario:	<ul style="list-style-type: none"> • Demonstrate how assessment data can be exported to a data warehouse, data lake, or other data storage and analytics platform.
4.	Course Types	Scenario:	<ul style="list-style-type: none"> • Demonstrate how assessments are configured for regular vs honors students. • Demonstrate assessments exemption based on mastery

Respondent Questionnaire – Hosted Assessments Solutions

Item #	Question and Response Section	
1.	Question:	What data is sent back to the LMS and what data stays in the Hosted Assessment Platform once the assessment is complete?
	Response:	
2.	Question:	How are the data and question responses captured when an assessment is reset? What happens to the grade – does it stay?
	Response:	
3.	Question:	Can external customers modify the assessment if given proper permissions? Can this functionality be turned off?
	Response:	
4.	Question:	Does the tool provide the ability to make customizations according to which LMS is being utilized?
	Response:	
5.	Question:	How does the tool integrate with other types of software? For FLVS those are other courses providers. Provide an explanation of this integration method.
	Response:	
6.	Question:	Would you be willing to explore a tool like TurnItIn (TII) being implemented on the tool side of the platform? If it is integrated on the tool side, explain the integration method.

	Response:	
7.	Question:	How does the assessment completion score affect the percent complete reporting in the Student Information System (SIS)?
	Response:	
8.	Question:	Can assessments permissions be set by the school? If it can be, explain how the assessment permissions are set.
	Response:	
Data Access Controls Authentication & Authorization that support:		
9.	Question:	How do we authenticate OAuth, OpenID, SAML, SSO, MFA, etc.
	Response:	
10.	Question:	How do employees log in? (UserID, etc.)
	Response:	
11.	Question:	What do you integrate with? (AD or other LDAP)
	Response:	
12.	Question:	How do users log in? What credentials are used?
	Response:	
13.	Question:	Do you use Rule-Based Authentication Controls?
	Response:	
14.	Question:	Can you designate privileged accounts such as Admin, SuperUser, etc.
	Response:	
15.	Question:	If a mobile app is used, can we wipe the data remotely if the device is lost?
	Response:	
Data Protection		
16.	Question:	What data assets are stored on your system? How are they secured?
	Response:	

17.	Question:	What data classifications and tagging does your system use?
	Response:	
18.	Question:	How do you implement Data Loss Prevention (DLP)
	Response:	
19.	Question:	How do you store encrypted certificates (keys)?
	Response:	
20.	Question:	Can Hardware Security Module (HSM) be supported?
	Response:	
21.	Question:	How do you handle privacy laws? Which ones do you comply with? (GDPR, CCPA, FERPA)
	Response:	
22.	Question:	How is our data backed up? If the system goes down, what are recovery and redundancy? Recovery time?
	Response:	
Encryption Standards		
23.	Question:	What version of TLS is used? Need to be 1.2 or greater
	Response:	
24.	Question:	What strength encryption is used? (AES 256 or better)
	Response:	
25.	Question:	Are API credentials/tokens supported?
	Response:	
26.	Question:	Are Masking and Hashing supported? If yes, how are they implemented?
	Response:	
IT Infrastructure standards		
27.	Question:	There is an attachment in Bonfire under Public Files labeled IT IS General Requirements. Review the document. Is there any issues in meeting the minimum requirements listed in the document?
	Response:	

Data and Content Ownership

- All data collected 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.
- Respondent may utilize 'blind data' for the purpose of assessing performance metrics
- Student Data Registration Information collected shall reside in the FLVS Student Information System (SIS).
- All content shall remain sole property of FLVS in perpetuity free from any copyright restrictions or limitations for future use.
- FLVS shall retain sole rights to utilize and / or modify all deliverables at its discretion.
- Upon award, FLVS shall retain all intellectual property rights in all written materials, video, graphics, or other multimedia materials, computer programs (including all source and object code, documentation, manuals or specifications relating to same) and any other works or materials created for FLVS under the awarded contract and subsequent statements of work as such rights are defined in any jurisdiction throughout the world (the "Work Product"). Contractor shall execute all documents that may be necessary to confirm FLVS' ownership of the Work Product, acknowledges that FLVS may use the Work Product in whatever way and for whatever purpose it chooses, in its sole discretion, and represents and warrants that any third parties who are permitted to contribute to the Work Product under this agreement are bound by all the obligations herein.

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

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

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

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

- 6. COST PROPOSAL FORMS:** Provide a schedule of values for fees associated with the various services to be provided. Respondent costs shall include proposed strategies with proven success. Rates quoted shall be all inclusive of any related costs. All respondents are required to complete this Section as shown for each Lot of work proposed. Pricing shall be inclusive of all Work Product and/or Services as defined within the Scope of Services. Completion of the Cost Proposal form is required. Do not cite price anywhere else in the submission. FLVS reserves the right to contact Proposers on price and scope clarification at any time throughout the selection process and negotiation process.

- 6.1 Implementation Plan:** Please provide all required information below for the implementation plan. Respondent shall provide not to exceed all-inclusive rate for resources as indicated below. If there is nothing that is not needed/ included, please enter N/A in the table. If there is something that is included in another line note that on the line which will not be priced separately. Do not use "To Be Determined" or similar annotations in the cells for cost estimates. Table is scored and required

Description: Fixed Fee Lump Sum Cost for the following:	Cost
Project Implementation and Planning	\$
Development and Design Costs	\$
Testing	\$
Deployment and Implementation Costs	\$
Training Costs (if not included in implementation)	\$
Software Costs for Third Party Tools	\$
Customization Costs (required for FLVS requirements)	\$
Maintenance/Recurring Costs	\$
Post-Production / Maintenance Support	\$
Other Costs Not Listed: (Describe below)	\$
Total Fixed Cost	\$

- 6.2 Rates.** Respondent shall provide not to exceed all-inclusive rates for resources as indicated. Enter pricing for either “Price Per Student” or “Annual Total Licensing” but not both. Do not use “To Be Determined” or similar annotations in the cells for cost estimates. The table is scored and required

Description	Unit of Measure	Quantity	Unit Price	Extended Price
Price Per Student	# Of Students	1	\$	\$
Or Annual Total Licensing	1	1	\$	\$
			\$	\$
Total				\$

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

☐ Yes ☐ No (Check one)

Alternative Pricing Models

- 6.3 Alternative Pricing** Proposer may include alternative pricing structure for consideration. Any proposed pricing model shall be inclusive of all costs. FLVS shall not pay for any unidentified or third-party expenses. Acceptance of alternative pricing structures shall be at the sole discretion of FLVS. Providing alternative pricing models does not eliminate the required pricing in sections above.

Detailed Description	Total
	\$

6.4 Additional Services (optional)

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

factor into the evaluation process. Respondent shall specify any additional services offered.

6.5 Cost Proposal General Notes:

- If any services, functions, or responsibilities not specifically described in this solicitation are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this solicitation.
- Unit price will be used to determine the correct extended price if calculation error is found.
- Extended price should be computed as Estimated Total Hours multiplied by the Proposed Unit Price
- All quantities are estimated and could be higher or lower at the discretion of FLVS in accordance with the Statement of Work. Estimated quantities provided for evaluation purposes and do not guarantee dollar value of award.
- FLVS reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids/proposals or to waive any minor irregularity or technicality. Responders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- FLVS Travel Policy (for any authorized, pre-approved travel related expenses)
In compliance with 112.061, Florida Statutes, FLVS will reimburse contractors following the same policy that is set in place for all FLVS staff for ordinary, necessary, and reasonable expenses incurred in the course of business-related travel in compliance with Florida State Law, based upon the rates established in sections 112.061(3),(6),(7), Florida Statutes. Travel expenses must be supported by receipts when submitting a Contractor Travel and Expense Reimbursement Form. Florida Virtual School will only reimburse up to what is considered acceptable based on FLVS travel policy.

Space Intentionally Left Blank

7. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7.13 Financial Terms and Conditions.

7.13.1 Conditions to Payment

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

7.13.3 Performance Bond. **INTENTIONALLY OMITTED**

7.13.4 Liquidated Damages applied to Implementation and or customizations

Liquidated damages may apply if the Contractor fails to meet the project implementation schedule as specified within the Statement of Work. FLVS may, at its discretion, elect to assess liquidated damages in the amount of \$250.00 per calendar day until the earlier of the date that:

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

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

8. DEFINITIONS

The following words shall be defined as set forth below:

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

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

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

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

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

“PEC” means the Proposal Evaluation Committee or Evaluation Committee

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

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

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

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

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

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

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

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