

# PROCUREMENT SERVICES

## Request for Proposal Learning Management Systems Deployment, Migration, and Support Services RFP01-2202936B01-LMSSUP-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](mailto:avierbickas@flvs.net)

Description	Short Description	Date & Time	Location
Issue Date	Date of RFP posting	February 11, 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	February 24, 2022, no later than 2:00 PM EST	Submitted through Bonfire
Bid Due Date/Time	All responses due. The names of the respondents announced.	March 11, 2022, no later than 2:00 PM EST	Public Zoom Conference
Proposal Evaluation Committee Meeting	Responses evaluated to identify shortlisted proposers for interview.	March 17, 2022 9:00 AM EST	Public Zoom Conference
Presentation and/or Interview	Scoring (Public Zoom Conference)	March 22, 2022 10:00 AM EST	Private Zoom Conference Invite for interview
Notice of Intent to Award Date	Public notice of FLVS intentions to proceed	March 23, 2022 (Tentative)	Bonfire & FLVS.net
Award Date Tentative Date	Date of FLVS Board Approval	June 8, 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](mailto:Support@GoBonfire.com).

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# FLORIDA VIRTUAL SCHOOL

## REQUEST FOR PROPOSAL

### Learning Management System Deployment, Migration and Support Services

#### 1. OVERVIEW

**1.1. Purpose** - Florida Virtual School ("FLVS") is seeking responses from qualified proposers to provide support for digital course delivery to a variety of Learning Management Systems. This solicitation is comprised of three distinct lots, or categories of services, including Course Migration Services, Course Deployment Services and Course Support Services.

**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](http://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 three (3) years with three (3) optional one-year renewals as directed by FLVS.

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

## 2. EVALUATION OF RESPONSES

Every response shall be reviewed/evaluated in terms of its conformance to the 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, 2.6.2 and 2.6.3 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 (for all Lots)

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

Criteria No.	Criteria Description	Weight
1.	Qualifications. Background, and References	10%
2.	Case Studies	35%
3.	Ability to meet or exceed Scope of Services	35%
4.	Cost	20%
	<b>TOTAL</b>	<b>100%</b>

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

### 2.6.4 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%
	<b>TOTAL</b>	<b>100%</b>

### 2.6.5 Sample Interview Exercises

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.

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

#### 3.1 Compliance and Electronic Response Submission

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

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

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

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

##### 3.1.1 Proposal Structure

In order to maintain comparability and consistency in the review and evaluation of responses, all responses shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the 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.

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|--|--|
| 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)<br>11. Public Records Act / Chapter 119 Requirements (Appendix H)<br>13. Reference Release Form (Appendix J) | 10. Drug Free Workplace Certification (Appendix G)<br>12. Anti-Lobbying Certificate (Appendix I)<br>14. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix K) |
|--|---|

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

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

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

- Demonstrate use of proper input validation using common security libraries such as ESAPI from OWASP to prevent common attacks if 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 Lots 1, 2 and 3.

- 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.

### 3.2.4 Case Studies

- a) Proposer shall include a minimum of three relevant case studies that demonstrate experience of similar size and scope Course Migration (Lot 1) and Course Deployment (Lot 2). Case studies must include details of work effort, respondent contributions, workflow, timelines, outcome, and staffing descriptions. Case studies shall include the full list of learning management systems impacted in the project with specific emphasis on the six LMSs used by FLVS FlexPoint customers. The summary of work performed shall also provide key successes and lessons learned that support current best practices. Samples must be included with the proposal or respondent will provide URL to share sample content. Proposer is cautioned to ensure that URLs (or links) to Samples of Work are functional and accessible as provided. Broken or non-working links may impact the scoring of this category. Case studies should contain relevant experiences that occurred within the last three years with specific emphasis on moving course content and assessments to multiple LMSs. It is highly preferred that submitted samples include prior experience supporting K through 12 educational entities. A high volume of our migration and deployment work is within the Agilix Buzz learning management system. **One case study including work in the Agilix Buzz learning management system is required for maximum points in this category.**
- b) Proposer shall include a minimum of three relevant case studies for Course Support (Lot 3) that demonstrate experience of similar size and scope. Case studies must include details of work effort, respondent contributions, workflow, timelines, outcomes, and staffing descriptions. The summary of work performed should also provide key successes and lessons learned that support current best practices. Samples must be included with the proposal or respondent will provide URL to share sample content. Proposer is cautioned to ensure that URLs (or links) to Samples of Work are functional and accessible as provided. Broken or non-working links may impact the scoring of this category. Case studies should contain relevant experiences that occurred within the last three years with specific emphasis on the six FLVS-certified LMSs listed above. **One case study including work in the Agilix Buzz learning management system is required for maximum points in this category.**

#### 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](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 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](mailto: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.

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## 5. SCOPE OF WORK

**Scope of Services:** Florida Virtual School (FLVS) is soliciting proposals for Course Migration Services, Course Deployment Services and Course Support Services. Each services request will be its own Lot listed below:

- **Lot 1: Course Migration Services**
- **Lot 2: Course Deployment Services**
- **Lot 3: Course Support Services**

Each lot will be award to the most qualified proposer or proposers.

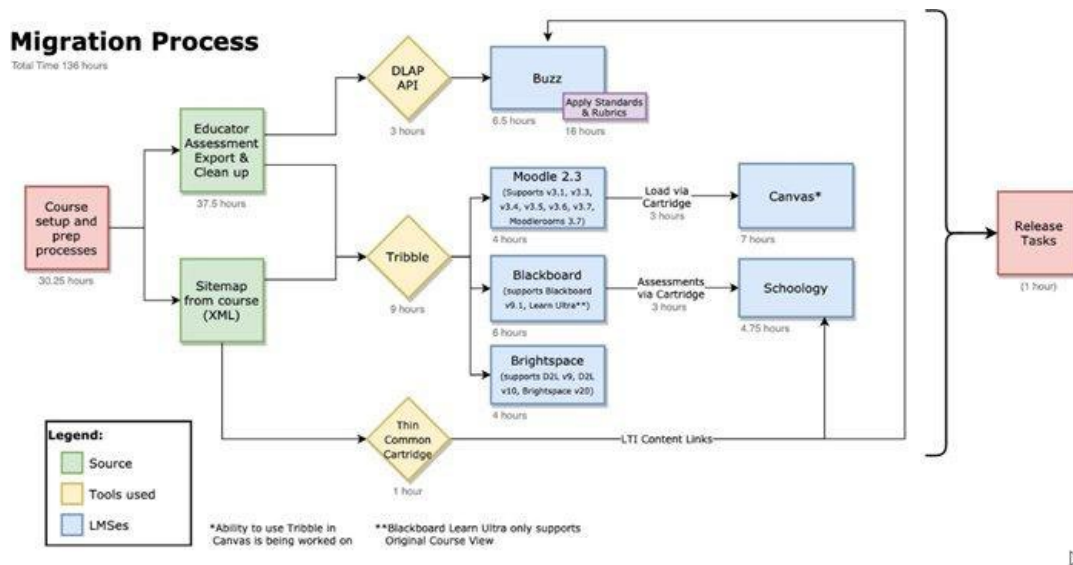
The Respondent is responsible for providing appropriate work environment including high speed internet connectivity to appointed staff for the duration of this project. Reimbursement for travel is not contemplated for this RFP. However, in the rare event that FLVS directly requests and agrees to reimburse 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 Lot 1 – Course Migration Services

**Description of Services - Course Migration** Services includes taking the FLVS version of courses and making them applicable for all non-Florida clients. This work is done by exporting courses from FLVS repositories, removing Florida specific information from HTML pages and assessment questions, and ensuring that all activities are functional across all FLVS-certified learning management platforms (LMS). Migration teams move the courses into the master learning management systems (i.e. Buzz, Canvas, Schoology, Blackboard, Brightspace, Moodle, and other similar), perform quality assurance processes, and ensure they are ready for delivery to client instances of those LMSs. We expect at least three or more dedicated personnel resources for this lot.

#### **FLVS High-Level Project Workflow**

The following represents standard FLVS project workflow practices. Current FLVS turnaround times appear in the image. Respondent shall include in their response a completed project workflow that incorporates FLVS turnaround times and demonstrates the ability to satisfy the stated FLVS project milestones and completion dates.



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

Item #	Lot 1 – Migration Services Requirements	Meets or Exceeds Requirement “Yes” or “No”
1	Respondent resources edit content pages including accessibility features, assignments, and assessments used in FLVS course content per the FLVS Course Development Guidelines using approved web development technologies.	
2	Respondent confirms experience in copying, uploading, and modifying course content, assets, assignments, and assessments to the following:	
	a. Agilix Buzz LMS	
	b. Blackboard Learn and Ultra	
	c. Brightspace	
	d. Canvas	
	e. Moodle 3.2-3.9	
	f. Schoology	
3	Respondent resources perform quality assurance on at least 75% of completed work performed prior to submitting deliverables to FLVS using pre-created checklists.	
4	Respondent guarantees all edited content and or materials are the sole property of FLVS in perpetuity for use without restriction for future licensing.	
5	Respondent submits invoices for services as agreed upon in Statement(s) of Work with all back-up needed to reflect the work completed.	

6	Respondent provides a dedicated, experienced manager/project manager to serve as a single point of contact for contract management and issuance of new business, dispute resolution and other business activities. This individual must be available during FLVS standard hours of business operation (8:00 AM to 6:00 PM EST). This role shall be a dedicated point of contact for the duration of the work and shall be available to FLVS during normal business hours and shall have a minimum of five years of experience managing projects of similar size and scope. Respondents shall include detailed CV for this role.	
<b>Content</b>		
7	Respondent modifies FLVS assessment items to ensure they function as intended on each FLVS-approved LMS.	
8	Respondent resources clean/update HTML code for consistency and validation.	
9	Respondent resources create and edit answer key documents.	
10	Respondent resources review courses against FLVS Guidelines provided.	
11	Respondent agrees to provide FLVS Interactive Framework 4.0, FLVS Interactive Library and Templated lessons (preferred) or alternatively AngularJS library with jQuery.	
12	Respondent provides Simple jQuery interactions (practice or self-checks such as matching, drag and drop, multiple choice, either template or custom designed with feedback and positive reinforcement.	
13	Respondent provides Simple HTML, AngularJS or jQuery design treatments (including but not limited to click to reveal, tabbed panels, rollovers, and other similar) used throughout every lesson to keep scrolling to a minimum and to keep students interacting with the pages.	
14	Respondent provides Static Images including but not limited to photo collages, line drawings, static tables, graphs, flow charts as well as simple diagrams and graphic icons and, typography, infographics, revising/editing existing library images, typically used to indicate features such as notes, reminders, practice quiz, game, etc. – are presented throughout the modules.	
15	Respondent creates or procures all images and media for the course, such that FLVS is permitted to use and distribute when courses are sold without restriction. This means the contractor must own or have cleared all rights with any copyright holders of external material so that FLVS has permission to use images for world-wide commercial use. The images must be appropriate and current for the FLVS	

	targeted audience and should display diversity in races and gender.	
<b>Assessments</b>		
16	Respondent resources upload assessments to LMS – assignments and exams.	
17	Respondent resources activate assessments in LMS.	
18	Respondent resources update assessment settings – per FLVS guidelines provided.	
19	Respondent resources edit assessments	
20	Respondent resources setup Gradebooks in all LMS.	
21	Respondent resources set weighting for exams – per FLVS guidelines provided.	
22	Respondent resources setup discussion groups.	
<b>Meet or Exceed Required Skills</b>		
23	Respondent retains staff/resources that meet or exceed the following minimum skillsets for Course Migration Services. Note: FLVS recognizes Advanced Developers as having a minimum of five years of experience and Intermediate Developers having a minimum of three years of experience.	“Yes” or “No” (for each item below)
	a) HTML Development - Intermediate	
	b) Microsoft Office Applications - Intermediate	
	c) Browsers (Chrome, Safari and Firefox) - Advanced	
	d) Adobe Reader - Intermediate	
	e) Adobe Reader - Intermediate	
	f) Cascading Style Sheets - Intermediate	
	g) JavaScript - Intermediate	
	h) XML - Intermediate	
	i) Learning Management Systems (LMS) Please list experience – intermediate or advanced – in each of the following LMSs: a. Agilix Buzz LMS b. Blackboard Learn and Ultra c. Brightspace d. Canvas e. Moodle 3.2-3.9 f. Schoology	

## Respondent Questionnaire – Course Migration Services Lot 1

Proposers shall provide complete, detailed response to each question listed below. Additional space may be used as needed.

Item #	Question and Response Section – Lot 1	
1	Question:	Describe your support and quality assurance resources.
	Response:	
2	Question:	In detail provide your standard methodology for course migration services. Include best practices, project management, and risk mitigation. Explain how your process aligns with the stated requirements as well as how you will address any differences. Provide details on which learning management systems your organization has delivered courses in past projects.
	Response:	
3	Question:	Describe your resource pool, including ability to staff additional headcount in response to high work volumes and multiple projects. Respondent shall provide sample blind CVs demonstrating their ability to staff multiple and complex projects and demonstrating available resources possessing minimum technical skill level per the intermediate and advanced technical skills as outlined.
	Response:	
4	Question:	Describe your approach to project management including communication process for on-going assignments (frequency, point of contact, methodology).
	Response:	
5	Question:	Do you have any assumptions pertaining to this work? If yes, list them.
	Response:	
6	Question:	FLVS has provided a high-level workflow diagram for individual projects. What is your process, and how does it differ?
	Response:	
7	Question:	Explain any responses from the grid in section Lot 1 Requirements table where you answered anything other than yes.
	Response:	

## 5.2 Lot 2 - Course Deployment Services

**Description of Services - Course Deployment** includes taking the already migrated FLVS course content and assessments from our master learning management systems (LMS) repositories and delivering them into client LMS systems (including but not limited to Agilix Buzz, Canvas, Schoology, Blackboard, Desire2Learn, Moodle, and other additions as deemed necessary). We expect at least two or more dedicated personnel resources for this lot.

### FLVS High-Level Project Workflow

Workflow between FLVS and the contractor shall be determined upon execution of Statement of Work and specific to the individual project scope. See “Lot 2 Requirements Course Deployment Services” table below for standard tasks that will be included within issued SOWs.

## Functional and Technical Requirements – Lot 2 Course Deployment Services

### Course Deployment Services

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

Item #	Lot 2 – Course Deployment Services Requirements	Meets or Exceeds Requirement “Yes” or “No”
1	Respondent resources update maintenance list/system.	
2	Respondent resources update notification system.	
3	Respondent resources setup LTI account key/secret in FLVS proprietary system.	
4	Respondent resources backup course LTI package.	
5	Respondent resources restore cartridge within applicable LMS.	
6	Respondent resources update LTI information in applicable LMS.	
7	Respondent resources complete required course modifications as needed.	
8	Respondent resources update gradebooks when required by LMS.	
9	Respondent resources complete Quality Assurance (QA) check.	
10	Respondent resources resolve QA items.	
11	Respondent resources update documentation for Client Technical Support (CTS) team.	

Minimum Required Skills for Course Deployment Services		
1	Respondent retains staff/resources that meet or exceed the following minimum skillsets for Course Deployment and Support Services. Note: FLVS recognizes Advanced Developers as having a minimum of five years of experience and Intermediate Developers having a minimum of three years of experience, Beginner Developer 1-3 years' experience.	"Yes" or "No"
	a) HTML Development - Beginner	
	b) Microsoft Office Applications - Intermediate	
	c) Browsers (Chrome, Safari and Firefox) - Advanced	
	d) Adobe Reader - Intermediate	
	e) Learning Management Systems (LMS) Please list experience – beginner, intermediate or advanced – in each of the following LMSs: a. Agilix Buzz LMS b. Blackboard Learn and Ultra c. Brightspace d. Canvas e. Moodle 3.2-3.9 f. Schoology	
	f) Salesforce - Beginner	
	g) Service Now – Beginner	

### Respondent Questionnaire – Course Deployment Services Lot 2

Proposers shall provide complete, detailed response to each question listed below. Additional space may be used as needed.

Item #	Question and Response Section – Lot 2	
1	Question:	Describe your support and quality assurance resources.
	Response:	
2	Question:	In detail provide your standard methodology for course deployment services. Include best practices, project management, and risk mitigation. Explain how your process aligns with the stated requirements as well as how you will address any differences.
	Response:	
3	Question:	Describe your resource pool, including ability to staff additional headcount in response to high work volumes and multiple projects. Respondent shall provide sample blind CVs

		demonstrating their ability to staff multiple and complex projects and demonstrating available resources possessing minimum technical skill level per the intermediate and advanced technical skills outlined below.
	Response:	
4	Question:	Describe your approach to project management including communication process for on-going assignments (frequency, point of contact, methodology).
	Response:	
5	Question:	Do you have any assumptions pertaining to this work? If yes, list them.
	Response:	
6	Question:	FLVS has provided a high-level workflow for individual projects. Explain how your process will integrate with the FLVS workflow provided.
	Response:	
7	Question:	Respondent shall provide CV or biography of business contact responsible for the day-to-day management of the contract such as managing SOWs and invoicing.
	Response:	
8	Question:	Explain any responses from the grid in section lot 2 – requirements table where you answered anything other than yes.
	Response:	

### 5.3 Lot 3 - Course Support Services

**Description of Services - FlexPoint Course Support** includes but is not limited to working within the FLVS help ticket system (Service Now) to triage and log Level 1 client technical support tickets, diagnosing and solving them, or routing them to the appropriate FLVS recipient (e.g., Level 2 client technical support) for completion (i.e., problem escalation and resolutions). Respondent shall ensure completion of support tickets and providing clients with edits and follow up which may include performing updates to course HTML content and assessments in FLVS-certified LMS systems including but not limited to the following: Blackboard, Brightspace, Agilix Buzz, Canvas, Moodle, Schoology, and others as deemed necessary. FlexPoint Course Support tickets must meet agreed service level agreements (SLAs). FlexPoint Course Support staff will address incidents and respond to the users in accordance with the agreed-upon procedures and Service Levels. FLVS will select one vendor for FlexPoint Course Support services. While in-bound customer call support is not included in these services at present, some customer-facing interactions may occur by phone or video meetings with screen sharing to support troubleshooting, problem-solving, or customer consultation. Peak months of activity include May through September. We expect at least two or more dedicated personnel resources for this lot.



## Historic Ticket Volume numbers

- Peak Season average 219 per month
- Off season average 172 per month

## FLVS High-Level Project Workflow

Workflow between FLVS and the contractor shall be determined upon execution of Statement of Work and specific to the individual project scope. See “Lot 3 Requirements FlexPoint Course Support Services” table below for standard tasks that will be included within issued SOWs.

## Functional and Technical Requirements – Lot 3 FlexPoint Course Support Services

### FlexPoint Course Support Service Level Agreements

Incidents are not all managed the same way; client tickets are always classified first and then assigned a priority level. One of four priority levels can be assigned to a ticket, and the priority level may change at any time during the ticket lifecycle.

	Priority Levels	Impact
1	Critical	Extensive/ Widespread
2	High	Significant/Large
3	Medium	Moderate/Limited
4	Low	Minor/Localized

Priority Level	Urgency	Expected Effort Level of Response	Target Response Time	Target Resolution Time
1	Critical	An immediate and sustained effort using all available resources until resolved. On-call procedures are activated. Vendor support invoked (if needed). Hierarchical escalation is invoked.	30 minutes (M-F business hours)	8 business hours (if no escalation required)
2	High	Assigned staff members respond immediately, assess the current situation and may interrupt other staff working on lower-level priorities and/or Service Requests to assist in timely restoration.	1 business hour	16 hours or less (business hours)
3	Moderate	Assigned staff members respond using standard procedures and operating	2 business hours	3 business days

		within normal supervisory management of current workload.		
4	Low	Assigned staff members respond using standard operation procedures as time allows within current workload.	1 business day	5 business days
5	Planning		16 business hours	80 business hours

- **Response Time** refers to how quickly a technician responds to a technical issue assigned to the IT – Course Services.
- **Resolution Time** refers to how long it takes from the time an issue is logged until it is fully resolved.
- **Handled Contact** is defined as a connection addressing a new or existing “ticket” and any synchronous or asynchronous tasks required to resolve the issue resulting in a logged ticket in the FLVS incident management system. Contacts include “Self-service Tickets” responded to or escalated by respondent resource or Outbound Calls to FLVS customers.

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

Item #	Lot 3 – Course Support Services Requirements	Meets or Exceeds Requirement “Yes” or “No”
1	Respondent resources monitor incoming Level 1 customer help tickets in Service Now.	
2	Respondent resources triage urgency and frequency of reported issues.	
3	Respondent resources collect basic details required for troubleshooting from customer.	
4	Respondent resources perform required edits – based upon reviews, use defect tracking system to update content to specifications.	
5	Respondent resources update notification system.	
6	Respondent resources complete required course modifications as needed.	
7	Respondent resources update gradebooks when required by LMS.	
8	Respondent resources complete Quality Assurance (QA) check using the FLVS Course Development Guidelines.	
9	Respondent resources resolve QA items.	
10	Investigate within support documentation of appropriate LMS.	
11	Escalate tickets to other departments as appropriate via Service Now	
12	Replicate problem in stated LMS and course prior to escalation.	

13	Respondent solves issues such as but not limited to, clearing cache, verifying system settings, unlocking passwords, etc.	
14	Respondent meets or exceeds SLA as defined above.	
<b>Minimum Required Skills for FlexPoint Course Support Services</b>		
15	Respondent retains staff/resources that meet or exceed the following minimum skillsets for Course Support Services. Note: FLVS recognizes Advanced Developers as having a minimum of five years of experience and Intermediate Developers having a minimum of three years of experience, Beginner Developer 1-3 years' experience.	Yes" or "No"
	HTML Development - Intermediate	
	Microsoft Office Applications - Intermediate	
	Browsers (Chrome, Safari, and Firefox) - Advanced	
	Adobe Reader - Intermediate	
	Cascading Style Sheets - Beginner	
	JavaScript - Beginner	
	XML - Beginner	
	Learning Management Systems (LMS) Please list experience – beginner, intermediate or advanced – in each of the following LMSs: a. Agilix Buzz LMS b. Blackboard Learn and Ultra c. Brightspace d. Canvas e. Moodle 3.2-3.9 f. Schoology	
	Salesforce - Beginner	
	Service Now - Intermediate	
	Chromebook, iPad, and lightweight device use - Intermediate	

### Respondent Questionnaire – FlexPoint Course Support Services

Proposers shall provide complete, detailed response to each question listed below. Additional space may be used as needed.

Item #	Question and Response Section – Lot 3	
1	Question:	Describe your support and quality assurance resources.
	Response:	
2	Question:	In detail provide your standard methodology for customer support services. Include best practices, project management, and risk mitigation. Explain how your process aligns with the stated requirements as well as how you will address any differences.
	Response:	

3	Question:	Describe your resource pool, including ability to staff additional headcount in response to high work volumes and multiple projects. Respondent shall provide sample blind CVs demonstrating their ability to staff multiple and complex projects and demonstrating available resources possessing minimum technical skill level per the intermediate and advanced technical skills outlined below.
	Response:	
4	Question:	Describe your approach to project management including communication process for on-going assignments (frequency, point of contact, methodology).
	Response:	
5	Question:	Do you have any assumptions pertaining to this work? If yes, list them.
	Response:	
6	Question:	FLVS has provided a high-level workflow for individual projects. Explain how your process will integrate with the FLVS workflow provided.
	Response:	
7	Question:	Respondent shall provide CV or biography of business contact responsible for the day-to-day management of the contract.
	Response:	
8	Question:	Explain any responses from the grid in section lot 3 – requirements table where you answered anything other than yes.
	Response:	
9	Question:	Describe the process you use to recommend additional staffing needs that weren't pre-agreed for peak seasons to ensure SLAs can be maintained.
	Response:	
10	Question:	Describe the training and knowledge transfer process for internal staff that ensures adequate support for FLVS FlexPoint tickets. Include timelines, overall approach and any dependencies or assumptions including the Train-the-Trainer approach as required.
	Response:	
11	Question:	Describe your process to ensure the quality of written responses to clients from Course Support staff.
	Response:	
12	Question:	Describe your level of experience with the Agilix Buzz LMS.
	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
- 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.

### FLVS Holiday Schedule for Fiscal Year 2021-2022

Summer Break Week of July 4 <sup>th</sup>	Labor Day First Monday September	Veterans Day November 11, 2021
Thanksgiving Break 4 <sup>th</sup> Thursday November (W-F)	Professional Learning Conference November 30 to December 2, 2021	Winter Break December 17 to December 31, 2021
Martin Luther King Jr. January 17, 2022	President's Day February 21, 2022	Memorial Day Last Monday of May
Juneteenth - June 19		

**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. FLVS reserves the right to further negotiate the proposed fees. 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 Hourly Rates. Lot 1 – Migration Services.** - Respondent shall provide not to exceed all-inclusive hourly rates for resources as indicated. Do not use “To Be Determined” or similar annotations in the cells for cost estimates. Table is scored and required

Description	Unit of Measure	Quantity	Unit Price	Extended Price
Advanced Level Developer	Per Hour	40	\$	\$
Intermediate Level Developer	Per Hour	40	\$	\$
Project Manager	Per Hour	40	\$	\$
Total Not to Exceed Fees				\$

- 6.2 Hourly Rates. Lot 2 Course Deployment Services.** - Respondent shall provide not to exceed all-inclusive hourly rates for resources as indicated. Do not use “To Be Determined” or similar annotations in the cells for cost estimates. Table is scored and required

Description	Unit of Measure	Quantity	Unit Price	Extended Price
Advanced Level Support Agent	Per Hour	40	\$	\$
Intermediate Level Support Agent	Per Hour	40	\$	\$
Team Lead	Per Hour	40	\$	\$

Total Not to Exceed Fees				\$
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- 6.3 Hourly Rates. Lot 3 FlexPoint Support Services.** - Respondent shall provide not to exceed all-inclusive hourly rates for resources as indicated. Do not use "To Be Determined" or similar annotations in the cells for cost estimates. Table is scored and required

Description	Unit of Measure	Quantity	Unit Price	Extended Price
Advanced Level Support agent	Per Hour	40	\$	\$
Intermediate Level Support Agent	Per Hour	40	\$	\$
Team Lead	Per Hour	40	\$	\$
Total Not to Exceed Fees				\$

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

☐ Yes ☐ No (Check one)

#### Alternative Pricing Models

- 6.5 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
	\$



## **6.6 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.

## **6.7 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.

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## 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.