
PROCUREMENT SERVICES

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Invitation to Bid Supplemental Tutoring Services ITB01-2303319B01-TUTORS-XXXXXX

Description	Purpose/Short Description	Date & Time	Location
Issue Date	Date of ITB posting	October 31, 2022	N/A
Pre-submittal Conference	Key dates and high level ITB review	November 7, 2022 at 11:00 AM EST	Public Zoom Conference
Question & Answer Deadline	Written question and answer period	November 10, 2022 at 2:00 PM EST	Submitted via Bonfire Bonfire
Response Due Date/Time	All responses due. The names of the Respondents announced.	November 21, 2022 at 2:00 PM EST	Public Zoom Conference
Notice of Intent to Award	Public Notice of FLVS intentions to proceed	November 22, 2022 at 2:00 PM EST	N/A
Award Date (Tentative)	Date of FLVS Board Approval	December 6, 2022	N/A

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

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**INVITATION TO BID
ITB01-2303319B01-TUTORS-XXXXXX
Supplemental Tutoring Services**

1. OVERVIEW

1.1. Purpose

Florida Virtual School ("FLVS") is seeking responses from qualified bidders/proposers for Supplemental Tutoring 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 Products and Services) and www.flvs.net (Florida Services).

1.3 Contract Scope, Structure, Terms, and Pricing

1.3.1 Contract Services, Structure, Term, Sequence and Pricing: FLVS shall enter into a "single contract" with a "single prime Proposer", or multiple proposers as deemed to be in FLVS's best interest for all services as described under this ITB. 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 ITB. 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 ITB.

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 one (1) year 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 BID AND EVALUATION PROCESS

2.1 **Bid and Evaluation Process.** FLVS will not be under any requirement to award by any specific date and reserves the right to suspend or postpone the award should the need arise due to budget constraints, time constraints or other factors as directed by the Board. However, it is anticipated that the review process will be completed in a timely manner. Procurement Services will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined. Respondents are responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.

2.1.1 **Bid Opening.** Bid submittals shall be received by the due date and time, all will be publicly opened by the Procurement Official. Only the names of the bidders and pricing shall be announced.

2.1.2 **Bid Tabulation and Results.** Bid tabulations will be posted on the procurement website for review by interested parties once notice of intended decision has been determined or 30 days after bid opening, whichever is earlier. You can view and download the tabulation at Bonfire.com (<https://flvs.bonfirehub.com/opportunities>) and FLVS.net (<https://www.flvs.net/about/procurement>).

2.1.3 **Initial Review of Bids.** Bidders shall submit the solicitation package as outlined in Section 3, Compliance and Electronic Response Submission. Procurement will then review for completeness. A preliminary evaluation by 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 ITB. 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 or taken into consideration during the evaluation. Bidder response compliance shall be solely determined by FLVS.

2.1.4 **Evaluation of Bids.** After the initial screening by procurement, all bid responses will be sent to the responsible end-user. They will evaluate the offers to make sure they are compliant with the needs of FLVS.

2.1.5 **Best Value.** FLVS intends to contract with the lowest priced responsive and responsible Bidder whose response is determined by the end user's department and procurement to provide the best value to FLVS. "Best Value," as defined in Section 287.012(4), F.S., means the highest overall value to FLVS based on objective factors that include, but are not limited to, price, quality, design, and workmanship. Based on a determination of best value, FLVS reserves the right to award one (1) or more contracts for these services, as is in the best interest of FLVS.

2.1.6 **Evaluation Method.** The end-user department will designate a reviewer to review each submittal for completeness. Submittals deemed to be reasonably acceptable to be selected will be evaluated based on "Best Value."

2.1.7 **Bid Tabulation and Results.** Bid tabulations will be posted on Bonfire.com (<https://flvs.bonfirehub.com/opportunities>) and

FLVS.net (<https://www.flvs.net/about/procurement>) websites for review by interested parties once the notice of an intended decision is posted or thirty (30) days after opening the bid.

2.2 Basis of Award. Recommended award shall be made on the basis of the lowest, responsive and responsible bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to FLVS needs, delivery terms, and qualifications. FLVS reserves the right to award to multiple contractors. Following the posting of our intent to award a recommendation for contract award will be submitted to FLVS Board of Trustees for approval (if total value is \$300,000 or more) or Procurement Director for approval (if total value is under \$300,000). The award shall be made to the lowest priced responsive responsible bidder. Every response shall be reviewed and evaluated in terms of its conformance to the ITB specifications FLVS shall generally follow the above shown process; in doing so, FLVS at its will, reserves, at a minimum, the following rights:

- a. Acceptance/Rejection/Cancellation shall be at the sole discretion of the FLVS Procurement Director, or authorized designee. FLVS reserves the right to waive any irregularities and technicalities and may, at its discretion re-bid. 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 ITB 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 Respondent is awarded the contract, such a waiver shall in no way modify the requirements stated in this ITB or excuse the Respondent from full compliance with the specifications stated in this ITB or resulting contract;
- c. FLVS reserves the right, before awarding the contract, to require bidder to submit additional clarifications deemed necessary;
- d. FLVS, at its sole judgment, will award or reject any or all responses as is in the best interest of FLVS and the decision shall be final.
- e. Unbalanced Bids. FLVS, at its sole discretion may reject any Bid that is unbalanced if it is within the best interest of FLVS to do so. A bid shall be considered unbalanced when, when in the opinion of the Procurement Director, the bidder allocates a disproportionate share of costs to the price of one or more Bid items and reduces the cost to the price of another Bid item or items, and if there is a reasonable possibility that the Bid will not result in the lowest cost to FLVS.
- f. Bid shall constitute an irrevocable offer by the Bidder to provide the goods and/or services required by the Bid Documents, for a period of one hundred eighty (180) days from the Bid opening date or until the date of award, whichever is earlier. If a Bidder refuses to honor their bid prices as submitted, FLVS reserves the right to debar their company from submitting any future proposals to FLVS for a period of two (2) years.
- g. In the event that an award is not made by FLVS within one hundred eighty (180) days from the Bid opening date, the Bidder may at its option, withdraw such Bid or provide FLVS with a written request for extension of its Bid, which approval for such extension, shall be at the sole and exclusive discretion of FLVS.

- h. FLVS reserves the right but not the obligation, to reject the Bid of any Contractor based on failure to achieve satisfactory time and performance standards on contracts of a similar nature, or of Contractors who are insolvent or otherwise judged by FLVS, as incapable of performing the work required by the contract.
- i. FLVS reserves the right within (7) seven days written notification to the Contractor, to inspect the Contractor's facilities to verify in order to make a determination as to the foregoing.

FLVS reserves the right to negotiate price and contract terms and conditions with the lowest priced bidder 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

2.3 Determining Responsibility. In determining bidder responsibility, the following supplementary qualifications, in addition to price, may be considered by FLVS Procurement and documented in the file:

- a. The ability, capacity and skill of the bidder to perform the service(s) required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services, quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears on a debt or contract or is a defaulter on surety to FLVS, or whether the bidder's taxes or assessments are delinquent.
- i. Such other information as may be relevant or secured.

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3. RESPONSE SUBMISSION FORMAT AND COMPLIANCE (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 ITB 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 ITB 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

- 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 the major areas of the response, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

3.1.3 Proposal Section 1 - Cover Letter and Compliance Information

Provide a cover letter indicating your company's understanding of the requirements/scope of this ITB. 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 ITB. 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 Mandatory Certifications/Forms Packet

Responses must include all Mandatory Certifications/Forms (provided in Solicitation Attachment 1 – "Mandatory Certifications/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 "Mandatory Certifications/Forms Packet" also contains an Appendix J, 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.. Public Records Act / Chapter 119 Requirements (Appendix F)	10. Reference Release Form (Appendix G)
11. Mandatory Certifications (Contracts Supported by Federal Funds) (Appendix H) including:	
<ul style="list-style-type: none"> • Regulatory Compliance • Certifications Regarding Non-Discrimination • Certifications Regarding Lobbying • Debarment, Suspension & Other Responsibility Matters • Drug-Free Workplace • Non-Collusion Affidavit 	
11. E-Verify Certification Form, Vendor Application and W-9 Form (Appendix I)	12. Master Service Agreement (Appendix J)

3.1.5 Financial Stability

Financial stability means, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess, and manage financial risks, and maintain financial soundness through the term of the Agreement. Bidder/Proposer shall demonstrate financial stability by providing one of the following:

1. For bidder/proposer with annual revenues below \$1billion
 - Audited financial statements that demonstrate their satisfaction of financial stability criteria. or;
 - Documentation of an investment grade rating from a credit reporting agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.

2. In addition to the above two options, bidders/proposers with annual revenues exceeding \$1billion can provide a letter containing a written declaration, pursuant to s. 92.525, issued by the chief financial officer or controller attesting that the supplier is financially stable and meets the definition of financial stability

- 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.

The following includes FLVS minimum Technology and IT Security Requirements. Proposers shall meet or exceed all the following applicable to the Scope of Services specified herein.

General Requirements for self-hosted solution include:

Virtualization Requirements. Supports virtual machines running on currently supported version of VMWare vSphere ESXi and Nutanix AHV.

Operating System Requirements

- Windows Server 2019 or newer
- RedHat Enterprise Linux 8 or newer

Selected operating system may be patched ensuring remediation of known vulnerabilities

Web Requirements. IIS 10.0 or newer / Apache 2.4 or higher

Database Requirements. SQL 2019 or newer / MySQL 8.0 or newer.

Maintenance and Support Requirements. 24x7x365 access to technical support with a maximum of 4-hour response time. Maintenance updates to ensure FLVS is on the latest version and patched for known vulnerabilities.

General Requirements for Contractor-hosted solution include:

Availability. Dependent upon the business criticality that has been defined:

- Mission Critical Products – Minimum of 99.95% availability SLA (preferred 99.99%)
- Business Critical Products – Minimum of 99.9% availability SLA (preferred 99.5%)
- Important Business Products – Minimum of 99.5% availability SLA (preferred 99.9%)

Data Retention Requirements (All):

Search Retrieval of Records. Allows FLVS to schedule and download backups of our data to fulfill retention requirements or:

- Allows FLVS to configure record retention lengths
- Allows FLVS to search records
- Allows FLVS to produce records including ones deleted by users that are within the retention period configured

Access Controls.

- Integrates with FLVS Single Sign-on/Identify and Access Management tools or provides ability to:
 - Force a password reset upon next login
 - Disable user account
 - Remove disabled user accounts
 - Limit repeated password attempts by locking the account after a configurable number of attempts between 1 and 6
- Provides an ability to set levels of permissions based on the minimum level of permissions necessary
- Provides an ability to grant access for the minimum amount of time required

Audit and Accountability

- Provides an ability to audit and download the following types of events:
 - Access to PII or other sensitive data
 - Actions taken by user with administrative access
 - Failed access attempts
 - When identification and authorization mechanisms are used
 - Creation and deletion of privileged or system-level objects
- **Audit Logs Contain:**
 - User ID
 - Type of Event
 - Date and Time
 - Success or Failure Status
 - Origin of Event
 - Identify of the affected data, component, or resource

Configuration Management. Provides an ability to test and validate changes before deployment to the production environment.

Contingency Planning. Provides ability to:

- Reroute traffic and data to an alternate site in the event of an area-wide disruption or disaster
- Backup and retain copies of FLVS configurations and data

Identification & Authentication. Integrates with FLVS Single Sign-on/Identity and Access Management tools or provides ability to:

- Enable multifactor authentication for privileged accounts
- Enable multifactor authentication for employees, administrators, and third parties
- Integrate with Microsoft Active Directory for granting access to the management portal(s).

Maintenance. Contractor-hosted solution notifications are sent a minimum of seven (7) days prior to scheduled maintenance and will minimally include:

- Date, time, and duration of maintenance
- Description of maintenance

System & Communication Security. Provides ability to:

- Configure protocols to use secure configurations and disable insecure versions and options

- Encrypt data at rest utilizing AES-256 or equivalent
- Encrypt data in transit utilizing TLS 1.2 or greater using cipher suite(s) on any network.

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 **Proposal Section 2 – Background and References Instructions**

Summarize the qualifications as defined within Section 5 Scope of Services to include project team and 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 **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 for (Appendix G) to contact and check previous performance on projects.

FLVS reserves the right to contact all references and to obtain, without limitation, information on the proposer's performance on the listed work efforts.

3.2.3 **Case Studies and Samples of Work** - Proven Success of Prior Experience

Proposer shall include a minimum of three (3) Case Studies demonstrating prior experience and proven success delivering similar services to other clients. Prior experience in educational sector is highly desirable (preferably within K-12 and/or digital education experience preferred.) Case studies shall define accomplishments from the past three years and be relevant to the scope of services.

- a. Describe the client requirements, challenge, budget, goals, and objectives.
- b. Strategies developed to achieve goals and objectives.
- c. Explain in detail what the outcome was and what value your services realized for the client against chosen metrics.

4. **INSTRUCTIONS TO BID**

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

Upon the issuance of this ITB, all contact with FLVS must be made through the Procurement Representative named on the first page. The Respondent 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 ITB or otherwise discuss the contents of the ITB with the Respondent or its Representatives. Any contacts made with other employees and representatives of FLVS will be reported and forwarded to Procurement. Respondent shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any Officer or Employee of FLVS regarding 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 ITB. 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 ITB will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Respondents must claim the applicable exemptions to disclosure provided by law, in their response to the ITB, 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 Respondent 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, Respondent 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 Respondent's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent 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 Respondent such an assertion has been made. It is the Respondent'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 Respondent in a legal proceeding, FLVS shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law).

The Respondent 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 Respondent agrees to protect, defend, and indemnify FLVS for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent 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 and/or Tabulations/Recommendation. All public notices and ITB tabulations with recommended awards will be posted for review by interested parties on <https://flvs.bonfirehub.com> and <https://www.flvs.net/about/procurement>. Results will remain posted for a period of 72 hours. Failure to file a Notice of Intent to Protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay and anticipated posting date and time.

4.5 Bid Protests. Any person who believes they are adversely affected by any specification in this Bid or ITB or any decision or intended decision concerning this Bid or ITB 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. 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 ITB or related documents may submit a written request for clarification through Bonfire no later than the date and time specified on the cover. 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://www.flvs.net/about/procurement>)

4.6.1 Prior to submitting the response, it shall be the sole responsibility of each Respondent to determine if addenda were issued and, if so, to download such addenda from Demandstar 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.**

4.6.2 All questions must be submitted in writing and submitted through Bonfire.

4.7 Any corrections or amendments will be posted as addenda issued no later than five (5) days prior to the response due date. Respondents should not rely on any statements other than those made in this ITB or written response to questions and/or addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail.

4.8 All responses must be prepared and submitted in accordance with the instructions provided in this ITB. Each response received will be reviewed to determine if the response is responsive to the submission requirements outlined in the ITB. A responsive response is one that follows the requirements of the ITB, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

4.9 FLVS will receive sealed electronic responses until the date and time indicated on the cover page. Responses must be submitted electronically to the electronic drop box on <https://flvs.bonfirehub.com/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.

4.10 **Purchase Order:** The award of the response shall not constitute an order. Before services rendered, Proposer must receive a purchase order from FLVS.

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 purchase for personal use through the school or the school district. Nothing contained herein shall be deemed to prohibit an employee from participating in any activity or purchasing program that is publicly offered to all employees of the district.

- 4.10.3 Any violation of any provision of this subsection by an employee of the district 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 SERVICES

Florida Virtual School (FLVS), hereafter referred to as the "district" or "FLVS", is seeking responses from qualified bidders interested in providing Supplemental Tutoring Services supporting K-12, 1:1 synchronous, online tutoring for multiple subject areas (listed below). If awarded, bidder shall provide personalized tutoring services designed to improve student success through educational instruction and assistance supporting measurable acceleration and growth in academic performance.

FLVS is seeking a service provider with experience offering tutoring services in an online educational environment. Required course list for tutoring services includes (but may not be limited to:

- Math – Kindergarten through grade 8
- Algebra
- Geometry
- English Language Arts (ELA) – Kindergarten through grade 10
- Science - Kindergarten through grade 8
- Biology
- Civics – Middle School
- US History – High School

Note: Additional courses may be added to the program at the sole discretion of FLVS.

Background

Students with the most significant academic need will be targeted within the three FLVS Full Time Schools (elementary, middle school and high school) and the FLVS Flex program (supporting part-time students). FLVS will utilize an internal Tutoring Supervisor to assist with the identification of targeted students, monitoring attendance, and serving as primary point of contact. 1:1 online tutoring will be provided to students for approximately 2-3 hours per week (pending FLVS prescribed per student need) for an estimated minimum of 8 weeks (length will vary depending on the progress monitoring data. Tutoring session scheduling (durations) shall vary depending upon student need and availability. Service recipients shall include (but may not be limited to) English language Learners or Exceptional Student Education, and/or are tier 1 students. Instruction will include grade-level content area enrichment; provide one-on-one targeted instruction to provide immediate corrective feedback to remedy any deficiencies; provide opportunities for developing independence and self-confidence and encourage building and maintaining relationships with adults and peers.

It is anticipated that Florida Virtual School will serve approximately 15% of the student population via the K-12 tutoring program.

- 300 Florida Virtual Flex K-5 students
- 13,000 Florida Virtual Flex 6-12 students
- 800 Florida Virtual K-12 students

Student tutoring will occur at varying times based upon FLVS program enrollment. Full Time students shall **not** utilize external tutoring services during normal school hours. Services may be utilized before and or after school or during weekend/holidays. However, FVLS Flex (part-time) students may additionally utilize services during breaks and/or free time.

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 ITB. 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.

Educational Standards:

- <https://www.fldoe.org/core/fileparse.php/7539/urlt/elabeststandardsfinal.pdf>
- <https://www.fldoe.org/academics/standards/subject-areas/math-science/mathematics/>

FLVS Annual Holiday Schedule

Summer Break Week of July 4 th	Labor Day First Monday September	Veterans Day November 11, 2022
Thanksgiving Break 4 th Thursday November (W-F)	Professional Learning Conference Typically, the last week of November	Winter Break Typically, the last two weeks of the year
Martin Luther King Jr. January 16, 2023	President's Day February 20, 2023	Memorial Day Last Monday of May
Juneteenth - June 19		

FLVS Disclosure of Education Records

- A. FLVS will provide the awarded Contractor with the education records listed in this section for the following purposes:
- To set up individual, personalized tutoring sessions for students (during, before and/or after school hours and or weekends) to establish personal pathways based on student's course diagnostics and for tutoring customizations.
 - To allow Contractor to perform all aspects of the Scope of Services in this bid including pre and post testing assessments and delivery of customized tutoring.
 - To provide evidence base for effectiveness of Contractor's model and/or outcomes achieved using as similar model with a similar student population.
- B. FLVS will provide the awarded Contractor with the following education records via secure file transfer (not to include FTPs or SFTP) and/or connected API to Awardee platform:
1. Student first and last name
 2. Student Identification number
 3. Student grade level
 4. Course/Subject Area for Tutoring Service
 5. Duration/Frequency of Sessions
- C. In addition to the education records being disclosed by FLVS, Awardee will also have access to work and information input by students in Awardee's online tutoring platform, including assessments, student's rating evaluation of tutor, worksheets, course/subject tutoring work. Awardee shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into Awardee's tutoring platform, or when

Awardee engages in passive tracking of children's personal information, FLVS shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

- D. FLVS will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section. The consent form must indicate any re-disclosures of education records Awardee(s) will make, including the types of records to be disclosed, the purposes, and the third-party recipients. This includes whether the records are personally identifiable or de-identified, and all recipients, whether they receive the redisclosures directly from Awardee(s) or are able to access the records (for example, web server host).
- E. The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Awardee's privacy policies if any.

5.1 Functional Specifications and Minimum Requirements/Specifications. 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.

#	Description of General Requirement	Included YES or NO	Comments
General Services and Standards			
1	Bidder provides tutoring approach, in accordance with requirements and scope specified herein aligning with the Department of Education and Florida B.E.S.T. standards and best practices for accelerated student learning through personalized tutoring.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Bid includes providing tutoring services in English.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Bid includes providing tutoring services in Spanish.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Bid includes marketing and support materials promoting the services for FLVS distribution.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Bid includes quality control measures	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Solution includes ability to engage the same tutor for multiple sessions until completion of a subject/program.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	The solution includes tutoring services that are instructionally engaging, and age appropriate.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	The solution includes opportunities for student critical reflection and problem solving.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Tutoring services provided shall be data-driven to ensure instruction can be adjusted to meet individual student needs	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Bidder has ability to provide tutoring services between the hours of 8:00 AM to 8:00 PM EST seven days per week (excluding holidays).	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Progress Monitoring and Reporting			
11	Bidder monitors and reports allocated number of FLVS hours per tutor per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	Bidder monitors and reports minutes/hours of tutoring provided for invoicing. Invoices include time utilized, dates of service, student name, student ID number, subject matter/course title, and tutor name.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13	Awardee shall individually assess students to determine their current level(s) through pre and post methods of diagnostics. The approved assessment method (to be determined prior to commencing tutoring and subject to approval by FLVS) shall capture the student's progress throughout the duration of the program.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14	Awardee shall share assessments with FLVS through platform or other methodology as requested.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15	Solution includes delivering tailored lessons toward individual student needs based on their pre-assessment.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
16	Solution supports reporting of data by student, groups of students, tutor, instructor, and/or course.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17	Solution includes provision of weekly reports demonstrating student progression (reports shall include subject matter, topics, standards, or other similar as relevant)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
18	Solution includes process to audit tutor performance.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
19	Awardee is responsible for improving student learning outcomes such as student academic growth, performance, and engagement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
20	Contractor coordinates with FLVS and student families to align tutoring services with classroom instruction or upcoming examination.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
21	Solution includes ability to support and provide accommodations for students with IEP, 504 Plans and/or ADA requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Support		
22	Contractor shall provide implementation support (including platform training) as needed	<input type="checkbox"/> Yes <input type="checkbox"/> No
23	Contractor shall provide access to training materials for FLVS program administrators if applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
24	Solution includes technical support via chat/ AI BOT/ email, and escalation to live agent during service hours offered	<input type="checkbox"/> Yes <input type="checkbox"/> No
25	Technical support services are available to students during hours when services are offered/scheduled.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Service Levels		
26	Solution includes notification process and substitute coverage process for tutor absence.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Security and Screening		
27	All assigned resources shall pass the FLVS Level II background screening process for Jessica Lunsford through Fieldprint office in the United States (or such other location as determined by FLVS pursuant to law) at Contractor's expense before being assigned to an FLVS student.	<input type="checkbox"/> Yes <input type="checkbox"/> No
28	Contractor shall maintain current records of credentials for all assigned resources to ensure compliance.	<input type="checkbox"/> Yes <input type="checkbox"/> No
29	Contractor is responsible for securing and assigning qualified, cleared resources (i.e. tutors with teaching credentials, or proven experience demonstrating subject matter expertise/content knowledge).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Scheduling		
30	Solution includes ability for student/parent to schedule specific tutor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
31	Students may reschedule a session up to twenty-four hours (24) before a schedule session at a reduced fee.	<input type="checkbox"/> Yes <input type="checkbox"/> No
32	Contractor shall not charge FLVS for any session where the Tutor is absent.	<input type="checkbox"/> Yes <input type="checkbox"/> No
33	Assigned tutors track student attendance and report student absences to FLVS designee within 3 business days of occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No
34	Solution includes ability to track student participation and engagement for tutoring sessions through reporting details.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Functional and Technical Requirements		
35	Awardee platform for tutoring services integrates via API or similar to FOCUS Student Information System	<input type="checkbox"/> Yes <input type="checkbox"/> No

36	Proposed solution includes platform that is mobile ready for mobile browser, tablet devices or other mobile applications such as Android or iOS devices.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
37	Proposed solution includes session recordings that can be stored until course program is completed. Recordings shall include transcripts available for review post session by FLVS appointed staff, and/or student.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
38	Solution platform includes ability for students and tutors to upload and or share documents, images, (jpeg, PDF, WORD, JPG or text files)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
39	Solution platform includes ability for students and tutors to access documents used during tutoring sessions outside of scheduled tutoring sessions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
40	Solution includes platform that facilitates access, communication and scheduling for students and tutors.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
41	Platform included in the solution manages session scheduling, conflicts, cancellations and rescheduling tasks.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
42	Platform included in the solution provides embedded tools including but not limited to whiteboard sharing, drawing, images, text, text editor, graphing, calculating, chat/messaging, file sharing, and print abilities.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
43	Solution includes platform access for FLVS program administrators, instructors or other appointed delegates.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
44	Bidder offers an established tutoring platform that supports processing and reporting functions needed to monitor and evaluate program success, participant satisfaction, student growth, and areas for improvement.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
45	Bid includes reporting capabilities that demonstrate student growth and success.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
46	Solution includes ability for FLVS appointed staff to 'drop in' during scheduled tutoring sessions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
47	Proposed solution is ADA compliant and conforms with WCAG 2.0 and 508 compliance standards.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
48	Tutoring will be provided on a one to one (1:1) tutor/student ratio through an online platform provided by the Contractor. All sessions are required to be on camera.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

5.2 Methodology Worksheet

Bidders shall provide answers/responses to the following questions. Additional space may be used as needed to provide a complete response.

#	Description
1	Describe your resource recruitment process. Include standards for staff qualifications, experience, educational standards or other that demonstrate your organization's ability to provide appropriate resources.
2	Provide your customer service/support model provided to your clients. Include description of account support person/team and communication methodologies.
3	Explain how you utilize data and results for continuous improvements within your services.
4	Describe a typical virtual tutoring session that would be provided.
5	Describe your standard monitoring and evaluation process.
6	Provide a list of available reports including individual student reports for progress monitoring, usage reports, resource activity reports, and summary reports and/or other similar provided. Include descriptions, samples or screen shots, URLs to sample content or other that demonstrates what shall be included in the offering.
7	Provide a description of a study conducted that measures effectiveness. Include results and demonstrated success.
8	How many certified tutors are available Monday through Friday for remote 1:1 tutoring that can be scheduled between the hours of 8:00 AM and 8:00 PM EST?
9	How many tutors with bachelor's degrees are available Monday through Friday for remote 1:1 tutoring that can be scheduled between the hours of 8:00 AM and 8:00 PM EST?

10	How many tutors with teaching credentials are available Monday through Friday for remote 1:1 tutoring that can be scheduled between the hours of 8:00 AM and 8:00 PM EST?
11	How many certified tutors are available Saturdays and/or Sundays for remote 1:1 tutoring that can be scheduled between the hours of 8:00 AM and 8:00 PM EST?
12	How many tutors with bachelor's degrees are available Saturdays and/or Sundays for remote 1:1 tutoring that can be scheduled between the hours of 8:00 AM and 8:00 PM EST?
13	How many tutors with teaching credentials are available Saturdays and/or Sundays for remote 1:1 tutoring that can be scheduled between the hours of 8:00 AM and 8:00 PM EST?
12	Service Levels – Describe the offered minimum service levels for support response time, tutor punctuality and attendance. Include if you provide any student satisfaction rating standards.

5.3 Required Minimum Bidder Qualifications

Section 2 shall be used to confirm bidder's ability to meet or exceed the following:

3.2.2 **Experience.** Describe your company's experience with the services specified herein.

- Describe strategic advantages your organization brings to FLVS.
- Provide a list of other clients supported of similar size and scope over the past three to five years.
- Describe experience delivering your services through digital platforms.

Assumptions

FLVS shall:

- Determine the number of students, grade levels, and/or content areas to be provided tutoring services, based upon standardized student qualification criteria
- Communicate with students and or student families directly regarding the tutoring service options available
- Provide leadership and centralized project management to ensure tutoring services are implemented with fidelity
- Provide necessary data access to schedule, monitor and track student learning
- In collaboration with Contractor facilitate any professional development and training provided by the Contractor.

6. BID PRICE SHEET

6.1 Provide a schedule of values for fees associated with the various products and/or services to be provided. Bidder 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. 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.

All bid price sheet shall include unit pricing and extended costs for estimated bulk quantities. Bidder shall complete all tables provided in this section. **FLVS anticipates an estimated 13,780 hours of services will be provided during a typical school year.** Quantities in pricing tables are estimates and do not guarantee future spend. Bidder shall provide their best rates as indicated. FLVS is a tax-exempt entity, pricing shall not include any sales tax. All other charges, (i.e. packaging, handling, shipping) must be included in the bid. No charges will be allowed unless specified in the bid. Rates provided shall serve as the not to exceed fixed fees for the life of the Agreement if awarded.

For each line item below, bidders shall provide the number of available resources and the corresponding hourly rates that apply. This table shall be used for evaluation purposes to determine the overall cost.

Item #	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Remote 1:1 Tutoring provided by Certified Resource	Per Hour*	4,500	\$	\$
2	Remote 1:1 Tutoring provided by Resource with Teaching Credentials in Subject Matter	Per Hour*	4,500	\$	\$
3	Remote 1:1 Tutoring provided by Resource with bachelor's degree in Subject Matter	Per Hour*	4,500	\$	\$
Total Cost					\$

*Hourly rates shall be billable in fifteen (15) minute increments.

6.2 Cost Proposal Form Part B P-Card Acceptance

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

☐ Yes ☐ No

6.3 Alternative Pricing: May be provided in Addition to Fixed Price (not as a replacement to the 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 Pricing Sheet General Notes:

- Any Bids containing modifying or escalator clauses will not be considered unless specifically requested by FLVS in the Bid documents.
- If catalogue item pricing decreases, respondent shall honor lower pricing with FLVS
- FLVS reserves the right to renegotiate line-item pricing for any bulk orders
- Prices provided are inclusive of support
- In the event of extension error(s) involving unit pricing, the unit price shall prevail, and the Bidder's total offer will be corrected accordingly. In the event of multiple unit price errors, the corrected extended totals will prevail. Bidders shall be solely responsible for assuring the accuracy of their bids. Bid line items containing erasures or corrections must be initialed for each such erasure or correction, in ink by an individual having authority to bind documents on behalf of the Bidder.
- Extended price shall be computed as Estimated Total Quantity multiplied by Proposed Unit Cost
- FLVS payment term shall be Net 45 days as per Chapter §218.73. Bidders additional payment discount (i.e. 2% /10 days).
- FLVS reserves the right to increase or decrease estimated quantities specified herein, or to procure like goods and services from an alternate source at the sole and exclusive discretion of FLVS. By submission of its Bid, the Contractor accepts that the quantities provided by FLVS herein, are estimated quantities that may or may not fluctuate according to the needs of FLVS. FLVS shall not be obligated to purchase any minimum or maximum amount of goods and/or services under the terms of the Contract.
- FLVS reserves the right to make award(s) by lots, individual item, group of items, all or none or a combination therefore, to reject any and/or all Bids 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.

- **Warranty of Deliverables.** In the event defects of deliverables are identified within 12 months from the date of acceptance, Contractor shall execute corrections or provide replacements within 7 business from notification at no additional cost.
- **Post Award Price Adjustment.** Any written requests for price adjustments may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any requests for increase of price must be accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor and supported by the consumer price or producer price index. All price adjustments must be accepted by the Director of Procurement. Adjustment in price shall be accomplished by written addendum signed by both parties.
- **F.O.B. Point.** The F.O.B. point shall be delivered to the location(s) specified herein. The Bid amount shall include all costs of packaging, transporting, insurance, delivery, and unloading (This includes inside delivery if requested) FLVS at 5422 Carrier Drive, Suite 201, Orlando, FL 32819 unless otherwise specified.
- **Federal, State, and Use Tax.** FLVS is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transmissions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). Contractors doing business with FLVS shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with FLVS nor shall any Contractor be authorized to use the FLVS Tax Exemption Number in securing such materials.

7. GENERAL TERMS AND CONDITIONS

Master Service Agreement (Appendix L in the Required Forms Packet) is the FLVS standard terms and conditions. By submitting a response to this ITB, Proposers 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 ITB 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 ITB, 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 ITB; postpone or cancel, at any time this ITB process; or waive any irregularities in this ITB, or in the responses received as a result of this ITB. 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 ITB. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this ITB, FLVS shall immediately notify awardee(s) of such occurrence and this ITB 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 ITB 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 ITB 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**

The successful Contractor shall provide a 100% performance bond within ten calendar days of award. The bond shall be issued by a company licensed to do business in the state of Florida, with offices in Florida and with a four-star rating or higher. In lieu of the 100% performance bond, FLVS may elect the following: In the event of a significant

problem in system performance prior to final acceptance that affects the day-to-day system operational effectiveness or delivery of function to the agreed upon schedule, FLVS will document the issue to Contractor. Contractor will have 30 days to deliver a fix. If the fix is unacceptable, FLVS will have the right to demand some financial contingency. This could take the form of an escrow amount or a performance bond. If a performance bond is requested, the amount will be based on 100% of value of the remaining work or as determined by FLVS. Contractor shall provide this performance bond within 10 calendar days of request by FLVS. Contractor will pay for all bonds.

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 ITB, 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 \(ADA\)](#)

- 7.20 **Standard of Quality.** It is understood and agreed that all items offered or shipped as a result of an award of this bid shall be new (current model at the time of this bid). In addition, all prices quoted by Bidders shall be for new merchandise and materials that will be incorporated into the work.
- 7.21 **Brand Name or Equivalents**
- Unless otherwise stated, any specific reference in the Bid documents to a particular manufacturer's brand name, trade name or catalog number is not intended to be restrictive and should not be construed to mean that an "or equal" product will not be considered. Reference to a specific manufacturer or item is furnished to Bidders as a reference in which to designate the type or quality of materials or methods that will be acceptable to FLVS.
 - Consideration of equivalent product or material submittals will be considered by FLVS, provided that such brand or equivalent material submittals are specifically identified and included at the time of Bid submittal. All such submittals shall include sufficient data, documentation and descriptive literature to adequately evaluate and determine the quality and suitability of such items or methodology for incorporation into the work.
 - Bids that do not properly identify equivalent product, materials or methods at the time Bids are submitted and as stated above, may at the discretion of the Director of Procurement, result in the disqualification of the Bid.
 - The determination as to whether any alternate product or service is or is not equivalent shall be made solely by FLVS, and such determination shall be final and binding upon all Bidders, regardless of origin for such request. FLVS reserves the right to request and review additional information as it deems necessary, to adequately assess equivalent submittals.
 - The acceptance or rejection of an alternate submittal shall not necessarily indicate that a contract award will be forthcoming to the affected Bidder, regardless of whether such acceptance of an alternate results in the Bidders quote being the lowest Bid. FLVS through its Evaluation Process will make an award, if any, based on its appraisal of the Bid that is most advantageous to FLVS.
- 7.22 **Silence of Specifications.** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
- 7.23 **Licenses and Permits.** Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to FLVS, any and all licenses and permits required to complete the contractual service. Licenses and

permits shall be readily available for review by the Director of Procurement or authorized designee.

7.24 Delivery/Service

a. Product/materials deliveries pursuant to the Bid shall be made during the normal working hours of FLVS. Time is of the essence and all Bidders shall as a portion of their Bid, submit a schedule indicating major milestone-completion and critical-material-delivery dates (if applicable).

b. Should the Awarded Contractor fail to provide the required goods or services or fail to deliver critical materials on or before the specified dates, FLVS reserves the right, but not the obligation, to terminate the Contract.

c. The Contractor shall be responsible for submitting all claims against carriers for missing or damage items. Partial shipments will not be accepted unless otherwise agreed upon.

d. Shipment(s) shall be palletized, as required by FLVS.

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8. DEFINITIONS

Addendum – Written or graphic instruments issued prior to the date for opening of bids, which modify or interpret the solicitation documents by additions, deletions, corrections or clarifications.

ARO - After receipt of order.

Extension - A one-time (not to exceed 12 months) increase in the time allowed for the contract period in lieu of or after all renewals are exhausted.

FLVS Designated Ship to Location – Locations may include FLVS office(s), address of faculty, staff, student or other as identified by FLVS in support of standard business practices.

FOB Destination - Free on board at destination; title changes hands from supplier to purchaser at the destination of the shipment; supplier owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

Fulfillment – The time between receiving a purchase order and shipping the product.

Invitation to Bid (ITB) – A written solicitation for competitive bids, advertised to the general-public with a defined opening date. Specifications are clearly defined to the point that any interested company will be able to submit a bid for the exact item/service needed. This solicitation is generally required for acquisitions exceeding the established bid limit. Award shall be made on the basis of the lowest, responsive and responsible Respondent which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to FLVS needs, delivery terms, and qualifications meeting the specifications and requirements.

Minor Irregularities – Irregularities that have no adverse effect on FLVS's interest will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the Bid.

Renewal - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew

Respondent – For the purpose of this solicitation, any person, respondent, corporation or agency submitting a response to the Invitation to Bid or their duly authorized representative. The word Respondent, Bidder, Payee, Vendor, Contractor, and Offeror may be used interchangeably within the Invitation to Bid.

Response – The entirety of the Respondent's submitted bid response to the ITB, including any and all supplemental information submitted.

Responsible Respondent – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Respondent who has submitted a bid that conforms in all material respects to the solicitation.

Sole Point of Contact - The Procurement Services Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent - The firms or individual who is the recommended recipient of the award of a contract under this Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.