



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

DATE ISSUED: December 18, 2012

RFP DUE DATE: February 01, 2013
RFP DUE TIME: 2:00PM EST

PROPOSAL DELIVERY LOCATION: Florida Virtual School
Purchasing Department
2145 Metrocenter Blvd., Suite 200
Orlando, Florida 32835

RFP TITLE: Inbound/Outbound Service & Call Center
RFP NUMBER: RFP 2012-6673-9820-LM

PRE-PROPOSAL CONFERENCE: N/A
MANDATORY: No
TIME: N/A
LOCATION: Florida Virtual School
Purchasing Department
2145 Metrocenter Blvd., Suite 200
Orlando, Florida 32835

DIRECT ALL INQUIRES TO: Lisa Maldonado
Purchasing Agent
lmaldonado@flvs.net

NOTICE TO ALL INTERESTED PARTIES: Subject to the conditions, provisions and the enclosed specifications, sealed proposals will be received at this office until the stated date and time.

Proposals received after the stated date and time, whether presented in person, received by U.S. Mail, or by any other delivery method will not be accepted.

Florida Virtual School reserves the right to retain all proposals for a period of 120 days and to reject any and all proposals and to waive any informalities and/or irregularities thereof.

Florida Virtual School

**Ed Parker, CPPO, CPPB
Purchasing & Facilities Manager**

REQUEST FOR PROPOSAL
RFP 2012-6673-9820-LM
Inbound/Outbound Service & Call Center

Sealed proposals to establish a contract for a **Inbound/Outbound Service & Call Center** provider will be received by Florida Virtual School, in the Purchasing office on the second floor, 2145 Metrocenter Boulevard, Suite 200, Orlando, Florida 32835, until **February 1, 2013 @ 2:00pm EST**.

Please note that receipt of proposal means DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE PURCHASING OFFICE. Proposals delivered to the building, but not delivered to the Purchasing Office and date/time stamped as received, will not be considered as received for the purpose of this solicitation process. Proposals must be delivered in a SEALED package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package. (See Instructions to Proposer, paragraph number 4.7).

All visitors are required to check-in at the Reception Desk on the 2nd floor. If you are hand delivering a proposal, the purchasing agent will date/time stamp your package and notify procurement that a package has been dropped off. A record of all deliveries and delivery times will be documented at the Reception Desk as well as in Purchasing Division.

Notice to Proposers: The Metrocenter building is a "controlled access" building and all visitors will be required to obtain a visitor's pass, photo ID is required before entering the department. All visitors are required to check-in at the Reception Desk on the 2nd floor. If you are hand delivering a proposal, the receptionist will date stamp your package and notify procurement that a package has been dropped off. A record of all deliveries and delivery times will be documented at the Reception Desk as well as in Purchasing Division.

You are cautioned to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanned), telephone proposals or modifications to proposals, will be accepted.

Proposals will not be accepted or considered after the specified time and date listed on page 1.

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1. OVERVIEW

- 1.1 Purpose: Florida Virtual School (FLVS), hereafter referred to as the "district" or "FLVS", is seeking proposals from qualified proposers interested in providing ***Inbound/Outbound Call Services, Live Chat Assistance, Translation Services and Social Media Monitoring. The successful Contractor will recruit, hire, and in partnership with FLVS, train essential support personnel.*** The award will be to the most qualified proposer(s) as determined by an evaluation committee. The final award will be based on Board approval.

- 1.2 District Profile: FLVS is an internet-based public school that offers curriculum online for Elementary, Middle and High school students. FLVS has led the way in providing a rigorous academic program that has passed stringent external reviews by states across the nation. Winner of numerous national and international educational awards, FLVS now trains teachers, administrators, school districts, and states in how to deliver a sound, accountable, and successful online learning experience.

Florida Virtual School (FLVS) is an established leader in developing and providing virtual K-12 education solutions to students nationwide. Nationally recognized for our e-Learning model, FLVS was founded in 1997 and was the country's first state-wide Internet-based public high school. Today, FLVS serves elementary, middle and high school students with more than 90 courses.

FLVS is part of the Florida public education system and serves students in all 67 Florida districts. FLVS also serves students, schools, and districts around the nation through tuition-based instruction, curriculum provision, and training. Enrollment is open to public, private, and home school students. All students work from home or school and all instructors work in a remote environment.

In 2000, the Florida Legislature established FLVS as an independent educational entity with a gubernatorial appointed board. FLVS is the only public school with funding tied directly to student performance.

FLVS served over 148,000 students in 303,329 half-credit enrollments in the 2011-12 school year. The school is a world leader in e-Learning and the FLVS motto "Any time, any place, any path, any pace"© indicates the school's flexibility and mission to place the student at the center of all learning.

- 1.3 Project Background: Florida Virtual School, as a result of its expanding student enrollment population and its "any time, any pace" service model, is in need of a fully operational contact center, throughout this document known as a "Service Center." Florida Virtual School has become increasingly aware that it has expanded well beyond the services of a basic call center. With the addition of live chat, a web-based info box, and e-mail messaging, Florida Virtual School has created an expectation for such services both inside and outside the school and is in need of a call center partner that is willing and capable to support these functions in an optimal manner, as well as take us to higher levels of performance, efficiency and sustainability. Florida Virtual School would also like to expand services to include text messaging and social media to best serve its students, families and physical school counselors. Thus, the ideal Service Center will offer innovative outreach solutions designed to engage the 21st century learner and busy families, meeting them where they are by using the latest available technologies.

Additionally, with the advent of a program designed to conduct the initial greeting of students, the Service Center would need to be fully equipped in supporting FLVS in a

registrar-type capacity in securing student and parent commitments, verification of all registration data and other associated enrollment validations.

Service Center Deliverables

Outbound Calling – targeted, short and long-term campaign (80,000 five to six minute average calls/month)

Inbound Calling – full customer service offering (30,000 four to five minute average calls/month)

Success measures -- ABA (call abandonment average) – less than 4%, Professionalism Satisfaction – greater than 95%, and First Call Resolution – greater than 80%

Florida Virtual School expects its partner service center to work with us in creating a more engaging experience for our students, families and physical school counselors. To do so, the Service Center will be expected to work closely with our Marketing & Communications team to help disseminate information surrounding the full range of FLVS programs to targeted audiences.

Florida Virtual School expects its partner service center to have an establish protocol for quality assurance.

Florida Virtual School expects its partner service center to maintain and use a robust and accurate knowledge base.

Service Center Staffing

Florida Virtual School expects its partner service center to embody and represent the FLVS culture, as well as its values. It is vitally important to Florida Virtual School that our partner Service Center staff serves as true representatives and extensions of the FLVS staff.

Florida Virtual School expects it partner service center to have a hiring, training, professional development and retention program that allows for flexible staffing to meet peak demand times for students, families and physical school counselors.

Service Center Security

Florida Virtual School expects its partner service center to maintain the highest standards of confidentiality in terms of records and other information associated with students and school operations, remaining in full compliance with state and federal student privacy and records requirements at all times.

Call Center Tools

Florida Virtual School expects its partner service center to have an established and reliable system for forecasting inbound call volume.

Florida Virtual School expects its partner service center to provide both real time and periodic reports to FLVS management staff on operations performance and call campaign success.

Additionally, Florida Virtual School expects the Service Center to provide, at a minimum, the following tools for Inbound, Outbound, Live Chat and Social Media monitoring/networking:

- Automatic Outbound dialer
- Customer survey system
- A workforce management software that analyzes trends and data to effectively forecast
- Live chat functionality for registration assistance
- Social Media monitoring and interactive marketing

Social Media Monitoring and Interactive Marketing

Florida Virtual School expects its Service Center to maintain an effective system to monitor, as well interact with those it serves via, social media.

2. EVALUATION OF PROPOSALS

- 2.1. FLVS expects to consider responses from Proposers who meet the following minimum standards:
- 2.1.1. The willingness to configure the program to meet the requirements of FLVS.
 - 2.1.2. The Proposer's ability to integrate all of the requested criteria.
 - 2.1.3. Documented successful experience in the provision of the scope of services contained herein for clients of similar scope and size.
 - 2.1.4. Contact person(s) readily available to service FLVS on a day-to-day basis. FLVS reserves the right to approve the contact person(s).
 - 2.1.5. Meets the requirements as outlined in Section 6.3 "Minimum Qualifications/Experience".
 - 2.1.6. Able to complete the expected contract term in full compliance with this RFP.
- 2.2. The following factors will be considered when evaluating proposals:
- 2.2.1. Proposer's capability to provide the products and services.

Criteria	Weight
Background of the Proposer and subcontractor(s) including professional qualifications and experience of each of the team members and their qualifications. References.	20
Customer Support	10
Comprehensive Implementation Plan	10
Training	10
Cost Effectiveness of Services	20
Scalability and Flexibility of Call Volume	10
Location of Facilities	20

TOTAL 100%

Additional Points	
Acceptance of Invoice Payments via FLVS Visa Purchasing Card (PCard)	5%

- 2.3. FLVS will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process 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/evaluation process will be completed in a timely manner as noted below. Purchasing Division will endeavor to notify in writing all Proposers of any unexpected delays as noted above or otherwise determined.
- 2.4. The award will be made to the Proposer(s) submitting the proposal that best meets FLVS's specifications and requirements. It is the intent of FLVS to award this contract to multiple Contractors.
- 2.5. FLVS intends to have a committee review the proposals and make a recommendation to The Board on a Proposer or Proposers to provide **Inbound/Outbound Service & Call Center**.
- 2.6. Selection Criteria: This procurement will comply with applicable School Board Policies, State Board Rules, and Florida Statutes. The selection of a service Awardee(s) may be

made without discussion with Proposer(s) after proposals are received. Therefore, proposals should be submitted complete with all pertinent information.

2.6.1. Oral presentations and negotiations may be conducted with the highest rated Proposer(s). If an agreement is not reached, negotiations will be terminated. Then, the same process may be conducted with the next highest rated Proposer(s). If agreement is not reached, negotiations will be terminated. This process will continue until an appropriate arrangement has been agreed upon or all desirable Proposers have been rejected. No Proposer shall have any rights against FLVS arising from such negotiations.

2.6.2. There will be no interim briefing regarding the status of a particular proposal until evaluation of all proposals is complete.

2.7. Time Schedule:

N/A	Pre-Proposal Conference (Section 4.8)
Wednesday January 9, 2013 2:00PM EST	Last Day to Request Additional Information or Clarification
Friday February 1, 2013 2:00PM EST	Proposal Due Date
February 4, 2013	Distribution of Proposals to Committee
TBD	Committee Review of Proposals
TBD	Phase I Committee Meeting 8:00 am
TBD	Phase II Committee Meeting
TBD	Phase III Committee Meeting & Presentation by Proposer(s) 8:30 am – 4:30 pm, if necessary – Location To Be Determined.
TBD	Committee Recommendation of Rankings
TBD	Award by Board

3. PROPOSAL SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

In order to maintain comparability and consistency in review and evaluation of responses, all proposals 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. Please submit one (1) unbound original (clearly marked as such) and **five (5)** exact duplicates for a total of **six (6)** physical copies. **One electronic copy on CD, DVD or USB flash drive is also required** for document management purposes. To create the electronic copy, scan the entire proposal and save it as one (1) pdf document. **Proposals must be bound in a three ring binder** (with the exception of the unbound original). Proposals not meeting the requirements below may be determined to be non-responsive, non-responsive proposals will receive no further consideration.

3.1. **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

3.2. **Tab 1 - Cover Letter:** Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. 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. Clearly demonstrate your Proposer's familiarity with **Inbound/Outbound Service & Call Center**. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. 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.

3.2.1. Include under this tab the following signed forms (*An original form and signature is required. **These forms must not be modified in any manner.***).

- | | |
|--|--|
| i. Vendor's Statement of Qualifications (Appendix A) | ii. Acknowledgement of Business Type (Appendix B) |
| iii. Statement of Affirmation and Intent (Appendix C) | iv. Non Disclosure Agreement (<i>Optional Form if needed</i>) |
| v. Addenda Form / Dispute Resolution Clause (Appendix E) | vi. Fair Labor Act / Public Crimes / Federal Debarment Certifications (Appendix F) |
| vii. Drug Free Workplace Certification (Appendix G) | viii. Insurance Certificate (See Section 5.18) |

3.2.2. **Type of Business (Refer to Appendix B):** The Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business; changes in ownership; bank reference; and other information to verify financial responsibility.

- a. If the Proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- b. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.
- c. Principals: The Proposer must provide the name and address of all persons or entities serving or intending to serve as principals in the Proposer's firm.
- d. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies.
- e. Drug-Free Workplace: If applicable, provide a statement concerning the Proposer's status as a Drug-Free Work Place. (Reference Appendix G) Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.
- f. Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to Appendix C) included in this package

3.3. **Tab 2 – Qualifications:** Summarize the qualifications of the Proposer. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of FLVS contract.

In order to be evaluated and considered for award, Proposer must demonstrate financial stability to FLVS. Proposer must provide at a minimum the following:

- 3.3.1. Vendor Statement of Qualifications (Appendix A), **and one** of the following financial information:
 - a. A Statement from a Certified Public Accountant certifying the firm's financial stability including information as to current or prior bankruptcy proceedings.
OR
 - b. Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar type report shall be delivered to FLVS Purchasing Division. All costs associated with this report shall be borne by Proposer. **OR**
 - c. 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.
- 3.3.2. Background - Provide a profile of your organization:
 - a. Provide a core contact with name, title, email, address, phone, and fax
 - b. Where are your corporate offices located?
 - c. Do you have any offices in Central Florida, Orlando, and any contiguous county to Orange County?
 - d. Please list the number of years your company has been in operation.

- e. Describe your support and quality assurance resources.
- f. Company website
- g. Number of clients: Active and Inactive.
- h. Please list the number of Active clients by year, starting with 2005. List the number of clients who are no longer using your services by year, starting with 2005.

3.3.3. Experience - Describe your company's experience in **Inbound/Outbound Service & Call Center** service. Provide details/examples as well as quantifiable results and objectives achieved with specific clients (3 client case studies).

- a. Describe what strategic advantages your organization brings to the relationship of our organization?
 - i. Skills
 - ii. Strengths
- b. Describe awards won or achieved related to your services
 - i. Dates
 - ii. Copy of press release
 - iii. Case Study
- c. Describe how your organization is organized and staffed to support **Inbound/Outbound Service & Call Center**.
- d. Identify key personnel and provide bio information pertaining to their backgrounds, expertise and job descriptions. Provide an organizational chart.
- e. How would this team be organized to service our organization?
- f. Does your company have dedicated resources with a knowledge base around the educational sector?
 - i. Who
 - ii. Bios
 - iii. Job Description

3.4. **Tab 3 – References:** See Section 6, Item 6.4. Please provide three (3) references (preferable educational governmental references) on the form provided in Section 8. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. FLVS may contact these references during the evaluation process.

Each Proposer should include under this tab, in tabular form, summary information for all contracts of similar size and scope performed by the Proposer, or team, within the past five (5) years. Information provided for each job shall include:

- 3.4.1. Contract/Project name/Description
- 3.4.2. Agency/department/office for which performed
- 3.4.3. Dates of the contract
- 3.4.4. Owner's contract/project manager or other representative
- 3.4.5. Consultant's role and level of involvement

- 3.4.6. Contact person
- 3.4.7. Dollar value of the contract
- 3.4.8. Present status of the engagement.
- 3.4.9. The firm's key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP.

FLVS reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- 3.5. **Tab 4 - Scope of Work:** The Proposer must acknowledge agreement/understanding with the requirements of the intent of this proposal (Section 7) and provide reports or samples if requested. Indicate any exceptions to the scope of services of the RFP or alternatives for FLVS to consider. Summarize your approach and understanding of the services and any special considerations of which FLVS should be aware. Respond in detail to the following:

- 3.5.1. Technology - Provide a detailed description of your infrastructure.
 - a. Define/describe all security measures that your company has implemented to ensure the security of customer service representatives environment and client's information.
 - b. What privacy policies have been put in place to insure privacy related to client's demographic information/chat/transactions? In the event chat or transaction data needs to be retrieved by your company, to what extent is the chat or transaction data retrievable?
- 3.5.2. Services - What differentiates your services from your competitors? List at least 10 examples.
- 3.5.3. Features - Describe the technology features and functions of the **Inbound/Outbound Service & Call Center** that your platform provides.
 - a. Describe how the features/functions could/would benefit our organization
 - b. List tools that are proprietary and third party owned

- 3.6. **Tab 5 – Pricing:** Include Section 9, Complete Proposal Form.

- 3.6.1. Will you accept payment via FLVS Visa Purchasing Card (PCard)?
- 3.6.2. What additional cost savings initiatives or programs is your company offering (volume discounts)
- 3.6.3. When an organization engages with your organization--what comes with your basic package provision? Please provide descriptions with each area below:
 - a. Project planning/management and scheduling
 - b. Training
 - c. Support

- 3.7. **Tab 6 – Customer Support Services:** Explain your company's policy regarding quality assurance/quality control.

- 3.7.1. Include the process/methodology of organization from kickoff to implementation.
- 3.7.2. Does your company have the capability of providing consultation and recommendations when given a description of the project and target audience?
- 3.7.3. If so how do you provide these services? How do you bill for these services?

- 3.7.4. Describe your organization's customer service policies
- 3.7.5. Define process of escalation with issues/problems.
 - a. How does your organization identify and resolve customer service issues?
 - b. Does the organization have a customer feedback process in place - if so please define?
- 3.7.6. Describe your organizations communication strategy as to client support and fulfillment.
 - a. Describe process for keeping client informed/engaged with development
 - b. Provide examples of activity/update reports
- 3.7.7. Describe/define your proposed implementation plan. When can you start?
- 3.7.8. Describe the process and metrics used by your company to measure the quality of the services that your company supplies.
- 3.8. **Tab 7 – Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to FLVS in understanding the services provided for this specific contract.

- 3.8.1. **SUBMISSION REQUIREMENTS:** Each Proposal envelope/box shall be sealed and identified as specified below:

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR RFP REPLY PACKAGE(S).

Cut out label and tape to outer sealed envelope(s) or package(s).



DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN

RFP NO.: 2012-6673-9820-LM

RFP Title: Inbound/Outbound Service
& Call Center

TO BE OPENED: 2:00PM EST, Friday, February 1, 2013

LATE PROPOSAL WILL NOT BE ACCEPTED

FROM

Name of Firm:

Contact Name:

Email Address:

Telephone No.:

Fax No.:

Deliver To:

**Florida Virtual School
Purchasing Division
Attn: Lisa Maldonado, Purchasing Agent
2145 Metrocenter Boulevard, Suite 200
Orlando, FL 32835**

3.9. **Non Submittal Response Form** - If your company is not submitting a response to this solicitation, please complete and fax this form prior to the due date established in the RFP document. If you are submitting this form, then only this form needs to be returned, please do not return the entire RFP package. This information will assist Purchasing Division in the preparation of future solicitations.

**Florida Virtual School
Purchasing Division
Attn: Lisa Maldonado
2145 Metrocenter Boulevard, Suite 200
Orlando, FL 32835
Fax: 407.513.3481**

RFP NO.:

RFP NAME:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Please check reason for a “no bid.”

- ☐ Specifications “too tight”, geared toward one brand or manufacturer (explain below)
- ☐ Insufficient time to respond.
- ☐ Specifications unclear (explain below)
- ☐ We do not offer this product/service or an equivalent.
- ☐ Our schedule does not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other, please explain

Print Name: _____

Signature: _____ Date: _____

4. INSTRUCTIONS TO PROPOSER

- 4.1. Upon the issuance of this RFP, all contact with FLVS **must** be made through the purchasing agent named on the first paged. 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 Purchasing. 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 Proposal or persons acting on their behalf are specifically requested not to contact Board of Trustees, members, staff, or Committee Members during the course of the Proposal and Selection process. All procedural matters shall be directed to Procurement/Contract Specialist. 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 Proposal.
- 4.3. 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.
- 4.4. Posting Of Tabulations/Recommendation. RFP tabulations with recommended awards will be posted for review by interested parties. Visit <http://www.demandstar.com> or <http://www.flvs.net/areas/contactus/Pages/Procurement%20Opportunities/RFPsListing.aspx> for bid/proposal links and in the Purchasing Division Department, at 2145 Metrocenter Boulevard, Suite 200, Orlando, FL 32835 and will remain posted for a period of 72 hours. Failure to file a 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, Purchasing Division will endeavor to post a "Notice of Delay of Posting" to inform all Proposer of the delay and anticipated posting date and time.

NOTE: If you download a copy of this proposal from Demandstar you will be notified by Demandstar (as you listed, email or fax) of postings during the life of this solicitation. **You will not be notified if you download a copy of this proposal from FLVS.net.**

- 4.5. Bid Protests: Any person who is 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 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. Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to the **Lisa Maldonado**, at the email address indicated below (Section 4.6.3), by **2:00PM EST, January 9, 2013**. Any interpretation to a Proposer shall be made only by addendum duly issued. All Addenda will be posted and disseminated on the following web-sites:

- Demandstar (<http://www.demandstar.com>)
- Florida Virtual School Procurement Opportunities
(<http://www.flvs.net/areas/contactus/Pages/Procurement%20Opportunities/RFPsListing.aspx>)

4.6.1. Questions must be received before **2:00PM Eastern Standard Time on January 9, 2013**. Questions not received by this date and time will not be considered.

4.6.2. Prior to submitting the proposal, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from Demandstar or FLVS.net for attachment to the proposal (**Appendix E, page 33**).

NOTE: If you download a copy of this proposal from Demandstar you will be notified by Demandstar (as you listed, email or fax) of postings during the life of this solicitation. **You will not be notified if your downloaded a copy of this proposal from FLVS.net.**

4.6.3. All questions must be in writing and emailed to the Purchasing Agent named below. The request must contain the Proposer's name, address, telephone/fax numbers, and email address. After thoroughly reading this RFP, Proposers may direct questions, to:

Lisa Maldonado

Purchasing Agent

lmaldonado@flvs.net 407.513.3481

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

4.8. All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal 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 proposal non-responsive.

4.9. **Five (5)** copies (one copy shall be unbound) plus the original, for a total of **six (6)** proposals, are to be submitted in sealed envelopes (use the label provided in section 3.8.1), which bear the name, address, and telephone number of the Proposer.

4.10. FLVS will receive sealed proposals until the date and time indicated on this proposal cover page. Proposals must be delivered to the Purchasing Office at the stated address and will be recorded at the stated date/time. Proposals must be delivered in sealed envelopes, clearly marked on the outside as to proposal name, proposal number, and opening date. **Proposals received in unidentifiable envelopes are sent at the Proposer's risk. Proposals received after the date/time indicated on the proposal cover will be**

date/time stamped received and returned to the Proposer unopened. It will be the Proposer's responsibility to get the proposal to the correct location and on time. Please note that the official clock, for the purpose of receiving proposals, is located in the Purchasing Division.

- 4.11. Purchase Order: The award of the proposal shall not constitute an order. Before any shipments are made or services rendered, Proposer must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.

5. GENERAL TERMS AND CONDITIONS

- 5.1. FLVS may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the proposals received as a result of this RFP. FLVS also reserves the right to request clarification of information from any Proposer.
- 5.2. All expenses involved with the preparation and submission of proposals 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.
- 5.3. FLVS may require the Proposer to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.
- 5.4. FLVS has implemented a Purchasing Card Program to streamline our procurement process.
 - 5.4.1. By making purchases with the Visa Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. Our Awardees also achieve cost saving results by accepting our Purchasing Card.
 - 5.4.2. We encourage your acceptance of the Visa Purchasing Card so that you may enjoy the advantages of our Purchasing Card Program. Payments made to the Awardee(s) will quite possibly be by a Visa Purchasing Card.
- 5.5. 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.
- 5.6. 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.
- 5.7. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their proposal, 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.
- 5.8. Purchasing Agreements with Other Government Agencies. All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.
- 5.9. Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 5.10. There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.

- 5.11. The Procurement Manager may terminate this contract 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 Manager or designee.
- 5.12. Should any Proposer fail to enter into a contract with FLVS, on the basis of the submitted proposal by said Proposer, the Proposer acknowledges that Proposer shall be liable to FLVS for any lost revenue.
- 5.13. Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in FLVS Court in and for Orange County, State of Florida. The laws of the State of Florida shall govern this transaction.
- 5.14. The contract terms and conditions stipulated in this RFP are those desired by FLVS and preference will be given to those proposals in full or substantial compliance therewith. However, after allowance for any deviations, all proposals will be considered. Proposers are cautioned that restrictive deviations from the desired program must be clearly stated in the proposal response.
- 5.15. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Proposer without prior written consent of the School. The Proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School.
- 5.16. With the consent and agreement of the Awardee(s), purchases may be made under this proposal by other school boards and governmental agencies. Services are to be furnished in accordance with the Contract of said product(s) and/or service(s) resulting from this Proposal. 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 proposal, in response to this advertised request, shall constitute a proposal made under the same conditions, for the same contract price, and for the same effective period as this proposal to all public entities if they so request.
- 5.17. All accounting and invoicing correspondence must reference FLVS purchase order number. Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by FLVS. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. These items must be received by FLVS consultant/representative at least ten (10) working days before the deadline for submission of Awardee's request for payment dates.
- 5.18. Insurance Requirements: Awardee(s) shall obtain and maintain in full force prior to performance and effect throughout the initial Term and any Renewal Term no less than 5 years past the completion of the project with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company.
- 5.18.1. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Florida Virtual School (FLVS) and (b) FLVS is to be named as an additional insured party with respect to Proposer activities.

- 5.18.2. General Liability Insurance of not less than One Million (1,000,000) per occurrence and Two Million (2,000,000) General Aggregate for bodily injury, property damage liability, personal injury, advertising liability, and shall include errors and omissions coverage. The General Liability policy should be on CGL 0001 (12/04) or equivalent form. Insurance shall be primary and non-contributory to any other insurance of the certificate holder and shall name the certificate holder, owners and any other required by written contract or an agreement as additional insured.
- 5.18.2.1. Policy should be endorsed with a “per project aggregate”. All coverage’s should include contingent liability and contingent property damage liability. If coverage is written on a Claims made basis the retroactive and continuity dates should be at least the first day services begin with FLVS. Policy should include an endorsement waiving all rights to subrogate against FLVS.
- 5.18.2.2. The above policies for General Liability insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.
- 5.18.3. Worker's Compensation Insurance: The Awardee(s) shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract Employer's Liability Insurance: The Contractor shall maintain, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars \$500,000.00 each accident for bodily injury by accident, Five Hundred Thousand Dollars \$500,000.00 each employee for bodily injury by disease, and Five Hundred Thousand Dollars \$500,000.00 policy limit for bodily injury by disease.
- 5.18.4. Automobile Liability Insurance: Automobile Liability Insurance shall be maintained, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars \$1,000,000 combined single limit each accident for bodily injury & property damage liability.
- 5.18.5. Cyber Liability including: Technology Errors and Omissions, Cyber Extortion, Media Liability, Telecommunications Errors and Omission, Network Security, or Multimedia Professional Liability which ever applies not less than One Million Dollars \$1,000,000
- 5.19. Legal Requirements: It shall be the responsibility of the Awardee(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Awardee(s) will in no way be a cause for relief from responsibility. Awardee(s) doing business with the School 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.
- 5.20. After notification of award, the Awardee(s) shall indemnify and hold harmless FLVS as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of FLVS as set forth in Florida Statutes.

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

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

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

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

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

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

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

5.23. Payment Terms and Conditions. Please state on the Proposal Price Sheet the Terms and Conditions you will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). FLVS shall pay to Provider the fees for services as per State Statute Net 45 days of receipt of approved invoice. The School shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8013320819C-8.

- 5.24. FLVS will monitor and enforce compliance by all Awardees and sub-contractors that provide services and/or products to FLVS.
- 5.24.1. It is the intent of FLVS that all Awardees and sub-contractors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to FLVS operations. The Awardee(s) may be required to supply a written copy of their Safety Program/Manual for review after contract award. Periodic review of the Awardee's safety manual and operations may be conducted. All Awardees and their employees, including sub-contractors, performing work under the terms of this contract will follow the best safe working practices at all times, as well as comply with all Federal, State, Local, and District safety policies and procedures. This includes the operation of vehicles and equipment on District owned property. Any accidents, injuries, or incidents occurring on District property shall be immediately reported to FLVS Facilities Office.
- 5.24.2. In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have a published Material Safety Data Sheet (MSDS). Each MSDS must be in English (Spanish may be required by FLVS) and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health affects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.
- 5.24.3. The Awardee(s) performing work for FLVS is responsible to provide written notification and Material Safety Data Sheets (MSDS) to FLVS Facilities Office for any hazardous material that may be used. FLVS defines Hazardous Material as "any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health". These substances are classified as poisonous, toxic, corrosive and flammable, explosive, radioactive, or otherwise have any warning on the product label.
- 5.24.3.1. FLVS Facilities Office must approve all hazardous materials used by the Awardee(s) prior to use.
- 5.24.3.2. All requests for approval of product shall be directed to FLVS Facilities Office at 2145 Metrocenter Boulevard, Orlando, FL 32835. Telephone (407) 513-3334.
- 5.24.3.3. Current, legible copies of Material Safety Data Sheets (MSDS) will be used to evaluate all products. This information must be provided at least five (5) working days prior to use and must include the Awardee's safety plan (precautions needed by the Awardee's employees).
- 5.24.3.4. After review by FLVS Safety Office, the Awardee(s) of the MSDS will be provided a copy of the MSDS stamped approved, with or without additional restrictions, or disapproved.
- 5.24.3.5. The Awardee(s) using the product must follow any identified restrictions and must maintain a copy of the approved MSDS at the job location.
- 5.24.3.6. Any product used in FLVS shall be used in accordance with the manufacturer's instructions and applicable FLVS Policies.

- 5.24.3.7. Certain products will not be authorized for use in FLVS in order to prevent any incidence of exposure to students or employees. Further, stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.
 - 5.24.3.8. Products approved for use by FLVS employees does not constitute an automatic approval for use by Awardee(s). All products used by Awardees must be specifically approved for each job within FLVS.
 - 5.24.3.9. FLVS employees will not use products approved for use by Awardees unless a specific approved MSDS has been provided to the supervisor and/or is maintained in the worksite MSDS Book.
 - 5.24.3.10. Use of Hazardous Materials at sites where no students or FLVS employees are assigned does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.
 - 5.24.3.11. Awardees are responsible to remove all products used on projects immediately upon completion. Products left for FLVS use will be listed on a manifest indicating type of container, amount, and the location of the product. FLVS employee that originated the service or contract shall sign the manifest and send to FLVS Safety Office.
- 5.24.4. The Awardee(s) and their employees, including sub-contractors, performing work under the terms of this contract will follow the best environmental working practices at all times. The Awardee(s) shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to FLVS operations, as well as comply with all Federal, State, Local, and District environmental policies and procedures. The Awardee(s) may be required to supply a written copy of their Environmental Program/Manual for review after contract award. Periodic review of the Awardee's environmental manual and operations may be conducted. Awardees and sub-contractors will be responsible for removal and clean up of all contamination (or potential contamination) when it occurs or is identified by FLVS Safety Office. All incidents shall be immediately reported to FLVS Safety Office.

6. SPECIAL PROVISIONS

- 6.1. **Contract Term/Option to Renew:** The initial term of the contract shall be for a **one (1)** year period following Board approval. The anticipated award date is **TBD**.
- 6.1.1. This contract may be renewed for **two (2)** additional **(1)** year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.
- 6.1.2. It is understood and agreed that this contract may be renewed under the same terms, conditions, and specifications governing the original contract, and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.
- 6.1.3. Should it become necessary for FLVS to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.
- 6.2. **Contract Termination:** FLVS shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than ninety (90) days prior to the date that such termination is to be effective, or with such lesser notice as FLVS may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to FLVS. In the event FLVS shall elect to terminate this contract without cause, FLVS shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and FLVS shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.
- 6.3. **Minimum Qualifications/Experience:** The Awardee(s) shall maintain a current business license. The Awardee(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awardee(s) shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. FLVS reserves the right to request documentation at any time during the contract period.
- 6.3.1. Proposer(s) shall include a copy of all applicable licensing with their proposal.
- 6.3.2. Inspection of Proposer's Facilities: FLVS reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract.
- 6.4. **References:** Please provide three (3) references (preferable educational governmental references) on the form provided in Section 8. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. FLVS may contact these references during the evaluation process.
- 6.5. **FLVS Facility Security:** All personnel must coordinate with the facility's front office or security personnel. Awardee's employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

- 6.5.1. It shall be the sole responsibility of the Awardee(s) performing services for this contract to safeguard their own materials, tools, and equipment. FLVS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 6.6. **Awardee(s) Personnel:** Awardee's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any FLVS facility.
- 6.6.1. Qualifications of new people working under this contract will be submitted to FLVS, in writing, for approval prior to them conducting any service under this contract. Submit a list of all employees who will be working under the current contract, any intention for additional personnel, and back-up personnel for each function.
- 6.6.2. Effective September 1, 2005, as per Section 1012.465 of the Florida State Statutes all Florida education agencies and Contractual personnel must be in compliance with the Jessica Lunsford Act.
- The term "contractor" means any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes any employee of a contractor who performs services for the school district or school under the contract and any subcontractor and its employees.
- 6.6.3. The Technical Assistance paper for the Jessica Lunsford Act can be accessed at <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.
- 6.7. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 6.7.1. The Awardee(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 6.8. **Communications:** Awardee(s) must provide a means to receive direct communications from FLVS. A copy of all written communication concerning contract discrepancies, issues, or concerns from FLVS and the Awardee(s) shall be forwarded to the Purchasing/Contract Specialist upon issuance.

- 6.9. **Contract Administration:** FLVS will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Awardee(s) shall be contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to FLVS. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Awardee's right to proceed further with this work. In such event, the Awardee(s) will be paid only for materials used. The Awardee(s) and their sureties may be liable to FLVS for any additional cost incurred by FLVS to complete the job. At this point, the Awardee(s) shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by FLVS.
- 6.9.1. Failure of the Awardee(s) to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract, at the discretion of FLVS.
 - 6.9.2. FLVS reserves the right to terminate this contract, in whole or in part, should the need for the services cease to exist.
 - 6.9.3. Awardee(s) shall be subject to periodic performance evaluations by FLVS personnel. Continued unsatisfactory ratings shall be cause to find the Awardee(s) in default of the contract.
 - 6.9.4. Upon cancellation of any ensuing agreement, FLVS reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated proposal to FLVS for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in FLVS's best interest.

- 7. SCOPE OF SERVICES:** Florida Virtual School (FLVS) is soliciting proposals for a dynamic Service Center to provide: Inbound/Outbound Call Services, Live Chat Assistance, Translation Services and Social Media Monitoring. The successful Contractor will recruit, hire, and in partnership with FLVS, train essential support personnel as described:
- Customer Service Representatives ("CSR") to provide: inbound phone support in English and other mutually agreed upon languages, outbound follow-up calls, and general assistance to FLVS parents, students and the general public.
 - Outbound Call Campaign Ambassador to provide: support of all FLVS outbound call campaigns and level 1 general customer assistance in English and other mutually agrees upon languages.
 - Social Media Specialists to provide: monitoring of all social media platforms, FLVS representation in online communities, and analytics of data and trends pertaining to those channels of interactive communication.
 - Live Chat Technicians to provide: written support to website visitors on topics to include, but not limited to registration, course selection and site navigation.

The successful Contractor will have to ensure efficient management of contact from students, parents, public inquiry and other customer groups. Services shall be provided Monday through Friday from 7:00AM to 9:00 PM and Saturday and Sunday from 9:00 AM to 5:00 PM. Contractor shall provide continued services throughout the FLVS holiday schedule, with the exception of Thanksgiving and Christmas Day (Exhibit A). The successful Contractor will provide customer service support in the English, Spanish and French Creole languages and other mutually agreed upon languages. The successful Contractor will be expected to provide a complete call center model while accomplishing the strategic goals of the agency by providing important, up-to-date, factual information to requesters. Evaluation of the successful Contractor performance will be accomplished in an ongoing program to insure the highest performance levels.

7.1. Automated Functions

a) The successful Contractor will provide the automated functions of the FLVS Call Center in-bound system. The successful Contractor will provide the following:

- Telephony system
- Live Assist platform
- Workforce management software
- Social Media monitoring program
- Reliable method for consistent communication with FLVS (i.e. Microsoft Outlook)

b) The successful Contractor will provide the system capacity to handle call volumes without interruption or busy-out.

c) Transfer of calls from the up-front automated call allocator/menu to live counselors based on customer selection of this option during Live Call Center hours of operations (7 a.m. to 9 p.m. weekdays; 9 a.m. to 5 p.m. weekends). All functions must accommodate both touch-tone and rotary callers.

d) Create a data record for each call which will include the following: caller's phone number, the student information/phone number entered for retrieval of student data, date and time of call, caller selections, call length, abandonment and other data as required. In addition, the successful Contractor will combine automated and live information that will include first initial, last name, mailing address, transaction ID#.

- e) Caller information will be appended to a detail report. All data will be provided electronically. The successful Contractor will provide a monthly transaction detail report (7.3).
- f) Vendor should provide FLVS access to all call recordings.
- g) Prepare and record scripts for the Automated Functions as required.
- h) Additional services as mutually agreed upon by the successful Contractor and Sponsor.
- i) All data and databases built by the successful Contractor for FLVS as part of this agreement are the property of FLVS and will be delivered electronically to FLVS at any time upon request. The successful Contractor shall not use any of such data or databases for any purpose except performance of services for FLVS under this agreement.

7.2. Customer Service Representatives

- a) The successful Contractor must ensure new representatives are trained according to FLVS policies and guiding principles, each new employee from CCR to member of management overseeing CCR handling FLVS calls sit/meet /shadow a CCR for at least 8 hours after going through training in an effort to learn best practices as a representative of FLVS.
- b) In training, each representative will learn how to create student and parent accounts to properly advise callers
- c) In training, each representative is taught how to utilize our FLVS website from enrollment to course selection which is required as a level I CSR
- d) FLVS must approve materials, training manuals and processes for best practices
- e) Vendor must perform regular Quality Assurance evaluations and provide documentation to FLVS of the recorded call, evaluations and all documentation pertaining to evaluations
- f) Vendor should participate in regular Quality Assurance Calibration sessions with the client.
- f) Hired representatives should have call center customer service with high call volume background

7.3. Call Center Activity: The following charts provide typical inbound call volumes.

	Inbound Offered	2013-2014 Inbound Projected	Outbound Leads Provided	2013-2014 Outbound Projected
January	16476	21419	30961	38701
February	16241	21113	38298	47873
March	14851	19306	27442	34303
April	20349	26454	27021	33776
May	24253	31529	46092	57615
June	44644	58037	75194	93993
July	27446	35680	54474	68093
August	36955	48042	42619	53274
September	31058	40375	57964	72455
October	24040	31252	32659	40824
November	18029	23437	26000	32500
December (2011)	9351	15195	14984	23413

Exhibits

Exhibit A FLVS Calendar and Holiday Schedule

FLVS observes 17 paid holidays. The calendar for FLVS is based on the fiscal year of July 1 through June 30. Holidays falling on Saturday are observed the preceding Friday. Holidays falling on Sunday are observed the following Monday. Holidays observed include:

Independence Day	July 4-6, 2012
Labor Day	September 3, 2012
Thanksgiving	November 21-23, 2012
Christmas	December 24-25, 2012
Winter Break	December 26-28, 2012
New Years	December 31, 2012-January 1, 2013
Martin Luther King, Jr. Day	January 21, 2013
Presidents Day	February 18, 2013
Memorial Day	May 27, 2013

Exhibit B Call Scripts

1. Course Request/Course Requested (CR)

Purpose: This call is to inform students that they have courses that have been requested; however, they need verification for the courses.

“Hi my name is (your name) I am calling from Florida Virtual School. May I speak with (student’s name) or his/her parent or guardian?

Great! Before I get started, I would like to inform you that this call may be monitored or recorded for quality assurance purposes.

This is a friendly reminder that (student’s name) has an outstanding course request with us because

For Home School Students: the parent/guardian verification has not been completed. This is required in order for the student to be assigned to a classroom.

(If parent is unsure of how to approve the course) All you will need to do is log into the parent/guardian account and from the dashboard find the requested course and click approve.

For physical school students: the guidance counselor verification has not been completed.

This is required in order for the student to be assigned to a classroom. Please contact your school counselor to complete the verification process.

To help ensure your success as FLVS student, I would like to take a moment to verify the phone numbers you have listed in our system. *(Go to Student Profile Page and verify that the phone numbers are correct. Also, ask if they have any additional numbers that they can be reached at).*

(Go to Cum. Academic Report Page to determine which verifications are outstanding)

You’re missing verification for (state course name).

Do you have any questions for me?

Once you’re placed in the course you’re teacher will contact you via email or phone to set up your Welcome Call. Also, your teacher’s contact information will be on the course announcement page. If you should have further questions please contact a customer care representative at 407-513-3587. They will be happy to assist you!

Thank you for choosing Florida Virtual School and have a wonderful day!”

2. Strong Start Data Verification Call (SSDV)

Purpose: The Strong Start call warmly welcomes new students to FLVS and verifies information on the student's record.

(This call requires the student to be present. The parent is encouraged to be present as well but is not required.)

Hi, this is _____ from the FLVS registration team; may I speak with _____ (student's name)?

(If the student did not originally answer, once the student gets on the line...)

Hi _____ (student's name), this is _____ from the FLVS registration team.

(Continue...)

Before we get started, I would like to let know you that this call may be monitored or recorded for quality assurance.

Is a parent available to join you on the call right now?

If yes, wait for parent to join, and then continue

If no, continue

I'm calling to go over some important information regarding your recent Florida Virtual School course request(s). Are you still interested in taking this/these course(s)?

If yes, proceed with script

If no, walk the caller through dropping the course; end the call and disposition as withdrawal (Never Assigned - NAs).

✓ Are you currently taking any of these courses at any other school?

If no, proceed.

If yes, present the option of the student/parent choosing FLVS or the Traditional School.

We're excited that you will be taking a course(s) with us and want to make certain we have all your information verified, so you can quickly get started. Just so you know what to expect, this call will take about 6-7 minutes and during the call we'll cover the next steps in getting you placed in your course(s).

✓ I have your name as *(read Student's full name)*.

✓ I have your e-mail address as *(read Student's e-mail address)*.

✓ *(If student was not reached on the student's primary phone number)* I'd like to verify your primary phone number as *(read Student's primary phone number)*. Other numbers I have listed on the account are *(read other numbers and identify phone type. Make changes as necessary)*

✓ Are you still living at? *(Read Student's current address)*

✓ I see the primary parent you have listed as *(primary parent name)*, is this who you would like us to contact?

✓ *(Check if the Parent has an account)*

✓ *If account is created: "I see a parent account has been created. I have your parent's email as *(verify email address)* and phone number as *(verify phone number)*."*

✓ *If account has not been created: "I see that your parent/guardian has not created an account. Please remind your parent to create an account. I have your parent's email as *(verify email address)* and phone number as *(verify phone number)*."*

✓ I would also like to verify your Race and Ethnicity. This is a federal reporting requirement. You are in our records as *(race and ethnicity only)*. Is this correct?

- ✓ Verify District/County and Physical School (if attending a physical school) or Home School status (if a homeschooler). *(Click on Academic profile to ensure HSV has been received).*
- ✓ *(Physical School Only)* Do you currently receive free or reduced price lunch?
- ✓ *(Physical School Only)* Do you have an IEP or a 504 plan?
 - ✓ If yes, which Program?
- ✓ *(Physical School Only)* Are you considered LEP or ELL?

“Here’s what happens from here. You’ll now experience new student orientation. On our www.flvs.net website there is a brief “FLVS Quick Start video” that you’ll need to watch prior to placement. This video can be found under the Quick Links tab at the top left of the main page. It lasts approximately 4 minutes and gives you a tour of the virtual learning environment.

Do you have any questions?

Well, that wraps up the items we needed to cover today. We’re looking forward to having you at FLVS! I enjoyed talking with you, and I appreciate your time today. You should anticipate placement with an instructor very soon. Once you see you have been assigned, please feel free to start working immediately and reach out to your teacher.

Thank you for choosing Florida Virtual School!

3. Student Success Center (MIA)

Purpose: When a student has not been working consistently in his/her course or he/she has not contacted the teacher in a timely fashion, the student is temporarily locked out of the course until he/she contacts the teacher and creates a success plan. The goal of this call is to reconnect student and teacher.

“Hello, this is (your name) from the Florida Virtual School Success Center. May I speak with (student name) and their parent?”

Great! Before I get started, I would like to inform you that this call may be monitored or recorded for quality assurance purposes.

You were referred to me because your (subject) teacher indicated that you have not submitted work in the class since (insert date of last assignment from the spreadsheet).

- Is everything OK?
- Is there something we can help you with? (Log answers to these questions in VSA)

In order to remain in the class you and your parent must contact your teacher within 72 hours to get activated back into the course. Once you’ve been reactivated, you must begin submitting work on a regular basis and continue with regular submissions through the end of the course. If we do not hear back from you within 72 hours you will be administratively withdrawn from the class and issued a permanent grade of an “F” on your transcript.

“Now, considering the 72 hour expectation you have, would you like us to attempt to bring the teacher into this call so he/she can reactivate you as soon as possible?”

- *Student answers yes:* Place the student on hold and attempt to call the teacher.
 - If teacher answers the call:
 - Hello this is (your name) from the Student Success Center. I have (Student) on the other line. (Student) is taking the (class name) with

you, and would like to speak to you about continuing their coursework. Is now a good time?

- *Teacher answers yes:* CONFERENCE STUDENT AND TEACHER:
 - Hello? I have (teacher) on the line, can you hear each other? Great, I'm going to drop myself from the call so that you can speak privately, but if you have any questions later on please feel free to call customer care at 407-513-3587. Thank you for choosing Florida Virtual School, and have a wonderful day!
- Teacher answers no:
 - When would be the best time to contact you? Wonderful. I will provide this information to the student. Thank you and have a wonderful day.
 - (End call with teacher and resume call with student.)
- *Answering machine picks up:* Hello this is (your name) from the Student Success Center. I have (Student) attempting to get in touch with you concerning (class name). They would like to make plans to complete their course with you. I will provide (student) with your phone number and have them contact you at a later time. Thank you, and have a wonderful day.
 - End call with answering machine & reconnect with the student:
 - Hello, (Student)? I was unable to reach your teacher, however I left a message on your behalf.
- Student answers no
 - Are you committed to contacting your teacher with a parent within 72 hours, and submitting work on a weekly basis?
 - *If they answer NO* – suggest that withdrawing from the course maybe the best option
 - Ensure they understand the implication of the permanent “F” on their transcript
 - *If they answer YES* - Great, we are so excited to see you successfully complete the course! Once you've been reactivated into your course, there are lots of resources on your course announcement page. Remember, you will need you to contact your instructor within 72 hours to set up a plan for success with your parent. Please know that if you fail to do so we may have no alternative but to issue the grade of an “F”.

Do you have any questions for me? Excellent! If you have any questions, please contact our customer care center at 407-513-3587. Thank you for choosing Florida Virtual School, and have a wonderful day.

4. Homeschool Verification Letter (HSV)

Purpose: This call is for home school students who would like to take courses with FLVS; however, we have not received their Homeschool Verification Letter.

“Hello my name is (your name) I am calling from Florida Virtual School. How are you doing today? I am calling to speak to the parent or guardian of (student name).

Great! Before I get started, I would like to inform you that this call may be monitored or recorded for quality assurance purposes.

This is in regards to their Florida Virtual school account. Your child is registered as a Home School Student however we have not received your Home School Verification letter.

- If unsure what Home School Verification Letter: A home school verification letter is given to the student by the home school board. This letter is a stamped or signed letter that states that the student is now homeschooled in their county.

The Home School Verification letter is required in order to be placed into your courses. In order for Florida virtual school to receive this letter, you must contact your home school department in your county and have the letter faxed. Would you like the number to your home school department?

Also, you may want to write down our fax number so that once you get the letter you can fax it over to us. Our fax number is: 407-520-5479. Please keep in mind once the letter is faxed it does take approximately 48 to 72 hours to process and post to the students account.

Do you have any questions for me? If you have any further questions feel free to contact our customer care team at 407-513-3587. Thank you for choosing Florida virtual schools have a wonderful day.”

Exhibit C: Frequently Asked Question

REGISTRATION

1. What is Florida Virtual School?

FLVS is a public school providing middle and high school curriculum to Florida residents for FREE. We are a curriculum provider, not a diploma granting institution. All of our courses are fully on-line, and accredited by the Southern Association of Colleges and Schools (SACS) and the Commission on International and Trans-Regional Accreditation (CITA). Our courses meet the Sunshine Standards developed by the State of Florida.

2. How much does FLVS cost?

FLVS is FREE to Florida residents.

3. Do students actual get live teachers?

All of our courses are taught by a State Certified Instructor and no one teaches out of field.

4. How long do the classes last?

Courses are 16-18 weeks per half credit. We do not offer reduced content, or summer school. All courses provide the entire spectrum of components required by Florida.

5. Can I accelerate and complete faster?

Yes you can! Student's will be given a Traditional Pace chart which typically shows students doing 3-5 lessons a week for a rate of about 5-7 hours of study time a week. Students can elect to do extra assignments a week therefore completing the course in less time.

6. Who can take courses with FLVS? (Enrollment Requirements)

In order to take courses with FLVS a student must be age 19 or under AND enrolled in one of the 3 following places...

- a) Public school
- b) Private school
- c) District's Home Education Program

Students with an active IEP and enrolled in one of the above mentioned places, may take FLVS courses through age 21 (becoming ineligible at the 22nd birthday).

7. Do you offer Honors Courses?

All of our courses may be taken for Regular or Honors credit. Please inform your teacher once placed in the regular version of your desire to work for honors credit.

Public / Private: Please make sure your school counselor is aware of your choice prior to notifying your FLVS instructor.

8. How do I setup a guardian account and why should I?

A guardian account should be created for all students for guardian approval of courses and monitoring of your student's coursework. Accounts may be created by following these steps:

- a) Go to www.flvs.net
- b) Under Students & Parents, go to Guardian Account
- c) Follow the steps to set up the account.

9. Do you provide us with a computer?

No. Students wishing to take an FLVS course must have access to their own computer via school library, home, friend's house, or local library.

10. Do I need to purchase textbooks?

All course materials are provided online. Should a particular course need any special text or material, we will provide it.

11. What is home school verification?

Students who register with their district's Home Education Office will receive a letter or some form of document confirming their enrollment. Home schooled students wishing to take an FLVS course must provide proof of their enrollment with the district.

12. My GC is on vacation how do I get an approval for my course?

Please visit your school principal for online approving, for they too have access to approve FLVS courses.

13. How do I register?

Public/Private School Student

- a) To request a course(s), please visit our website at www.flvs.net and proceed to the "apply for admissions" area.
- b) Click on "Florida Students", and follow the steps to fill out the application. At the end of the process you will receive a username and password.
- c) Now with that new username and password go back to the main site and log in on the top left hand corner.
- d) Once into your personal account, on the blue left hand margin click "Request New Course and follow through to request your desired course(s).
- e) After that, a guardian account should be created at http://www.flvs.net/students_parents/access_to_student_info.php for guardian approval of courses and monitoring of your student's coursework.
- f) Then, request your school counselor to approve the course request(s) via his/her on-line FLVS account.

Homeschooled Student

- a) To request a course(s), please visit our website at www.flvs.net and proceed to the "apply for admissions" area.
- b) Click on "Florida Students", and then click "I have never registered". Follow the steps to fill out the application. At the end of the process you will receive a username and password.

- c) Now with that new username and password go back to the main site and log in on the top left hand corner.
- d) Once into your personal account, on the blue left hand margin click "Request New Course" and follow through to request your desired course(s).
- e) After that, a guardian account should be created at http://www.flvs.net/students_parents/access_to_student_info.php for guardian approval of courses and monitoring of your student's coursework.
- f) Fax a copy of your Home-school Confirmation Letter to 407-520-5479. You will request this from your district home-education office.

WAITLIST

14. Which class can I take that will start right away?

All students when requesting courses will be placed on a waitlist. Wait time depends on number of students on the list. Typical wait time regardless of selected course is 4-6 weeks. The faster seats become open, the faster kids get placed. Be patient and we'll get you placed as soon as possible.

15. Why hasn't anyone contacted me?

***CCR should look at students account to verify everything is fine and student is on waitlist.

If student is on waitlist, notify them that upon classroom assignments, students will be contacted via their Student account. When the RED X next to the course name becomes YELLOW, this means the student has been assigned to an instructor. The instructor will identify themselves via a Welcome Email within 48 hours of classroom assignment. Should the student not want to wait for the Instructor's Welcome Email, they can contact our office for teacher contact information.

16. When will I be placed with a teacher?

As a year round schooling opportunity, students are placed with teachers, as seats become available.

17. Why do I have to wait so long for classes?

Throughout the years FLVS has become a leader in online education, and hence more and more students statewide are requesting courses. FLVS has grown immensely in number of student's, personnel and statewide popularity. We are always looking for bigger and better ways to serve our students and therefore reduce waitlist time. With this said, please be patient as we are doing all we can to get you served.

18. When does class begin?

Classes begin at different times of the year. We do not follow a traditional school calendar, therefore start time is flexible. As students are placed/assigned to instructors, a welcome call must then be completed. Once the welcome call is complete, your child may begin his/her course.

19. What is a Welcome Call?

A welcome call is a phone conversation that occurs between the student, parent and instructor. During that time, the instructor will further explain details about his/her course, how to submit assignments, and any other pertinent information. It is also an opportunity for the student or parent to ask questions they may have about that particular course.

20. Why was my friend placed before me, when I signed up before she did?

***CCR should verify enrollment is complete.

Our system places students randomly within the same preferred start month. Just be patient and we'll get you placed.

WITHDRAWAL

21. How do I withdraw from FLVS?

Active / Classroom Assigned Course: To drop a course please contact your instructor with a parent/guardian.

Waitlist Course: To drop a course simply log in to your school account and click the blue "Drop Course" button next to course name/segment.

22. How could I have been dropped from the course when my teacher never called me?

***CCR should check VSA contact log and inform student of contact attempts by teacher (if noted).
Please refer students to their instructor for further information.

DIPLOMA

23. Do you issue diplomas or GED's?

No. FLVS is not a diploma granting institution.

24. Why don't you give diplomas?

FLVS was designed by the state as a support system to all our Florida schools. As such, FLVS is able to serve over 50,000 students yearly.

25. Do you offer adult education courses?

We offer High School Completion courses. In other words, Adult Education students who are age 19 and under and considered to be in their Senior year, may request our high school courses in order to meet graduation requirements. Student must obtain online approval from their counselor at the Adult Education Center.

** If over age, please refer to district home ed office or www.fatdec.com

DENIED ACCESS

26. My school will not allow me to take courses online with FLVS. What can I do?

27. My school will not allow me to take more than X# courses per year online? (limiting / capping amount)

Please refer these issues to the appropriate External Counselor for advisement and school contact.

ADVISEMENT

28. I don't know what course my student should take?

Public/Private School Student

Please visit your school counselor for academic advice as to your child's academic needs.

Homeschooled Student

To begin please visit our Course Progression Plan found on our website.

1. Go to www.flvs.net

2. Under *Students & Parents*, go to *Course Information*

3. When the next tab opens, Click *Course Progression Recommendations*

After reviewing the progression, should you need further assistance please feel free to contact your FLVS regional internal counselor at extension _____.

29. How do I calculate my GPA?

GPA (Grade Point Average) is calculated by a student's school of record. Homeschooled students do not calculate GPA.

30. How many courses am I allowed to take at once?

FLVS has no limit as to the number of courses a student can take. Students may take as many or as little courses as they wish. Now, due to the amount of time each courses takes to complete, we recommend:

Homeschooled: Not more than 3-4 courses at a time, if FLVS will be their sole provider.

Public / Private School: Not more than 1-2 courses at a time.

Each course averages 18 weeks per half credit, at a rate of approximately 5 study hours per week.

31. Can I just take the course and not get a grade?

No. All courses are provided for a grade, and schools are expected to input FLVS final grades into a student's permanent school record.

NCAA

32. Are you approved by NCAA?

Yes. As a public school, all of our credits are accepted.

33. NCAA wants proof that I took courses with FLVS?

***A student can request an official transcript from our website. If the student needs info about current courses that are not yet on the transcript, then can request an *Enrollment Verification Letter* stipulating timeline of course enrollment from their District FLVS Internal Counselor.

34. NCAA will not accept FLVS courses?

Please refer policy issues to the appropriate External Counselor.

CEEB

35. What is your CEEB Code? 101541

MCCAY SCHOLARSHIP

36. My child is on a McCay scholarship. How many FLVS courses can he/she take?

These students are limited to two (2) courses per academic school year. This does not mean two (2) credits, it refers to actual courses. ie: Personal Fitness and Health, or American History and Health.

DMV ISSUES

37. My license was suspended and I need a form stating that I am enrolled in FLVS to take to the DMV?

Since FLVS is not a school of record, we do not calculate attendance. Please refer home schooled students to their local home education office. Each district and case is individual, and a student must adhere to the rules and regulations of their local DMV at all times.

ELEMENTARY GRADES

38. I am a Home School parent and would like to enroll my Elementary level student in courses with FLVS?

Home Schooled : Elementary level students must speak with an FLVS counselor for academic advisement and if deemed appropriate must then receive approval from the Director of Florida Services prior to placement in an FLVS course.

39. I am a Public or Private School parent and would like to enroll my Elementary level student in courses with FLVS?

Public / Private School: Elementary level student must receive District approval for the requested course followed by the approval from the FLVS Director of Florida Services. For assistance with coordinating school/district approvals please refer to the appropriate External Counselor.

FRANCHISE

40. What is a franchise?

A franchise is a district based virtual school. They are an extension of Florida Virtual School, but only serve students from their district. Franchise teachers and staff are local district personnel. All courses are identical. Think of it as a McDonald's down the street, while FLVS is the parent company, but both provide the same curriculum with same great service. The only difference: franchises are held to the traditional 180 day calendar, while FLVS is year round.

41. Are their courses Free?

Yes they are.

42. Do franchises give diplomas?

Please contact your local franchise for further details, as each has different policies on that.

43. Do franchises also have a waitlist?

Yes they do. Please contact your local franchise for more details.

44. I meet the age criteria, and am a late graduate, can I take a course with them instead of you?

Yes you can. Please contact your local franchise for more assistance.

EXPULSION

45. My child has been or will be expelled from his/her district public school?

Pre- Expulsion

If district has found probable cause for an expulsion but has offered student an alternative program, Florida Virtual School may be utilized as solution for providing instruction for said students. Such requests to utilize Florida Virtual School in this manner shall be made by the district Superintendent or his/her designee. Requests shall be made to the FLVS External Counselor, and approved by, the Florida Virtual School Director of Florida Services.

FLVS reserves the right to deny enrollment depending on the nature of the misconduct that resulted in the student being considered for expulsion. All placements will be made on a space available basis.

Expulsion

If a student has been expelled from a public school, the superintendent of the district may request that said student be enrolled in FLVS. Only requests from the Superintendent or his/her designee will be considered.

Students who have been expelled from a Florida public school and who subsequently attempt to enroll in FLVS as either a home school student or through enrollment in a private school program may be denied access to FLVS.

FLVS reserves the right to deny enrollment depending on the nature of the misconduct that resulted in the student being expelled. All placements will be made on a space available basis. All requests shall be made to the FLVS Regional Counselor, and approved by, the Florida Virtual School Director of Florida Services.

Student/Parent: If need to escalate questions, please send to Internal Counselor

District/School Personnel: If need to escalate questions, please send to External Counselor

STUDENT TRANSCRIPT

46. Do students automatically get an official transcript sent to them?

Official final grade reports are sent out electronically to the school of record immediately upon completing a course or semester of a course. They have to be the ones to open it. As soon as our instructors complete the student and issue a final grade, a document is automatically sent to your official documents file to process.

Students can print an UnOfficial Transcript via there FLVS account.

- a) Log In to Student account
- b) Go to Cum. Academic Report on left hand blue margin.
- c) Once there, click on UnOfficial Transcript shown above completed courses.

AFFILIATION

47. School: How do I affiliate with FLVS?

In order to affiliate with us, please follow the directions below.

- a) Go to http://www.flvs.net/educators/affiliating_with_flvs.php
- b) Complete the appropriate affiliation agreement
- c) Fax it to 407-520-5479 (just the signature page and school information page are fine to fax)

Your affiliation agreement will generally be processed within 48 hours. Once processed, a hard copy will be mailed back for you to keep.

48. Student: My school is not on the list of schools when I register?

***CCR'S – first double check student has correct county & school name.

- a) If not affiliated, please send student's name along with school name and contact number to External Counselor. They will make contact with the school on behalf of the student.
- b) Also, inform student/parent that they too can contact their school principal and provide them with our office phone number for further information about affiliation.

SCHOOL/DISTRICT PERSONNEL

49. I am a GC and I processed a report but did not print it how do I view it once it has been processed?

To view processed documents follow the following steps:

- a) Log in to your FLVS User Account
- b) On the blue left hand margin click: Official Documents
- c) On the top of the Official Documents page, click Processed Documents
- d) All processed documents will appear in alpha order. Locate your desired document and retrieve.

50. Guidance Counselor: This student does not appear on my dashboard?

***CCR must verify student account and adjust (if needed) the student's school profile. This will generate the student in the GC's account. Make sure to ask the GC to refresh his/her dash by clicking Dashboard.

***If no student account exists, please let the GC know the student has not yet created nor selected a course.

51. I am a GC and I need to generate a report to see how many students in school/district are attending FLVS?

The report you want to pull to get all your student's information is **VS Student Details**. This will give you all your students who are on placed with teachers, activated in courses, on the waitlist (CRC), withdrawn with no grade, or withdrawn with an F as well as Current Grade.

- a) Log into your FLVS account, using your username and password.
- b) In the left-hand navigation bar, click on reports.
- c) Then click on VS Student Details.
- d) In the Course and Subject dropdown boxes select ALL
- e) 5)Then, select the school year from the drop box, 2007-2008
- f) Finally in the Enrollment Status area select all the status' you wish to see. (I recommend you click all boxes i.e. Course Request, Course Request Complete)
- g) Select the format (I recommend Excel), then generate report.

52. School Counselor: How do I pull up a student's Final Grade Report (transcript)?

- a) Log in using your FLVS username and password.
- b) Click on official documents in the nav-bar on the left.
- c) Locate the student whose grade needs processing, then click the document type in blue (final grade report).
- d) Open the document and print.
- e) You will need to give the printout to your data entry personnel or designee to input the grade on the transcript.
- f) Finally, click on the box next to the student name and click the blue process box on the right. This moves it to the processed document file, letting you know you have taken action on this document.

53. I am a guidance counselor or physical school personnel, and I need you to help me navigate your system.

A Training Video can be found on our site under the top blue tab EDUCATORS, then go down to USING YOUR FLVS ACCOUNT. School personnel needing additional assistance can contact our CCR team or the appropriate External School Counselor for a site visit.

***All School/District Personnel needing further assistance with school accounts, approvals, FLVS policies, reports, affiliations procedures, or general policy and procedure issues, please escalate to the appropriate External Counselor.

GENERAL QUIRIES

1. **Can I request a course become available, or suggest a new course?**
FLVS course offering are determined by the Department of Education. Students may contact their State Representative and request that FLVS offer a new desired course.
2. **Why does the website say the course is open for “(month) 2008”?**
The month and date located next to a course name signifies that we are accepting Course Requests with a particular Preferred Start Month. All students upon requesting a course go to our waitlist. As seats become available we continue to place. Preferred Start Month is not a guarantee, but we will do our best to meet your request.
3. **Why is there a charge on my account?**
Charges may appear for materials sent out by FLVS for a particular course. To get the charge removed, materials must be returned to the office. For more assistance on this matter, students may speak with our Materials Coordinator.
4. **Home Schooled: Who is my child’s FLVS counselor?**
FLVS Counselors are divided by Districts. CCR should refer to the Internal Counselor Map for referrals.
5. **Where on your website does it say how long I have to wait for courses?**
Wait time depends on seats available per course, therefore it is not displayed on our website. For approximate wait time, students should contact our CCR Team.
6. **Why am I not able to see who my child has been assigned to (CA View)?**
Teacher contact information is kept confidential until course activation, but will be provided prior to activation via the teacher’s Welcome Email or by calling our front office.
7. **What's being done to make your website more user friendly?**
Our web developer is constantly looking for new and better ideas to make our site as user friendly as possible. Our website is reviewed and updated regularly and as deemed appropriate.
8. **Why does the website make me log-in twice?**
In order to access a student / school account, you only need to provide your Username and Password once. Should a system ask for it twice, usually has to do with an incorrect digit or letter input at the time of log in.
9. **I’m a home schooling parent and know nothing about this what do I need to do?**
***CCR should inform parent/student of FLVS and send them via email the FLVS Guide for Home Schooling Parents/Students, as well as our general informational email.
10. **What is the phone number for my Home Ed district office?**
***CCR can look this information up in VSA.
11. **What is your toll free number?**
1-800-374-1430

8. REFERENCES

I _____ being of _____

(Name/Title) (Name of Company)

Hereby give Florida Virtual School authorization to check our company's previous performance.

Authorizing Signature _____

NOTE: All references shall be contacted via an online web form. If you wish to see a copy of the questions please contact the purchasing personnel listed on page one (1) of this document.

REFERENCE 1.	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	
REFERENCE 2.	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	
REFERENCE 3.	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FACSIMILE NUMBER:
EMAIL:	

9. PROPOSAL FORM

Appendix A

Vendor's Statement of Qualification

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract? ____ Yes ____ No
2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract? ____ Yes ____ No
3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? ____ Yes ____ No
4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ____ Yes ____ No
5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? ____ Yes ____ No
6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ____ Yes ____ No
7. License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies. _____

8. Provide the following financial information:

\$ _____	Earnings before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liabilities
\$ _____	Current Assets
\$ _____	Current Liabilities
\$ _____	Retained Earnings

Authorized Representative's Signature

Company Name

Appendix B

Acknowledgement of Business Type

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the proposal on the specified due date and time. The undersigned Proposer certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS OF PROPOSER:

Address _____

City, State, Zip Code _____

Telephone No. _____ Fax No. _____

SIGNATURE OF PROPOSER

If an Individual: _____
Signature

doing business as _____

If a Partnership: _____

by: _____
Partner Signature

If a Corporation: _____
Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes ____ No ____

by: _____
Signature

Title: _____

Attest: _____ (SEAL)
Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by

_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

Appendix C

STATEMENT OF AFFIRMATION AND INTENT

TO: FLORIDA VIRTUAL SCHOOL, PURCHASING DIVISION

PROJECT: _____

DATE: _____

The undersigned, hereinafter called the Proposer, declares that the only persons, or parties interested in their Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of Florida Virtual School. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Proposer certifies that no Board Member, Director, or any Florida Virtual School Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the School. In the event that a conflict of interest is identified in the provision of services, the Proposer agrees to immediately notify FLVS in writing.

The Proposer further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Negotiate and that Proposer's Proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Negotiates.

The Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with FLVS, Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to FLVS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLVS. At the School's discretion, such assignment shall be made and become effective at the time the School tenders final payment to the Proposer. The Proposal constitutes a firm and binding offer by the Proposer to perform the services as stated.

Proposer acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

The signer of this Proposal guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by Florida Virtual School or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

Signature of Authorized Firm Representative

Date

Name and Title of Authorized Firm Representative (Typed)

E-mail Address

Name of Firm (Typed)

Address, City, Zip

Telephone Number

Fax Number

Sworn to and subscribed before me this _____ day _____ of 2007.

Notary Public

Commission Expiration Date

Appendix E

ADDENDA FORM

The signer of this proposal guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Florida Virtual School or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

Receipts of the following Addenda are hereby acknowledged: (List all Addenda as follows):

ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____

Date: _____

Name of Organization: _____

Name: _____

Title _____

Signature _____

DISPUTE RESOLUTION CLAUSE

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer representative.

Representative's Name: _____

Telephone Number: _____

FLVS representative will be the Purchasing Manager.

Appendix F

FAIR LABOR STANDARDS ACT - "HOT GOODS"

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

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

Company Official Signature: _____

Date: _____

PUBLIC ENTITY CRIMES

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

Company Official Signature: _____

Date: _____

FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

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

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

Company Official Signature: _____

Date: _____

Appendix G

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Company Official Signature:

Date:

Appendix H - Sample Contract

FLORIDA VIRTUAL SCHOOL Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
--------------------	---------------------	-----------------

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

Entity Name Florida Virtual School	(hereafter called FLVS)
Contractor's Name	(hereafter called Contractor)

2. Contract to Begin: _____ Date of Completion: _____ Renewals: _____

3. Performance Bond, if any: _____ Other Bonds, if any: _____

4. Maximum Amount of this Contract:	Total Financial Obligation of FLVS for the First Fiscal Year:	Total Financial Obligation of FLVS for each Renewal Period if Renewed:
-------------------------------------	---	--

5. Authorized Person to Receive Contract Notices for FLVS: _____ Authorized Person to Receive Contract Notices for Contractor: _____

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

Attachment 1 – FLVS Standard Contract Terms and Conditions for Services
Attachment 2 – Solicitation (referenced above)
Attachment 3 – Solicitation (referenced above) Addendum
Attachment 4 – Contractor's Final Response
Attachment 5: Contract Renewal Amendments (if any)

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

7. **Contractor**

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

By <i>(Authorized Signature)</i>	Date Signed
----------------------------------	-------------

Printed Name and Title of Person Signing

Address

8. **FLVS**

FLVS Name

By <i>(Authorized Signature)</i>	Date Signed
----------------------------------	-------------

Printed Name and Title of Person Signing

Address

Appendix H - Sample Contract

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

A. DEFINITIONS AND GENERAL INFORMATION

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

- (i) **"FLVS"** means Florida Virtual School or the entity identified in the Standard Contract Form to contract with the Contractor for the Services identified in the Contract.
- (ii) **"FLVS Standard Contract" or "Contract"** means the agreement between FLVS and the Contractor as defined by FLVS Standard Contract Form and its incorporated documents.
- (iii) **"FLVS Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless FLVS has accepted the Contractor's objection or amendment in writing. FLVS Standard Contract Form is defined separately and referred to separately throughout FLVS Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in FLVS Standard Contract Form.
- (iv) **"Contractor"** means the provider(s) of the Services under the Contract.
- (v) **"Purchase Instrument"** means the documentation issued by FLVS to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by FLVS.
- (vi) **"Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by FLVS.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in FLVS Standard Contract Form that was issued to solicit the Services that are subject to the Contract.
- (viii) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.
- (ix) **"State"** means the State of Florida, FLVS, and any other authorized state entities issuing Purchase Instruments against the Contract.

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

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

Appendix H - Sample Contract

B. DURATION OF CONTRACT

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

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

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

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

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

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Contract, and as further described in Contractor's Response.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to FLVS, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. FLVS reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into FLVS Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.

Appendix H - Sample Contract

FLVS shall pay the amount set out in ATTACHMENT x for any goods and/or services purchased hereunder. Payments shall be made upon receipt of an approved invoice. FLVS payment term is Net 30 Days. Payments made to the Contractor may be paid by a Visa Purchasing Card.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to FLVS under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. FLVS shall pay all approved invoices in arrears and in accordance with applicable provisions of State law. FLVS shall pay to Provider the fees for services as per State Statute Net 45 days of receipt of approved invoice.

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

3. **Delay of Payment Due to Contractor's Failure.** If FLVS in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, FLVS may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes FLVS to incur costs, FLVS may deduct the amount of such incurred costs from any amounts payable to Contractor. FLVS authority to deduct such incurred costs shall not in any way affect FLVS authority to terminate the Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes FLVS and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, FLVS and/or the State may set off the sum owed against any sum owed by FLVS to the Contractor in FLVS sole discretion.

E. TERMINATION

1. **Immediate Termination.** This Contract will terminate immediately and absolutely if FLVS determines that adequate funds are not appropriated or granted or funds are de-appropriated such that FLVS cannot fulfill its obligations under the Contract, which determination is at FLVS sole discretion and shall be conclusive. Further, FLVS may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) FLVS determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for FLVS to declare the Contractor in default of its obligations under the Contract:

Appendix H - Sample Contract

- (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to FLVS satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) FLVS determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or FLVS reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose FLVS or the State to liability, as determined in FLVS sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of FLVS, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, FLVS shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in FLVS written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, FLVS may:
- (i) Immediately terminate the Contract without additional written notice; and/or
 - (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, FLVS may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to FLVS up to and including the date of termination.
5. **Termination Due to Change in Law.** FLVS shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) FLVS authorization to operate is withdrawn or there is a material alteration in the programs administered by FLVS; and/or
 - (ii) FLVS duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by FLVS, FLVS shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which FLVS is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of

Appendix H - Sample Contract

invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to FLVS under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

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

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters FLVS may require;
- (ii) Immediately cease using and return to FLVS, any personal property or materials, whether tangible or intangible, provided by FLVS to the Contractor;
- (iii) Comply with FLVS instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with FLVS and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- (v) Immediately return to FLVS any payments made by FLVS for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

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

- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of FLVS at all times. Some Services performed for FLVS may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of FLVS, either during the period of the Contract or thereafter. Any data supplied to or

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created by the Contractor shall be considered the property of FLVS. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of FLVS.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify FLVS and cooperate with FLVS in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to FLVS any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

G. INDEMNIFICATION

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

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the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against FLVS and indemnify FLVS against any award of damages and costs made against FLVS by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided FLVS gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Florida, FLVS shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against FLVS reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon FLVS unless approved by FLVS.

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

- (i) Procure for FLVS the right to continue using the Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

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

- (i) Compliance with designs, plans or specifications furnished by or on behalf of FLVS as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which FLVS or any affiliate or subsidiary of FLVS has any direct interest by license or otherwise.

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

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

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The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in FLVS Standard Contract Form.

J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to FLVS shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to FLVS shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, FLVS shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by FLVS shall not relieve the Contractor of its warranty or any other obligation under the Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to FLVS that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 4. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to FLVS pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and FLVS's use of same and the exercise by FLVS of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
- 5. Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
- 6. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to FLVS.

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- 7. Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that FLVS will not have any obligations with respect thereto.
- 8. Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to FLVS is good and that transfer of title or license to FLVS is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by FLVS. Except as otherwise expressly authorized by FLVS, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Florida.
- 9. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- 10. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by FLVS as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- 11. State Security.** FLVS requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to FLVS. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by FLVS. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of FLVS. The Contractor shall provide immediate notice to FLVS of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to FLVS of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
- 12. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

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

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of FLVS Standard Contract Terms and Conditions (including any amendments accepted by both FLVS and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the specific provisions of FLVS Standard Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by FLVS in writing shall not be included in this Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of FLVS cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and FLVS policies and standards in effect during the performance of the Contract, including but not limited to FLVS's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract.
4. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

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- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Florida Drug-free Workplace Act, throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
 - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of FLVS, then FLVS must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of FLVS and the Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit FLVS, and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Florida shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Orange County, Florida. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to FLVS.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between FLVS and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to FLVS of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either FLVS or the Contractor may elect to submit the matter for mediation. Either FLVS or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Orlando, Florida; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith.

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

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

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

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17. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in FLVS Standard Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of FLVS and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

20. Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to FLVS are responsive to FLVS's requirements and requests in all respects.

21. Authorization. The persons signing this Contract represent and warrant to the other parties that:

- (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
- (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. Record Retention and Access. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to FLVS throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Florida or any authorized representative of the State,

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and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, FLVS reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor agrees to and hereby does assign to FLVS all copyright rights and all other intellectual property rights in all works now existing or later created for FLVS under this Agreement (the "Works") as such rights are defined in any jurisdiction throughout the world. Contractor agrees to execute all documents that may be necessary to confirm FLVS' ownership of the Works, acknowledges that FLVS may use the Works 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 Works under this Agreement are bound by all of the obligations of this paragraph.

- 24. Solicitation.** The Contractor warrants that no person or selling FLVS (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that FLVS is immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.
- 26. Public Records.** The laws of the State of Florida, including the Florida Public Records Act, as provided in, Chapter 119, F.S. require procurement records and other records to be made public unless otherwise provided by law.
- 27. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection FLVS (EPA) List of Violating Facilities. Contractor will immediately notify FLVS of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 28. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any Agency of the State of Florida or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify FLVS if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 29. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of FLVS.
- 30. Taxes.** FLVS is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. FLVS is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided FLVS with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.

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- 31. Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Florida law. The Contractor also acknowledges that FLVS may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in FLVS or its representative filing for damages for breach of contract.
- 32. Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- 33. Limitation of Contractor's Liability to FLVS.** Except as otherwise provided in this Contract, Contractor's liability to FLVS for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.
- No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.
- 34. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 35. Counterparts.** FLVS and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 36. Further Assurances and Corrective Instruments.** FLVS and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.
- 37. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to FLVS or another contractor. The Contractor shall provide full disclosure to FLVS and the third-party contractor about the equipment, software, or services required to perform the Services for FLVS. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to FLVS or to another contractor.

Further, in the event that FLVS has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

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ATTACHMENT 2 FLVS STANDARD CONTRACT

Solicitation

[\[Attach RFX\]](#)

SAMPLE

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ATTACHMENT 3 FLVS STANDARD CONTRACT

Contractor's Response

[\[Attach Contractor's Response to the RFX\]](#)

SAMPLE