



Request for Proposal (RFP)

**CUSTOMER SUPPORT SERVICES LEVEL 1
RFP09-9320-03-13AM**

**Due Date/Time: March 13, 2009, 11:00AM
Request for Information/ Clarification Cut-off Date: March 4, 2009 11:00AM**

Sealed Proposal must be mailed or hand carried to: Florida Virtual School, Procurement Services Department, located at 2145 Metro Center Blvd, Suite 200, Orlando, FL, 32835 Attn: Angel Martinez by the due date and time as indicated above. All Proposals shall be submitted in sealed envelopes and clearly marked with the Proposal number, title and Proposal opening date and time. For your convenience an identification label has been provided. The delivery of Proposal prior to the specified date and time is solely the responsibility of the Respondent. Proposals received after the due date and time will not be considered.

Certification

The prospective Respondent hereby certifies, by submission and signature of this Proposal, that the Respondent complies fully with the drug-free workplace certification, Appendix D. In addition the authorized representative below is duly authorized to sign this Proposal on behalf of respondent, company, or corporation and fully understands that by virtue of executing and returning this Proposal Acknowledgement Form represents complete and unconditional acceptance of the requirements, terms and conditions of this Invitation to Negotiate and all appendices and any Addendum released hereto.

The Respondent hereby agrees to provide the services and/or items specified in the RFP, at the prices quoted, pursuant to the requirements of this document.

Authorized Signature		Name & Title (printed)	
Firm Name		Federal I.D.	
Mailing Address			
City		State	Zip
Telephone	Fax	E-Mail Address	
Date of Proposal		Contact Person, Number	

**NOTE: This form must be completed and returned with your Proposal. An original, manual signature is required.
Thank you for your interest in doing business with Florida Virtual School.**

www.flvs.net

407.513.FLVS

email info@flvs.net

2145 Metro Center Boulevard, Suite 200, Orlando, FL 32835

PROPOSAL IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your proposal submittal. Place your bid in a sealed envelope, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

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 Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID/RFP REPLY ENVELOPE.

Cut out label and tape to outer sealed bid envelop or package.

✂-----

**DO NOT OPEN - SEALED PROPOSAL - DO NOT
OPEN**

Customer Support Services Level 1
RFP09-9320-03-13AM

BID TO BE OPENED ON: MARCH 13, 2009 AT 11:00 A.M.

From: _____

**DELIVER TO: FLORIDA VIRTUAL SCHOOL
 ATTN: ANGEL MARTINEZ
 PROCUREMENT SERVICES
 2145 METRO CENTER BOULEVARD, SUITE 200
 ORLANDO, FL 32835**

NON SUBMITTAL RESPONSE FORM

If your company is not submitting a response to this Invitation to Bid, please complete and fax this form prior to the due date established in the RFP document.

Florida Virtual School
Attn: Angel Martinez
Procurement Services
2145 Metro Center Boulevard, Suite 200
Orlando, FL 32835
Fax: 866-422-2486

This information will assist Procurement Services in the preparation of future Bids or RFPs.

RFP09-9320-03-13AM

Customer Support Services Level 1

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 product 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: _____

Print Name: _____

Signature: _____ Date: _____

If you are submitting this form, than **only this form needs to be returned**, please do not return the entire bid package.

PROPOSAL SUBMITTAL CHECKLIST

Respondents are cautioned to check their submittal very carefully, using the following checklist:

- ☐ **Complete, sign, and return all forms, including:**
 - Proposal Acknowledgement Form
 - Appendix A Respondents Experience and Reference Form
 - Appendix B Vendor Statement of Qualifications
 - Appendix C Acknowledgement of Business Type
 - Appendix D Drug-Free Workplace
 - Appendix E Proposal Price Form
 - Appendix F Statement of Affirmation and Intent
 - Appendix G Mutual NonDisclosure Agreement
 - Appendix H Anti-Collusion Statement
 - Appendix I Sample Contract
- ☐ **Proposal Price Form**
 - ☐ Re-check prices and extensions
- ☐ **Tabs**
 - ☐ Understanding of Project/Letter of Transmittal
 - ☐ Experience of Firm and Dedicated Staff
 - ☐ References
 - ☐ Firm's Qualifications
 - ☐ Scope of Service (Please refer to **Section 2)**
Required to be considered
 - ☐ Additional Information
 - ☐ Price
 - ☐ Acknowledgment of Addenda
- ☐ **Affix address label to front of envelope**
- ☐ **Verify proposal return date**

Customer Support Services Level 1
RFP09-9320-03-13AM

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SECTION 1

1. INTRODUCTION

Florida Virtual School (FLVS) requests proposals from providers of Customer Support Services Level 1.

FLVS is an internet-based public school that offers curriculum online for Elementary, Middle and High school students. The school is a world leader 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.

The purpose of this Request for Proposal (RFP) is to assist the Customer Support Services and Curriculum departments of Florida Virtual School to evaluate and select one or more providers who can consolidate all Level 1 support functions into one centralized point of entry while meeting the organizations requirements for availability, reliability, flexibility and scalability backed by service levels that improve end user experience and productivity.

There are currently several support functions throughout the organization each having different contact information. This has resulted in confusion for our customers, staff and vendors regarding who to contact and how to contact various departments. The Level 1 desk will be the first point of contact for all Florida Virtual School employees and customers that require assistance and resolution of issues related to general questions, software and hardware technology, course registration and enrollment, and course and curriculum updates. In addition to these services we have added staff hardware procurement and support.

The customer base will consist of approximately 1,000 internal staff members and 100,000 students. Florida Virtual School is a fast growing organization that has experienced growth ranging from 25% to 100% every year for the past 10 years. The respondent to this RFP must have the capacity to provide services to a rapidly growing organization. The scope of technical support for students is limited due to restrictions in accessing or making changes to student owned computer systems. However, services to staff require complete support.

Customer Support records all events reported via the telephone and electronic methods such as email, online ticket submissions, and live chat. Customer Support will assess customer and business impact, prioritize, classify and provide immediate resolution, and route incidents to the next level of support when required.

This RFP is broken down into three optional sections:

- | | |
|--------------------|---|
| Option I. | Customer Service (General Enrollment and Technology Support) |
| Option II. | Staff Hardware Procurement and Support |
| Option III. | Curriculum Services Support. |

Prospective vendors may respond to one, two or all three sections. FLVS asks that respondents identify which sections that they wish to respond to in both the “Intent to Respond” form and the RFP response itself. Preference will be given to responses with multi-optional solutions.

SECTION 2

• SCOPE OF SERVICES

DEPARTMENT: CUSTOMER SUPPORT SERVICES

ALL Respondents must have the ability to do the following:

- I. Provide Level 1 Customer Support services for FLVS. Successful Respondent responsibilities will have the ability to:
 - a. Utilize Parature Service Desk, a web based service desk to manage technical support and enrollment / registration tickets originating from customer submitted tickets via the web portal, phone calls, live chats and email. Customer base includes FLVS staff and FLVS students and Franchises.
 - b. Facilitating and escalating Level 2 tickets to FLVS Technical Support Representative or Specialist.
 - c. Facilitating ticket documentation and workflow per FLVS guidelines.
 - d. Attending designated FLVS IT Customer Support meetings by phone and/or online conference. Daily check in meetings with Account / Operations Managers.
- II. Expected Service Levels
 - a. Ability to meet or exceed the following Metrics
 - b. Average Speed of Answer Phone – 90 seconds
 - c. Abandon Rate - < 3%
 - d. Customer Satisfaction Rating 90%
 - e. Response to email and web based requests – 60 minutes
 - f. First contact resolution rate – 65%
 - g. (Re-work) Reopened tickets < 5%
- III. Reporting

Ability to provide reports that may include the following areas, but is not intended as an all inclusive listing. These reports must be available for daily, weekly, monthly and year to date time frames as requested. The respondent must be able to provide the following performance metrics at both the Customer Support Team & individual Agent Level:

 - a. Total Incoming Requests by channel (telephone, email, online requests, chat) and type
 - b. Total Incoming Requests by Course (Option III; Curriculum Services Support Only)
 - c. Level 1 First Call Resolution Rate
 - d. Number of incidents escalated to Level 2, Level 3 and other support partners from Level 1
 - e. Average Speed of Answer
 - f. Average Handle Time (Average Talk Time, Hold, Wrap Time)
 - g. Customer Satisfaction Ratings
 - h. Miscellaneous and Ad Hoc reporting as requested
- IV. Customer Satisfaction Survey

Ability to gauge Customer Satisfaction with FLVS Customer Support Center by including a survey that will automatically generate from the service desk tool after each service request has been completed. Customer Satisfaction must be measured at a team and individual team member level. It is expected that each customer request, feedback and complaint be addressed appropriately and in a timely manner. The ability is required to develop and implement a standard customer service policy to ensure End User confidence and satisfaction with FLVS Customer Support Center.

V. Incentives and Penalties

- a. Penalty – Respondents will be penalized 15% of the monthly cost of the service for each month of that the above defined metrics are missed.
- b. Incentive – If the respondent is penalized, FLVS will provide an "earn-back" period for penalties incurred. If all metrics are met for a three consecutive months, 50% of the penalty incurred will be refunded; If all metrics are met for a six consecutive months, 100% of the penalty incurred will be refunded
- c. Failure to meet monthly metrics for six months out of a twelve month period will be considered cause for termination of the contract with respondent being responsible for all transition cost.

VI. Training

Deliver necessary training to FLVS Support Management team and Level 2 support team that would enable them to interact seamlessly with Level 1 Support team.

VII. Scalability

The ITS Customer Support Center will need to grow with FLVS as well as have the capability to provide customized Level 1 support for franchised businesses requesting this service from Florida Virtual School. While the level of future growth is uncertain, FLVS has had a history of growing between 25% and 100% every year since its inception. FLVS must select a vendor that has the capacity and flexibility to meet this need.

CUSTOMER SERVICE (OPTION I)

Customer Service includes first level response for general questions, enrollment and registration questions, and first level technology support. Respondent should have the ability to:

I. General Information

The Customer Service desk will be responsible for taking all first level calls for the organization. Because of this, the Customer Service Representatives must have the ability to:

- a. Answer general questions posed by FLVS customers (based on FAQ documents)
- b. Transfer calls appropriately (FLVS uses a Cisco phone system with IVR capability, but invariably there will be customers who will choose customer support in search of individual staff members. We must be able to facilitate these requests with the highest level of professionalism)
- c. Triage and direct customer service calls efficiently

II. Enrollment & Registration Support

- a. Ability to create and edit/update information within The Virtual School Administrator (VSA). The VSA application is FLVS's Proprietary Student Information Management System. Training will be provided to support all of the following requirements.
- b. Forward email to potential and existing customers
- c. Provide username/password reset information
- d. View and/or update physical school counselor information, Home School Verification information on file
- e. View course request status and history (current requests, enrollments, completed courses, drops and incomplete requests)
- f. Add new course enrollments to the system
- g. Complete guardian approval of course requests if given by guardian or guidance counselor
- h. Print unofficial transcripts
- i. Instruct students how to access active or classroom assigned courses
- j. Drop courses not in CA or A status
- k. Check dates of Admission Progress Steps Completed and reset as needed
- l. View account history
- m. Check for welcome message from assigned instructor
- n. Associate additional students to guardian accounts
- o. Support additional functionality that may be developed in the future (Training would be provided)
- p. Any other tasks that may arise as the business needs change.

III. Technology Support

Provide dedicated professional staff for level 1 technical support services for all hardware and software indicated in this document. Level 1 technical support service activities include troubleshooting but not limited to the following:

- a. Internet connectivity
- b. Email and Messaging Support
- c. Software Installation and Troubleshooting
 - i. Lotus Notes
 - ii. Microsoft Windows Operating Systems (FLVS is currently using Windows XP)
 - iii. Microsoft Internet Explorer
 - iv. Firefox
 - v. Opera
 - vi. Sun Java Environment
 - vii. Microsoft Office Suite
 - viii. Microsoft Visio
 - ix. Snagit
 - x. Storage Sync
 - xi. Symantec Client Security (Anti-Virus)
 - xii. Web Root Spy Sweeper
 - xiii. Windows Live Messenger
 - xiv. Lotus Sametime Client
 - xv. Adobe Acrobat (Reader and Full Version)
 - xvi. Adobe Creative Suite
 - xvii. Imprivata Single Sign-On Client
 - xviii. Must have the ability to add additional software to the supported list as business needs change
- d. Wireless Access
- e. Browser support and trouble shooting
- f. Printer and Peripheral Support
- g. Password reset and general authentication issues
- h. Course Access Issues
- i. Student Software Requests

IV. Hours of Operation:

- a. Provide seven (7) days per week availability 365 days per year at the times listed below except for holidays observed by Florida Virtual School. Hours of operation are subject to change.
- b. Monday – Thursday 8am – 11pm, Eastern Time Zone
- c. Fridays 8am – 8pm, Eastern Time Zone
- d. Saturdays 8am – 5pm, Eastern Time Zone
- e. Sundays 8am – 11pm, Eastern Time Zone

STAFF HARDWARE PROCUREMENT AND SUPPORT (OPTION II)

Hardware Procurement includes the securing, imaging, asset tagging, and deploying of laptops and or desktops. Respondent should have the ability to:

- I. Procure laptop computers and laptop computer cases on behalf of FLVS for the purpose of imaging and distributing to FLVS Employees. Laptops must meet specific model and specification requirements agreed upon and signed off on by FLVS (Laptops will require a three year warranty).
 - a. Deploy images on laptops to be distributed to FLVS Employees. Laptop image configuration to be defined and signed off on by FLVS, and built and deployed by respondent. Images must be updated quarterly for anti-virus definitions, anti-spyware definitions, OS patches, and base software collection changes.
 - b. Apply FLVS Property tag or asset tag to hardware and provide FLVS with an asset file.
 - c. Configure Laptop after imaging for user specific settings including but not limited to:
 - d. Update with any anti-virus definitions, anti-spyware definitions and OS patches since the last image build-out
 - e. Add computer name
 - f. Attach to the FLVS Domain
 - g. Configure Lotus Notes Client
 - h. Install additional software
 - i. Ship laptop and case to the FLVS employees' home office. Distribution would be controlled (identified and approved) by the FLVS Technology Support Manager or her/his designee.
 - j. Respondent will bill FLVS monthly for laptops, cases, software, services and shipping.
 - k. Respondent will warrant all machines and the systems installed on those machines for a minimum of 90 days.
 - l. Respondent will provide tier two technical support on the machines deployed for one year after the warranty period of the laptop expires in the following areas:
 - i. Hardware
 - ii. Operating System
 - iii. Peripheral Devices
 - iv. Network Configuration
 - v. Software
- II. The Respondent will handle all warranty claims on Respondent deployed hardware.
- III. Provide a system that will not allow an end user to go without a fully functioning computer for more than a 24 hour period
- IV. Hours of Operation:
 - a. Provide seven (7) days per week availability 365 days per year at the times listed below except for holidays observed by Florida Virtual School. Hours of operation are subject to change.
 - b. Monday – Thursday 8am – 11pm, Eastern Time Zone
 - c. Fridays 8am – 8pm, Eastern Time Zone
 - d. Saturdays 8am – 5pm, Eastern Time Zone
 - e. Sundays 8am – 11pm, Eastern Time Zone

CURRICULUM SERVICES SUPPORT (OPTION III)

I. Level 1 Content Maintenance Support Services

Respondent has the capability, experience and expertise necessary to provide Level 1 Course Maintenance support services for editing of online course content, assessments and content assets. Successful Respondent responsibilities will be able to:

- a. Providing dedicated staff for Level 1 Course Maintenance support services for all course versions on the FLVS course maintenance list.
- b. Facilitate and complete basic edits without Development Technician and/or Client Support Specialist authorization, such as typos, syntax, grammatical and navigation errors.
- c. Facilitate tickets and acquire FLVS Development Technician and/or Client Support Specialist authorization on edits other than typos, syntax, grammatical and navigation errors. Replacement of broken links may be completed in advance and obtain approval post-edit when the replacement link is provided by designated course subject matter expert.
- d. Level 1 Course Maintenance support service activities are as follows:
- e. Creating and editing assessments, discussions or gradebook tasks in the learning management system.
- f. Editing and uploading of course content to the learning management system utilizing ftp and Dreamweaver check in/check out.
- g. Editing and creating basic content pages, course learning assets and answer keys using web development technologies such as:
 - i. HTML
 - ii. Adobe Dreamweaver and Fireworks
 - iii. Javascript
 - iv. Cascading style sheets
 - v. Microsoft Office applications.
 - vi. Adobe Reader
- h. Facilitate and escalate Level 2 tickets to FLVS Development Technician and/or Client Support Specialist.
- i. Facilitate ticket documentation and workflow per FLVS guidelines.
- j. Ability to attend designated FLVS course maintenance meetings by phone and/or online conference.
- k. Respondent will not include any external materials in the course content or assets unless previously agreed upon in writing by FLVS.

II. Hours of Operation:

- a. Level 1 Course Maintenance support services hours of operation and availability will be seven (7) days per week availability; 365 days per year except for holidays observed by Florida Virtual School; per the days/hours listed below:
- b. Monday-Friday 8a.m.–6p.m., Eastern Time Zone
Saturday 12p.m.-4p.m. , Eastern Time Zone
Sunday 12 p.m. – 4 p.m. , Eastern Time Zone

III. Minimum Technical Requirements of FLVS Course Maintenance Support Services:

- a. Respondent work will “play” properly (deliver to the end-user as intended without crashes or glitches) on computer systems according to FLVS minimum hardware and software requirements (http://www.flvs.net/students_parents/hardware_software_req.php).
- b. Respondent will provide staff with a minimum technical skill level as follows:

• Beginner Technical Skill	• Intermediate to Advanced Technical Skill
• Adobe Fireworks and/or Photoshop • Cascading style sheets • Javascript	• HTML • Adobe Dreamweaver (CS3 or higher) • Microsoft Office Applications • Browsers (Internet Explorer, Safari, Firefox) • Learning Management Systems • Adobe Reader

- IV. In addition to the general Metrics defined for all respondents, Curriculum Services has the following additional Service Level Expectations. Service Levels for FLVS Course Maintenance Support Services must have the ability to meet or exceed the following metrics:

Resolution	Solved within 5 days (95%) • Tickets coded as subcategory "Fix" or "Required Course Update." Examples: Typos, navigation links, url link replacements which do not require rewriting content or assessment, basic assessment edits, individual teacher shells edits such as changing exam settings, gradebuilder changes, discussion board changes, answer key edits. Solved within 20 days (95%) • Tickets primarily coded as subcategory "Enhancement", in addition to some ticket instances coded as subcategory of "Fix" or "Required Course Update." Examples: Tickets coded as enhancement. Fix or Required Course Updates requiring the creation of course material such as creating new answer keys, software updates involving third party vendors, replacement of down url links requiring content rewrites, inactivating assessments and inputting new assessments.
Number of Hand-offs	< 20% hand-offs outside the established course help ticket workflow
Customer update	Every 48 hours

- V. Warranty / Annual Maintenance
- Course content created and edited through the content development support services will be delivered on time and be solely owned by FLVS free of any restrictions for future licensing and copyright restrictions.
 - All content development support services will adhere to FLVS Course Development Guidelines. (See Appendix)
 - Content development support services shall warranty work completed for a period of one year.
 - Course content created and edited through the FLVS course maintenance support services will be solely owned by FLVS free of any restrictions for future licensing and copyright restrictions. The FLVS Course Maintenance Support Services content
 - Respondent shall warranty work completed for a period of one year.

SECTION 3

1. DEFINITION OF TERMS

Addenda - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the Proposal Documents by additions, deletions, corrections or clarifications.

Agreement - The written Agreement between FLVS and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

"And" - "Or" - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.

Contract - The "Contract" shall mean the Contract Documents as defined and listed herein, advertisement, Request for Proposal, Scope of Work, Contract Agreement, Payment and Performance Bonds, General and Special Conditions, together with all Addenda and supplemental agreements concerning the project.

Contractor - The "Contractor" shall mean the individual or firm offering these goods and services, which executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the goods, services, work and materials, including services and/or work of sub-contractors, required under the covenants, terms and provisions contained in this Contract and any and all Amendments thereto.

Laws and Regulations - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

Lobbying - Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental decision of a Board Member or District Personnel after advertisement and prior to the posted recommendation on the award of this contract.

Notice of Award - The written notice of the acceptance of the Proposal from FLVS to the Contractor.

Notice to Proceed - The written notice issued by FLVS to the CONTRACTOR authorizing the Contractor to proceed with the Work and establishing the date of commencement of the contract time.

Proposal - An executed offer submitted by a Respondent in response to a request for proposals and intended to be used as a basis for negotiations for a contract.

Respondent - For the purposes of this proposal, any person, firm, corporation or agency submitting a response to this Request for Proposal or their duly authorized representative. The word Respondent or respondent may be used interchangeably within the Request for Proposal.

Responsible Respondent – Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Scope of Work - Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

SECTION 4

1. PROPOSAL INSTRUCTIONS

Proposal Due Date: All Proposals must be received no later than 11:00 a.m. EST, on March 13, 2009. If a Proposal is transmitted by US Mail or other delivery method, the Respondent will be responsible for its timely delivery to Florida Virtual School, Procurement Services, 2145 Metro Center Boulevard, Suite 200, Orlando, FL 32835. Any Proposal received after the stated time and date, will not be considered and will be returned unopened to the Respondent(s).

Respondent **must submit one (1) original with manual signature, nine (9) copies of the Proposal, and two (2) electronic copies on CD or DVD** for document management purposes. Proposal must be sealed and clearly labeled on the outside of the package. The legal name, address, Respondent's contact person, and telephone number must also be clearly annotated on the outside of the package. Once accepted, all original Proposals and any copies of Proposal become the sole property of the School and may be retained by the School or disposed of in any manner the School deems appropriate.

All Proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction. Respondents should become familiar with any local conditions which may, in any manner, affect the services required. The Respondent(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions. Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of FLVS.

Any proposal may be withdrawn prior to the date and time the proposal is due. Any Proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the School with the services specified in the Proposal.

2. TIME SCHEDULE

The School will attempt to use the time schedule as indicated below:

SOLICITATION OF RFP	FEBRUARY 2, 2009
REQUEST FOR INFORMATION CUT-OFF	11:00 AM, MARCH 4, 2009
PROPOSAL OPENING ONLY RESPONDENT NAMES WILL BE ANNOUNCED AT THE OPENING.	11:00 AM, MARCH 13, 2009
PHASE I - EVALUATION/SHORT LIST	APPROX. MARCH 23 RD – 27 TH
PHASE II – SCENARIO SOLUTIONS – FINAL EVALUATION	APPROX. APRIL 1 ST – 8 TH
RECOMMENDATION TO BOARD OF TRUSTEES	TBA

3. REQUEST FOR INFORMATION

Any questions concerning the scope of services, terms and conditions or other Proposal requirements shall be directed in writing to the Procurement Services department prior to the deadline for questions as indicated below. Inquiries must reference the Proposal number and the date of Proposal opening. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Respondents. No interpretation shall be considered binding unless it is provided in writing by the Procurement Services Department.

Requests for Information must be in writing and E-mailed to Angel Martinez, Purchasing Agent. E-mail: mmartinez@flvs.net

Questions must be received before 11:00 a.m. on March 4, 2009. Questions not received by this date and time will not be considered.

4. RESTRICTIONS ON CONTACTING FLVS

Upon the issuance of this RFP, all contact with the FLVS **must** be made through the above designated contact person. The Respondent **must** limit communication with the designated contact to the means specified in this document. Other employees and representatives of FLVS and the participating agencies are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the Respondents or its representatives. Any contacts made with other employees and representatives of FLVS will be reported to FLVS. Respondents 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.

5. TERM OF CONTRACT

The Term of this contract will be a three (3) year contract with FLVS option to renew for two one (1) year extensions.

SECTION 5

1. PREPARATION OF PROPOSALS AND CONTENTS

In order to ease comparability and enhance the review process, it is **required** that proposals be organized in the manner specified below with tabs. Failure to provide the required organized information will affect the evaluation of the proposal and may be grounds for disqualification. It is required that all attached appendix forms be completed and returned with your Proposal in the proper organized manner as specified below. If any form is not-applicable, form should be returned stating non-applicable. An original manual signature is required.

Table of Contents: Include a table of contents for clear identification of the material by section and by page number

Tab 1 Understanding of Project/Letter of Transmittal: Write a letter of Transmittal, introducing your firm's proposal which summarizes your understanding of the project and highlights your firm's unique qualifications for delivering this solution to FLVS.

Tab 2 Experience of Firm and Dedicated Staff: Provide a summary of your firm's experience in delivering similar solutions to the one FLVS is requesting in this RFP. Make every attempt to match experiences to specific requirements listed in this RFP in order to illustrate specific experiences that qualify your firm to deliver this solution. Also include in this section, your firm's capacity for delivering this proposed solution--specifically, available staff, available product inventory, and necessary expertise.

Tab 3 References – Appendix A

List at least three current or recently completed projects (Florida projects preferred), which best illustrate the experience of the firm. Include the following for each:

- Name and location of the engagement.
- The nature of the firm's responsibility on the engagement.
- Name, address, telephone, and facsimile number of a client who may be contacted as a reference.
- Date engagement was completed or is anticipated to be completed.
- Size of engagement
- Services for which the firm's staff was responsible for.
- Present status of the engagement.
- The firm's key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP.

Tab 4 Firm's Qualifications: - Appendix B, C, D, F

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

- Vendor Statement of Qualifications (See **Appendix B**)

And one of the following financial information:

- A Statement regarding firm's financial stability including information as to current or prior bankruptcy proceedings.
- Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar type report shall be delivered to FLVS Procurement Services. All costs associated with this report shall be borne by Respondent.
- 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.

Type of Business (Refer to **Appendix C**): The Respondent shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Respondent 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.

If the Respondent is a corporation, provide a copy of the certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida

Provide the Federal Employer Identification Number of the Respondent. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.

Principals: The Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in the respondent's firm.

License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies.

Drug-Free Workplace: If applicable, provide a statement concerning the Respondent's status as a Drug-Free Work Place. (Reference **Appendix D**) 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.

Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to **Appendix F**) included in this package.

Tab 5 Scope of Services (Please refer to Section 2)

Tab 6 Additional Information: Appendix I

Any additional information or data which the Respondent deems essential to the proposal and for consideration, should be included in a separate section of the submittal titled, "Additional Information." If there is no additional information to present, state in this section "There is no additional information that we wish to present."

Tab 7 Price: Appendix E

Provide a summary with itemized pricing for the entire proposal. Provide a completed Proposal Price Form.

Tab 8 Acknowledgments of Addenda: Appendix H

Include signed and dated copies of addenda issued by FLVS for this RFP, if any.

SECTION 6

1. BID OPENING

Proposal submittals will be received and publicly opened. Only the names of respondents will be read at this time.

2. EVALUATION OF PROPOSALS

Proposals will be reviewed and evaluated by the Proposal Evaluation Committee as described herein.

3. PROPOSAL EVALUATION COMMITTEE

A Proposal Evaluation Committee (PEC) will convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria as outlined below.

The evaluation factors will include, but are not limited to pricing, Understanding of Project, Letter of Transmittal, qualifications, Experience, References and Capabilities.

Florida Virtual School gives preference to minority owned businesses. We accept certificates from all certified agencies. Please submit certification document with response.

PEC reserves the right to interview any, all or none of the Respondents that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

The Proposal Evaluation Committee reserves the right to conduct site visits of the respondent's facilities and/or of a current project they are managing. FLVS reserves the right to speak to any respondents customers.

Public Notice of PEC meetings will be posted outside Procurement Services at 2145 MetroCenter Boulevard, Suite 200, Orlando, FL 32835. Procurement Services staff will participate in an advisory capacity only.

4. EVALUATION SCORING

Only proposals that meet minimum requirements will be scored. Proposals that meet the minimum requirements will be evaluated based on the following criteria:

I.	Understanding of Project/Letter of Transmittal	100 Points
II.	Qualifications, Experience, References and Capabilities	300 Points
III.	Pricing	400 Points
IV.	Integrity and Communication	100 Points
V.	Presentation	<u>100 Points</u>
Total Possible Points:		1000

5. RIGHT TO NEGOTIATE

FLVS reserves the right to negotiate scope of services, price and contract terms and conditions with the most qualified ranked firms FLVS deems most responsible. FLVS reserves the right to reject any and all proposals and or to disqualify a proposal for non compliance with this RFP. FLVS reserves the right to finalize the negotiations at any point. Respondents should recognize the School's right to request an interim revised proposal or a best and final offer.

6. EVALUATION PROCESS

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. Procurement Services will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined.

7. AWARD AND CONTRACT

Award shall be made to by FLVS to proposal it deems most responsive to the RFP, subject to approval of FLVS Board of Trustees.

SECTION 7

GENERAL TERMS AND CONDITIONS

1. AGREEMENT

A contract or agreement will be released, after award, for any work to be performed as a result of this RFP. The Proposal, negotiated terms, and the contract will constitute the complete agreement between Respondent and Florida Virtual School. If Respondent requires an additional contract, then Respondent should include their sample contract as an attachment to the Proposal submitted for review.

2. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Respondent without prior written consent of the School.

The Respondent herein shall not assign payments under this contract or agreement without the prior written consent of the School.

3. CANCELLATION OF AWARD/TERMINATION

In the event any of the provisions of this Proposal are violated by the Respondent(s), the CEO or designee will give written notice to the Respondent(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School for immediate cancellation. Upon cancellation hereunder, the School may pursue any and all legal remedies as provided herein and by law.

The School, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School will be relieved of all obligations under said contract. The School will only be required to pay to the Respondent(s) that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the School after the Termination of the contract.

The awarded contractor will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by Contractor may result in removal from Respondents/Respondent list for a period of three years.

4. CONFLICT OF INTEREST

All Respondents must disclose the name of any officer, director, or agent who is also an employee of the School. All Respondents must disclose the name of any School employee who owns, directly or indirectly, any interest in the Respondents' business or any of its branches.

5. CONTRACT RENEWAL

The contract may be renewed for four (4) additional one year periods, upon funding availability and the written consent and agreement of both parties. FLVS retains the right to renegotiate the contract renewal with the awarded Contractor one hundred and twenty (120) days prior to contract expiration date.

6. DEFAULT

In the event that the awarded Respondent(s) should breach this contract the School reserves the right to seek remedies in law and/or in equity.

7. ESCALATION PROVISION

No Escalation provision will be accepted during the term of this contract.

8. FUNDING OUT / TERMINATION / CANCELLATION

Florida School Laws (Section 237.161, Florida Statutes) prohibit governmental entities from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all Proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provision is an integral part of this Proposal and must be agreed to by all Respondents:

The School may, during the contract period, terminate or discontinue the services covered in this Proposal at the end of the School's then current fiscal year upon ninety (90) days prior written notice to the successful Respondent.

Such prior written notice will state: That the lack of appropriated funds is the reason for termination, and Agreement not to replace the services being terminated with services similar to those covered in this Proposal from another vendor in the succeeding funding period. This written notification will thereafter release the School of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

9. JESSICA LUNSFORD ACT

CONTRACTOR and any of his employees performing services hereunder shall comply with the Jessica Lunsford Act screening requirements effective September 1, 2005. "Non-instructional school employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board."

10. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Successful Respondents 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;

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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

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.

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.

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.

11. INSURANCE REQUIREMENTS

Respondent shall obtain and maintain in full force 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.

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 Respondent activities.

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 and property damage liability, and personal injury and advertising liability. 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.

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.

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.

Worker's Compensation Insurance: The Contractor 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.

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.

Professional Liability Insurance: The Contractor shall maintain, Professional Liability Insurance for Errors & Omissions not less than \$1,000,000.00 with a maximum deductible of Ten Thousand Dollars \$10,000.00

Errors & Omissions Liability: The Contractor shall maintain Error and Omissions Liability not less than \$1,000,000 with a maximum deductible of \$10,000.00

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

12. LEGAL REQUIREMENTS

It shall be the responsibility of the contractor 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 Respondent(s) will in no way be a cause for relief from responsibility. Respondent(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.

13. LOBBYING

Respondents 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 Angel Martinez, Purchasing Agent. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential respondents to this RFP. Contact or communication initiated by any responding firm may result in rejection of the Proposal.

14. OTHER GOVERNMENTAL AGENCIES

It is the intent of this Proposal to services herein specified to Florida Virtual School to obtain bids to furnish the product(s) /entities within Florida. Other school boards and governmental agencies may purchase from this Proposal if permitted by the contractor or supplier. Services are to be furnished in accordance with the Contract of said product(s) resulting from this Proposal.

15. PATENTS AND ROYALTIES

The Respondent, 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 Respondent 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.

16. PERMITS AND LICENSES

The Respondent(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the School.

17. 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). 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 59-372-1320.

18. POSTING OF TABULATIONS/RECOMMENDATION

RFP tabulations with recommended awards will be posted for review by interested parties. Visit <http://www.flvs.net/general/rfp.php> for bid/proposal links and in the Procurement Services 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, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay and anticipated posting date and time.

19. PROPOSAL PREPARATION COST

The costs of developing Proposal are entirely the responsibility of the Respondent and shall not be charged in any manner to FLVS. This includes, but is not limited to, the direct cost of personnel assigned to prepare Respondent's response to the RFP and any out-of-pocket expenses(including, but not limited to, travel, accommodation, supplies) incurred by Respondent in preparing the response to the RFP.

20. 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.

The Respondent(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.

21. PUBLIC RECORDS LAW

All Proposal documents, other than proprietary materials, submitted by Respondents in response to this FRP will be made available for public inspection in accordance with Chapter 119, Florida Statutes. Request for copies of proposal documents or other related materials must be made in writing to the FLVS, Contact Cathy Brown, Purchasing Manager.

22. RESERVED RIGHTS OF THE SCHOOL

The School reserves the right to accept or reject any or all Proposals, to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all Proposals. The School reserves the right to reject any and/or all items proposed or award to multiple Respondents. Prior to Board approval the School may cancel the RFP or portions thereof, without penalty.

The School reserves the right, before awarding the contract, to require Respondent(s) to submit evidence of qualifications or any other information the School may deem necessary.

The School reserves the right to further negotiate any Proposal, including price, with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, the School reserves the right to negotiate and recommend award to the next highest Respondent or subsequent Respondents until an agreement is reached.

The School, at its sole judgment, will award or reject any or all Proposals as is in the best interest of the School and the decision shall be final.

23. BID INFORMATION AND NOTIFICATION:

All bid notices and Proposals are web posted; visit <http://www.flvs.net/general/rfp.php> for bid/proposal links. It is the Bidders responsibility to monitor the website to view current Proposal opportunities and addenda. All supporting bid documents such as amendments, tabulations sheets, notice of award will be posted on the site. It is the responsibility of the bidder to monitor the website for all information about this bid.

24. 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 287.022(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Respondent's Experience and Reference Form
APPENDIX A

The following questions shall be answered by the Respondent for use in evaluating the bid to determine the lowest responsive and responsible Respondent.

1. **EXPERIENCE:**

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

2. **REFERENCES**

Provide three references from agencies you have provided goods or services to in the past two (2) years, at least one reference should be a public school system.

Reference #1

Industry: _____

Firm Name: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email Address: _____

Reference #2

Industry: _____

Firm Name: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email Address: _____

Reference #3

Industry: _____

Firm Name: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email Address: _____

Authorized Representative's Signature

Company Name

Form must be completed and returned with your proposal. An original form and manual signature is required.

VENDOR'S STATEMENT OF QUALIFICATION

APPENDIX B

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 School Board may perform a background check on respondent 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

Form must be completed and returned with your proposal. An original form and manual signature is required.

ACKNOWLEDGEMENT OF BUSINESS TYPE
APPENDIX C

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 Respondent 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 RESPONDENT:

Address _____

City, State, Zip Code _____

Telephone No. _____ Fax No. _____

SIGNATURE OF RESPONDENT

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:** _____

DRUG-FREE WORKPLACE
CERTIFICATION FORM
APPENDIX D

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, 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 bid 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 bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) 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.
- (2) 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.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) 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 bid, 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.
- (5) 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.
- (6) 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 firm complies fully with the above requirements.

Authorized Representative's Signature

Company Name

Pricing must be completed and returned with your proposal.

PROPOSAL PRICE FORM
APPENDIX E

PROVIDE A SUMMARY WITH ITEMIZED PRICING FOR THE ENTIRE PROPOSAL INCLUDING ANY POSSIBLE MISCELLANEOUS CHARGES FOR ADDITIONS OR REPAIRS. PROVIDE A COMPLETED PROPOSAL PRICE FORM.

Form must be completed and returned with your proposal. An original form and manual signature is required.

STATEMENT OF AFFIRMATION AND INTENT

APPENDIX F

TO: FLORIDA VIRTUAL SCHOOL, PROCUREMENT SERVICES

PROJECT: _____

DATE: _____

The undersigned, hereinafter called the respondent, 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 respondent 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 respondent 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 respondent agrees to immediately notify FLVS in writing.

The respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Negotiate and that respondent'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 respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with FLVS, respondent offers and agrees that if this negotiation is accepted, the respondent 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 respondent. The Proposal constitutes a firm and binding offer by the respondent to perform the services as stated.

Respondent 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

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "*Agreement*") is made and entered into as of _____ by and between Florida Virtual School, a state of Florida entity, and _____ (referred to from this point as "*Company*"). Florida Virtual School (FLVS) and the Company agree as follows:

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.

2. **"Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4. **Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

8. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. **Term.** The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.

10. **Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Florida Virtual School

By: _____

Print Name: _____

Title: _____

Company _____

By: _____

Print Name: _____

Title: _____

Company/School/
District: _____

Phone Number: _____

Email: _____

Form must be completed and returned with your proposal. An original form and manual signature is required.

Anti-Collusion Statement

Appendix H

The undersigned certifies that this proposal was prepared without prior understanding, agreement, or connection with any corporation, firm or individual submitting a proposal for the same contractual service, and is in all respects fair and without collusion or fraud in order to gain an unfair advantage in the award of this proposal. Respondent 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.

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

ADDENDUM: dated _____

ADDENDUM: dated _____

ADDENDUM: dated

ADDENDUM: dated

ADDENDUM: dated _____

Dated at _____, this _____ day of _____ 20____.

Name of Organization: _____

By: _____ Date signed: _____

Typed Name and Title: _____

(Corporations must affix seal. Failure to do so may subject Applicant to rejection.)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public

Commission Expiration Date

A sample contract must be completed and returned with your proposal.

SAMPLE CONTRACT

APPENDIX I

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