

FLORIDA VIRTUAL SCHOOL

2145 Metro Center Blvd
Suite 200
Orlando, FL 32835
407-513-3587

Invitation to Negotiate (ITN) Solicitation Acknowledgement Form

**TITLE: FLORIDA VIRTUAL ELEMENTARY EDUCATION SCHOOL SERVICES
ITN08-9150-07-15MS**

**Due Date/Time: July 15, 2008, 11:00AM
Request for Information/ Clarification Cut-off Date: July 8, 2008, 11:00AM**

Sealed Solicitations 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: Mikeal Stansbury, by the due date and time as indicated above. All Solicitations shall be submitted in sealed envelopes and clearly marked with the Solicitation number, title and Solicitation opening date and time. For your convenience an identification label has been provided. The delivery of Solicitations prior to the specified date and time is solely the responsibility of the Respondent. Solicitations received after the due date and time will not be considered.

Certification

The prospective Respondent hereby certifies, by submission and signature of this Solicitation, 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 Solicitation on behalf of respondent, company, or corporation and fully understands that by virtue of executing and returning this Solicitation 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 ITN, at the prices quoted, pursuant to the requirements of this document.

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

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

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, a time/date stamp is available at the Reception Desk. Date stamp your envelope/label and notify Procurement Services Purchasing Agent, Mikeal Stansbury via telephone that you have delivered a proposal to the Reception Desk. 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/ITN REPLY ENVELOPE.

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

✂-----

DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN

**Florida Virtual Elementary Education School Services
ITN08-9150-07-15MS**

BID TO BE OPENED ON: JULY 15, 2008 AT 11:00 A.M.

From: _____

**DELIVER TO: FLORIDA VIRTUAL SCHOOL
ATTN: MIKEAL STANSBURY
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 ITN document.

Florida Virtual School
Attn: Mikeal Stansbury
Procurement Services
2145 Metro Center Boulevard, Suite 200
Orlando, FL 32835
Fax: 800-590-5875

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

ITN08-9150-07-15MS

FLORIDA VIRTUAL ELEMENTARY EDUCATION SCHOOL SERVICES

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 all return all forms, including:

- Proposal Acknowledgement Form
- Reference forms (if required)
- Bid Bond (if required)
- Drug Free Workplace
- Addendum(s) (if required)
- "No Bid" Response Form
- Statement of Affirmation and Intent
- Acknowledgement of Business Type

Proposal Price Form

- Re-check prices and extensions
- Sign proposal price sheet

Tabs

- Understanding of Project/Letter of Transmittal
- Experience of Firm and Dedicated Staff
- References
- Firm's Qualifications
- Proposed Technical Solution
- Additional Information
- Price
- Acknowledgment of Addenda

Place proposal in a sealed envelope

Affix address label to front of envelope

Verify proposal return date

**TITLE: FLORIDA VIRTUAL ELEMENTARY EDUCATION SCHOOL SERVICES
ITN08-9150-07-15MS**

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Solicitation Acknowledgement Form

Solicitation Identification Label

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SECTION 1

1. INTRODUCTION

Florida Virtual School (hereafter referred to as “FLVS or The School”) is requesting solicitations from respondents (the “Respondent(s)”, the “Firm”) interested in providing course creation services.

The goals of this ITN are to identify firms to create courses for FLVS according to the Florida Course Descriptions, Sunshine State Standards and National Standards.

Florida Virtual School (FLVS) is an internet-based public school that offers curriculum online for middle and high school students. The school is a world leader and is adding an elementary component for grades prekindergarten – five to complete their comprehensive virtual program.

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. Adding elementary programs will provide alternatives to schools, students, parents and districts.

The Florida Virtual Elementary School is requesting respondents to apply for one or both of the following requests:

A respondent must be able to meet all requirements listed below and elsewhere in this ITN.

1. A full-time k-5 elementary program that meets all of the requirements of HB 7067 as passed by the 2008 Florida Legislature- for a contract provider. The provider shall either contract directly with FLVS which shall in turn provide services to districts under HB 7067 or under such other authority as may be granted to FLVS or shall operate under the direction of FLVS as to which Florida school districts it shall serve, the form of any contract with such districts and the administration and delivery of the program. The full-time program may be offered in 2008-2009 if FLVS or the selected respondent is currently authorized to provide an elementary program under HB 7067 or if the selected respondent of FLVS is not currently authorized, shall be delayed until 2009-2010 at such time FLVS shall be authorized to receive funding for a full-time elementary school program.
2. 2. K-5 individual courses that shall at a minimum include language arts, mathematics, science, social studies and physical education. (The “Core Curriculum”) but may also include electives such as foreign language, art and music. All Core Curriculum courses must be aligned to Sunshine State Standards. Individual courses shall be offered commencing with the 2009-2010 school year such time FLVS shall be authorized to receive funding for elementary school courses.
3. A full-time 6-8 middle school program that meets all of the requirements of HB 7067 for a contract provider. The provider shall either contract directly with FLVS which shall in turn provide services to Florida school districts under HB 7067 or under such other authority as may be granted to FLVS or shall operate under the direction of FLVS as to which districts it shall serve, the form of any contract with such districts and the administration and delivery of the program. The full-time program may be offered in 2008-2009 if FLVS or the selected respondent is already authorized to provide an elementary program under HB 7067 or if the selected respondent of FLVS is not already authorized, shall be delayed until 2009-2010 at such time as FLVS shall be authorized to received funding for a full-time elementary school program.
4. 6-8 individual courses that shall at a minimum include language arts, mathematics, science, social studies and physical education. (The “Core Curriculum”) but may also include electives such as foreign language, art and music. All Core Curriculum courses must be aligned to Sunshine State Standards. Individual courses shall be offered commencing with the 2008-2009 school year.
5. 9-12 individual courses that shall not include any core curriculum courses. Individual courses may be offered at the election of FLVS commencing with the 2009-2010 school year.
6. Other requirements:
 - a. The selected respondent shall agree to only provide grades k-12 individual courses or full-time programs to FLVS in Florida during the term of any contract with FLVS except as specifically described above for full-time K-8 programs that may be contracted by the Respondent to Florida school districts if required by HB 7067 so long as such contracts are under the control of FLVS as described above.
 - b. The selected Respondent shall agree to provide marketing support for all FLVS programs and courses under the direction and control of FLVS.
 - c. The selected Respondent shall provide a Learning Management System that is capable of providing such data as shall be required in order to obtain funding and meet other reporting requirements of the Florida Department of Education (“FLDOE”).

- a. The selected Respondent shall provide a Learning Management System that is capable of meeting all of the requirements of HB 7067.
- b. The selected Respondent shall agree to provide its courses of full-time program both with or without a Florida certified teacher.

SECTION 2

1. Scope of Services

The respondent will provide:

- Complete scope and sequence of courses in grades K-8 including documentation that such courses align to Sunshine State standards. Respondents that operated under the FLDOE's K-8 Virtual School Program and received a Grade of "A" or "B" for both the 2008-2009 and 2007-2008 school year shall be exempted from this requirement and shall receive the maximum points awarded for this category.
- A specific list of materials, both online and offline shall be provided for each course. No fees shall be charged to students except that students may be required to return any reusable materials at the student's expense.
- List any extracurricular activities or other resources such as test-preparation provided to either full-time or course students and list any limits on participation.
- High level of student, parent, teacher, school satisfaction
- Effective teacher training
- Multiple assessment and placements for individualized program
- Track record or improving student performance
- Successful contracting relationships with other groups
- Experience in providing Virtual Education
- High quality, engaging activities that increase student performance
- Integrated media with no additional fees
- Ability to customize data fields and reports
- Help Desk/implementation support
- Differentiated curriculum to meet student needs
- Course Delivery in a learning management system environment
- Requirement to specify the LMS architecture and its ability to transfer data including course content in the LMS section
- Teacher directed curriculum
- Learning Management System description and access through FLVS enrollment
- Marketing plan cooperation

2. Training

Respondent will provide effective teacher training and support that is necessary and specific to technology and pedagogy used to deliver curriculum and other pertinent information.

3. Scalability

Respondent shall document how many students and courses it currently serves and any limitations on its ability to serve individual students or courses. FLVS reserves the right to set maximum enrollment levels which shall be solely in the discretion of FLVS.

4. Warranty/Annual Maintenance

Respondent will warrant that the software is free from error and shall describe any minimum software and hardware requirements. Any breach of warranty will require provider to fix within 15 days or nullify the contract.

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 required.

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.

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

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 July 15, 2008. 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, six (6) copies of the Proposal, and one electronic copy 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 Solicitations 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 ITN 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 ITN	June 28, 2008
Request for Information cut-off	11:00 AM on July 8, 2008
Proposal opening	11:00 AM on July 15, 2008
Only Respondent names will be announced at the opening.	
Evaluation/Short List	
Phase Two Presentations (if necessary)	
Negotiations	
Recommendation to Board of Trustees	

3. PRE-SOLICITATION CONFERENCE

Not applicable.

4. REQUEST FOR INFORMATION

Any questions concerning the scope of services, terms and conditions or other Solicitation requirements shall be directed in writing to the Procurement Services department prior to the deadline for questions as indicated below. Inquiries must reference the Solicitation number and the date of Solicitation opening. Those interpretations which may affect the eventual outcome of this Solicitation 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 Mikeal Stansbury, Purchasing Agent. E-mail: mstansbury@flvs.net. Questions must be received before 11:00 a.m. on July 8, 2008. Questions not received by this date and time will not be considered.

5. RESTRICTIONS ON CONTACTING FLVS

Upon the issuance of this ITN, 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 ITN or otherwise discuss the contents of the ITN 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.

6. TERM OF CONTRACT

The contract will be a one year contract with FLVS with the option to renew for two (2) one year extensive years.

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 ITN. Make every attempt to match experiences to specific requirements listed in this ITN 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

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 ITN.

Tab 4 Firm's Qualifications:

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 Proposed Technical Solutions: This section will be broken down into five separate areas that reflect the proposed solutions for each of the criteria below:

- A: Instructional Design**
- B: Student Assessment**
- C: Learning Management System**
- D: Integrity and Communication**
- E: Program/Course Navigation**

Tab 6 Additional Information: 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: Provide a summary of all pricing for the entire proposal. Provide the completed Proposal Price Form (**Appendix E**) in a separate sealed envelope and include with your submittal.

Tab 8 Acknowledgment of Addenda: Include signed and dated copies of addenda issued by FLVS for this ITN, 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 Instructional Design, Student Assessment, Learning Management System, Integrity and Communication, Program/Course Navigation, Understanding of the Project, Price and other information regarding the firm's abilities to perform the required services.

PEC reserves the right to interview any, all or none of the Respondents that responded to the ITN 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 and reserve the right to speak to any of their customers.

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

4. **EVALUATION FACTORS**

Pricing

- Provide individualized priced materials.
- Provide one main point person.
- Provide full-time per pupil pricing.
- Provide course tuition rates.
- Do not include additional fees with each program/course.
- Incentives are provided for filling classes.

Understanding of Project

Pricing shall be provided as follows:

-Full-time K-5 provided under the terms of HB 7067- i.e. all funding will be based on successful completion and promotion as defined by HB 7067 and FLDOE. Pricing must be on a per student basis and no separate charges are permitted except as described below. Pricing must be inclusive of all services required to deliver the program to meet any regulatory requirements. Pricing must include a full-time designated project manager. Pricing excluding teachers shall provide for such training as shall be required for any FLVS teachers to deliver the program except that the cost of any in-person training shall be reimbursed at mutually agreeable rates. No fees shall be charged to students except that students may be required to return any reusable materials at the student's expense.

Pricing shall be provided for the following:

- | | | |
|---|--|-------------------------|
| - | program including teachers, computer, printer and Internet reimbursement. | A complete turn-key K-5 |
| - | program excluding teachers but including computer, printer and Internet reimbursement. | A complete turn-key K-5 |
| - | program including teachers but excluding computer, printer and Internet reimbursement. | A complete turn-key K-5 |
| - | program excluding teachers and excluding computer, printer and Internet reimbursement. | A complete turn-key K-5 |

K-5 individual courses- funding shall be based solely on successful completion as defined by current FLVS funding guidelines (available from FLDOE). Pricing shall not include a computer, printer or Internet reimbursement. Pricing shall be provided both with and without a teacher.

Full time 6-8 program- As above for full-time k-5 program.
6-8 individual courses- As above for k-5 individual course.
9-12 individual courses- As above for k-5 individual courses.

Other pricing: indicate any funds or services that shall be provided to FLVS for the purposes of marketing FLVS programs and courses. All marketing executives will be under the direct control of FLVS.

Instructional Design

- Program/course design reflects a clear understanding of student needs and incorporates varied ways to learn and multiple levels of mastery of the curriculum.
- The program/course is organized into themes and lessons.
- Each lesson includes an overview, content and activities, assignments and assessments to provide multiple learning opportunities for students to master the content.
- The course goals and objectives are measurable and clearly state what the participants will know or be able to do at the end of the course.
- The program/course instruction includes activities that engage students in active learning and address a variety of learning styles and preference.
- The program/course provides opportunities for students to engage in higher-order thinking, critical reasoning activities and thinking in increasingly complex ways.
- The program/course reflects multicultural education and is accurate, current and free of bias.
- The teacher can adapt learning activities to accommodate students' needs.
- Readability levels, written language assignments and mathematical requirements are appropriate for the course content and the students.
- The program/course provides opportunities for appropriate instructor-student and student-student interaction to foster mastery and application of the material and a plan for monitoring that interaction.
- Objectives are matched to content requirements and to the grade and skill levels of the intended audience.
- Program/ course tasks and assessments align with the required Sunshine State Standards.
- The program/course content and assignments are of sufficient rigor, depth and breadth to teach the standards being addressed.
- Information literacy and communication skills are incorporated and taught as an integral part of the curriculum.
- Provides extended resources and activities to increase achievement levels.

Student Assessment

- Student evaluation strategies are consistent with program/course goals and objectives.
- The program/course structure includes adequate and appropriate methods and procedures to assess students' mastery of content.
- Assessment strategies and tools make the student continuously aware of his/her progress in class and mastery of the content beyond letter grades.
- Assessment materials provide the teacher with the flexibility to assess students in a variety of ways.
- Grading rubrics and models of partially to fully completed assignments are provided to the teacher.
- The grading policy and practices are easy to understand.
- A placement process for full-time students to evaluate students by skill and or grade level and enable them to be assigned appropriately.
- Assessment and assignment answers and explanations are included.

Learning Management System

- LMS should be comprehensive and support grading, communication, and reporting.
- LMS will support landing screen for students to reach multiple courses easily.
- The LMS architecture shall be standard-based and enable the transfer of data/course content to other LMS or SIS systems.

Integrity and Communication

- Information is provided to students, parents and mentors on how to communicate with the online teacher and program/course provider, including information on the process for these communications.

- Issues associated with the use of copyrighted materials are addressed. The course provider guarantees in writing that all course materials that they developed comply with copyright laws.
- Academic integrity, privacy issues and Internet etiquette expectations regarding lesson activities, discussions, e-mail communications and plagiarism are clearly stated. The course includes guidelines for students on the use of copyrighted materials, appropriate use of networked resources and academic honesty.

Program /Course Navigation

- The program/course permits the teacher to add content, activities and assessments to extend learning opportunities.
- The program/course accommodates multiple student paces for multiple student calendars.
- The course is easy to navigate.
- The program/course makes maximum use of the robust capabilities of the online medium.
- Interoperability technical standards ensure sharing of questions, assessments and results with others.
- The program/course meets universal design principles.
- The program/course provider offers the teacher and coordinator assistance with technical and program/course management.
- The program/course provider offers orientation training.

5. 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	40
II	Qualifications, Experience, References and Capabilities of Respondent	80
III	Instructional Design	300
IV	Student Assessment	160
V	LMS	80
VI	Integrity and Communication,	60
VII	Program/Course Navigation	160
VIII	Pricing.	120
	Total	1000 points

6. 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 reserves the right to reject any and all proposals and or to disqualify a proposal for non compliance. 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.

7. 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.

- ➔ Phase One Selection Process
 - ➔ The PEC will evaluate and score the proposal submittals received from responsive Respondents based on established criteria.
 - ➔ The top ranked Respondents may be invited to proceed to Phase Two
- ➔ Phase Two Selection Process (if necessary)
 - ➔ Presentations by top ranked Respondents may be requested.
 - ➔ Negotiations to include revisions to scope of services and pricing.
 - ➔ Evaluate final offers based on established criteria.

8. AWARD AND CONTRACT

Award shall be made to by FLVS to proposal it deems most responsive to ITN, subject to approval of FLVS board.

7. 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 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.

8. AWARD AND CONTRACT

Award shall be made to the most responsive and responsible Respondent whose Solicitation is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of FLVS. Following the selection and upon final negotiation of the Contract terms and conditions with the top-ranked Respondent, recommendation(s) for contract award, as required, will be submitted to the SEC to the Board to award or rejection of any and/or all Solicitation(s).

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 ITN. The Solicitation, 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 Solicitation 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 Solicitation 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 ITN, 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 will be a one year contract with FLVS with the option to renew for two (2) one year extensive years, 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 Government entities from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. Required notification to FLVS of a public entity crime.

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

Therefore, the following funding out provision is an integral part of this Solicitation 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 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

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, 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. Insurance coverage shall consist of the following General Liability Insurance in amounts of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) for injury to any one person and One Hundred Thousand Dollars (\$100,000) for property damage. 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.

Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any subcontractor performing work covered by this Contract, from claims or damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

Public Liability Insurance shall be in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Hundred Thousand Dollars (\$100,000.00) on account of all accidents.

Property Damage Insurance shall be in an amount not less than One Hundred Thousand Dollars (\$100,000) for damages on account of any one accident and in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages on account of all accidents. Automobile property damage shall be not less than One Hundred Thousand Dollars (\$100,000). The limits specified herein are minimum limits.

The above policies for Public Liability and Property Damage 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 during the life of this Contract, Employer's Liability Insurance shall be in the amounts not less than One Hundred Thousand Dollars (\$100,000) each accident for bodily injury by accident, One Hundred Thousand Dollars (\$100,000) each employee for bodily injury by disease, and One Hundred Thousand Dollars (\$100,000) policy limit for bodily injury by disease.

Automobile Liability Insurance: Automobile Liability Insurance shall be maintained during the life of this Contract, 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 Hundred Thousand Dollars (\$100,000.00) combined single limit each accident for bodily injury & property damage liability.

Professional Liability Insurance: The Contractor shall maintain during the life of this Contract, Professional Liability Insurance for Errors & Omissions \$1,000,000.00.

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 solicitation or persons acting on their behalf are specifically requested not to contact School members, staff, or Committee Members during the course of the Solicitation and Selection process. All procedural matters shall be directed to the Director of Procurement Services. Evaluation Committee members or other School employees shall not be contacted or approached by representatives of any potential respondents to this ITN. Contact or communication initiated by any responding firm may result in rejection of the Solicitation.

15. OTHER GOVERNMENTAL AGENCIES

It is the intent of this Solicitation 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 solicitation if permitted by the contractor or supplier. Services are to be furnished in accordance with the Contract of said product(s) resulting from this Solicitation.

16. 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.

17. 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.

18. 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.

19. POSTING OF TABULATIONS/RECOMMENDATION

ITN tabulations with recommended awards will be posted for review by interested parties on the FLVS Web Site at <http://www.flvs.net/general/ITN.php> and in the Procurement Services Department, at 2145 Metro Center 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.

20. 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 ITN and any out-of-pocket expenses(including, but not limited to, travel, accommodation, supplies) incurred by Respondent in preparing the response to the ITN.

21. 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 ITN, 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.

22. PUBLIC RECORDS LAW

All Proposal documents, other than proprietary materials, submitted by Respondents in response to this ITN 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.

23. RESERVED RIGHTS OF THE SCHOOL

The School reserves the right to accept or reject any or all Solicitations, 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 and/or all items proposed or award to multiple Respondents. Prior to Board approval the School may cancel the ITN 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.

24. BID INFORMATION AND NOTIFICATION:

All bid notices and solicitations are web posted (<http://www.flvs.net/general/ITN.php>). It is the Bidders responsibility to monitor the website to view current solicitation 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.

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 Solicitation. An original 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 Solicitation. An original 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: _____

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

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

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

PROPOSAL PRICE FORM
APPENDIX E

Anti-Collusion Statement

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

Form must be completed and returned with your Solicitation. An original 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 Solicitation are those named herein, that this Solicitation is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of Florida Virtual School.

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 Solicitation.

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.

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 Solicitation is made according to the provisions of the ITN 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.

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 Solicitation 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

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

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

Notary Public

Commission Expiration Date

**MUTUAL NONDISCLOSURE AGREEMENT
APPENDIX G**

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: _____