

***SPORTS PHYSICAL THERAPY AND
ATHLETIC TRAINER SERVICES***

MARTIN COUNTY SCHOOL DISTRICT

RFP 5003-0-2009/JC

The District must receive all proposals by **2:00 P.M.**, local time on **Tuesday May 26, 2009**
at:

The School Board of Martin County, FL
Service Center/Warehouse
2845 SE Dixie Highway
Stuart, FL 34997-5037
Attn: Purchasing Department

The outside of the envelope must be identified as follows: RFP 5003-0-2009/JC

REQUEST FOR PROPOSALS
SPORTS PHYSICAL THERAPY AND ATHLETIC TRAINER SERVICES

Article 1.0 **INSTRUCTIONS TO PROPOSERS**

The School Board of Martin County, Florida (“Board”) is requesting proposals for sports physical therapy and athletic trainer services from qualified firms per the following terms and conditions. The enclosed specifications outline the requirements and conditions for furnishing this service. It is important for the Proposers to state any exceptions or modifications to the Board’s requirements and any other assumptions on which its proposal rests. The Contract will be awarded to the best Proposer as determined by the Board.

The Board reserves the right to consider all relevant and reasonable criteria in selecting the successful Proposer, which may or may not be expressed in this RFP.

The Board reserves the right to reject any and all proposals based upon its sole discretion. Responsible contractors who meet the Board’s criteria are requested to submit a sealed proposal for this work.

1.1 **Timetable**

1.1.1 The District must receive proposals by **2:00 P.M., local time on Tuesday May 26, 2009**

1.1.2 After receiving proposals, the District will review and evaluate in a timely manner.

1.1.3 The District may enter into a Contract after conducting negotiations and obtaining appropriate approvals. The District will notify unsuccessful Proposers.

1.2 **Delays.** The District, in its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the District to do so. The District will notify Proposers of all changes in scheduled due dates by written addendum.

1.3 **Proposal Submission and Withdrawal.** **The District must receive all proposals by 2:00 P.M., local time, Tuesday May 26, 2009**

The District will receive proposals at the following address:

The School Board of Martin County, FL

Service Center/Warehouse

2845 SE Dixie Highway

Stuart, FL 34997-5037

Attn: Purchasing Department

The outside of the envelope must be identified as follows: RFP 5003-0-2009/JC

Receipt of the proposal in the Purchasing Office after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope

shall result in the rejection of the Proposer's proposal. **The envelope must also include the Proposer's name and return address.**

The District cautions Proposers to assure actual delivery of proposals **directly to the District's Purchasing Department, Service Center/Warehouse, 2845 SE Dixie Highway, Stuart, FL.**, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 219-1255, Ext. #204, before the 2:00 P.M. deadline. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers shall submit **four (4) complete sets** of the proposal in a sealed, opaque envelope marked as noted above. The Proposer may submit the proposal in person or by mail.

Proposers may withdraw their proposals by notifying the District in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the District and will not be returned to the Proposers.

- 1.4 **Letter of Transmittal.** This letter will summarize in a brief and concise manner, the Proposer understands of the scope of work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.
- 1.5 **Qualification and Experience.** The proposal shall show the qualifications and experience of the firm and individual(s) who will provide the services. The submission must include:
 - 1.5.1 Details on the qualifications of the firm, including documentation of the firm's experience, and number of years in business under the current name.
 - 1.5.2 List at least three (3) current and pertinent professional references (name, address and phone number) that the District may contact in relation to the Proposer's qualifications and experience in similar type work.
 - 1.5.3 List at least three (3) former clients (name, address and telephone number) that can serve as a reference on similar past service performed by the Proposer.
- 1.7 **Addendum.** Should revisions to the RFP become necessary, the District will provide a written addendum to all Proposers who requested the RFP from the District's Purchasing Department or our bid distribution service, DemandStar at <http://demandstar.com>. Proposers who obtain RFP documents from other sources must officially register with the District's Purchasing Department or DemandStar in order to be placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal **with** an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the District or our bid distribution service, DemandStar, in the event that a previous addendum is not received. All Proposers should contact the District or DemandStar no more than five (5) calendar days before the date fixed for receiving proposals to ascertain whether any addenda have been issued. Failure by the Proposer to make this determination could deem their response non-responsive in the event addenda were issued and not acknowledged by the Proposer in their response.

- 1.8 ***Award.*** The District anticipates award to the Proposer(s) who submit proposals judged by the District to be the most advantageous.

Technicalities or minor irregularities in proposals may be waived when the Board determines that it will be in the Board's best interest to do so; are mere matters of form not affecting the material substance of the proposal; are immaterial deviations from or variations on the precise requirements of the specifications; or have a negligible effect on price, quality, quantity or performance of the services being procured. The Board may either give a Proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal or waive such deficiency where it is advantageous to the Board to do so.

While the District anticipates award to the Proposer(s) who submit proposals judged by the District to be the most advantageous, if the Board finds that no valid or acceptable firm proposal has been received, the Board may negotiate with one or more Proposers, who the Board determines has submitted competitive proposals in order to secure a valid and acceptable firm bid. The Board may execute a Contract with the Proposer under whatever terms and conditions the Board determines to be in the best interest of the school system.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the Martin County School Board and executed by the parties.

- 1.9 ***Proposal Preparation Costs.*** Neither the District nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP, except for District staff response. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.
- 1.10 ***Accuracy of Proposal Information.*** Any Proposer that submits in its proposal to the District any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.11 ***Licenses.*** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of their response to this RFP. Should the Proposer not be fully licensed and certified, its proposal shall be rejected.

- 1.12 **Public Records.** Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this request for proposals will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The District reserves the right to make any final determination of the applicability of the Public Records Law.
- 1.13 **Public Entity Crime.** Pursuant to F.S. 287.133, as amended: 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 1.14 **Agreements with Other Governmental Entities.** All Proposers submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP; should the successful Proposer(s) deem it in the best interest of their business to do so.

The agreement resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this RFP.

Article 2.0 **DEFINITIONS**

- 2.1 “District” – The Martin County School District.
- 2.2 “Proposal” – An offer to furnish services and materials in accordance with the request for proposal, the general conditions and specifications.
- 2.3 “Proposal Form” – The form on which the Proposer submits his/her proposal.
- 2.4 “Proposer” – Any individual, company, or corporation submitting a proposal.
- 2.5 “Successful Proposer” – Any Proposer to whom an award is made by the District. Such parties are also referred to as “Vendors”.
- 2.6 “Specifications” – The description of materials, supplies and/or services requested.

Article 3.0 **PROPOSALS**

- 3.1 All proposals must be submitted in writing in accordance with instructions provided by the District.
- 3.2 The submission of a proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the service required.

- 3.3 No charge will be allowed for federal, state or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 3.4 Rates shall be for actual hours worked. No charge for travel time or expense shall be allowed.
- 3.5 Under penalty of perjury, the Proposer certifies that:
 - a. The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor and,
 - b. The contents of the proposal have not been communicated by the Proposer, nor, to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer prior to the official opening of the proposal.

Article 4.0 ***SCOPE***

It is the intent of the District to contract with a qualified proposer to provide sports physical therapy and athletic trainer services. We anticipate that 500 hours will be provided to Martin County High School, 500 hours will be provided Jensen Beach High School, and 500 hours will be provided to South Fork High School annually. CPR training time is not to be included in billable hours. The actual hours contracted may be adjusted dependent upon available budget. Schools may request additional hours at the contract rate on an as needed basis.

- 4.1 The school district would prefer to award this contract to a vendor that agrees to provide a licensed Physician for all home High School football games, four to seven home games per year for each high school to include Martin County, Jensen Beach, and South Fork. Although this is a preference, no proposals will be considered as non-responsive for not being able to meet this need. Physicians that attend these football games will be expected to make on-the-spot evaluations of injuries sustained during the game, and make recommendations for required treatment of said injuries. Games to be covered will be scheduled in advance with the Athletic Director. If the fee for this service is not included in unit price for the trainer, please provide detailed unitized prices for the physician.

- 4.2 Conduct a maximum of 2 CPR and Sport Safety Training/Standard First Aid training for the athletic staff at high school sites without regard to minimum class size, at no charge. Training to be conducted by Certified CPR instructor.
- 4.3 Provide athletes with access to medical evaluation and physical therapy services at no charge during injury evaluation.
- 4.4 Provide services by licensed physical therapist or NATA certified licensed athletic trainers employed by the provider, including but not limited to, the following:
 - i. Weekly visits to each county high school for the purpose of evaluating injuries sustained by students as a result of their participation in school-related activities. The provider will keep accurate records of time spent at the school.
 - ii. Attending any athletic event as scheduled with the Athletic Director to provide sports physical therapy coverage.
 - iii. Serve as liaison between the high school athletic departments and members of the Martin County medical community.
 - iv. Maintaining complete and accurate records of all services provided to injured athletes pursuant to the terms of this agreement.
- 4.5 Assume, release, and agree to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of provider and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of the provider, its employees or agents providing services under this Agreement.
- 4.6 Invoice for services monthly.
- 4.7 Maintain professional liability insurance coverage in the amounts identified below.
- 4.8 Execute a final agreement incorporating the obligations of each party.

Article 5.0 ***REQUIRED INFORMATION***

Proposal submittals should reflect the following elements and parameters:

- 5.1 Agreement period. The period the District will be required to have a formal bilateral contract in effect.
- 5.2 Statement of basic fee per hour with a provision for how fees are to be paid throughout the term of the agreement.
- 5.3 List of at least three reference contacts and contact information related to comparable service.

- 5.4 List of all past or current litigation related to comparable service.
- 5.5 Any additional information which will assist the district's understanding of the proposer's submittal and qualifications.
- 5.6 Any additional document or agreement the Proposer will require the District to execute.

Article 6.0 ***DOCUMENTS***

All Proposers are required to include all documentation requested by the District when submitting their proposals. Envelopes shall be sealed when submitted, with the information requested on the face of the envelope, as set forth in the “Instructions to Proposers”.

Article 7.0 ***PERSONAL EXAMINATION***

Proposers are required to satisfy themselves, by personal examination and investigation via prearranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the Contract.

No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor’s failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications, etc; nor will same be accepted as a basis for any claim for extra compensation.

Article 8.0 ***AUDITING***

The proposal shall acknowledge the District’s right to conduct an appropriate audit of the books and records maintained by the Vendor in connection with the services provided under the agreement with the District.

Article 9.0 ***INSURANCE***

The Vendor, at its sole cost and expense, shall obtain and maintain a Professional Liability Insurance policy, which includes liability coverage **exclusive to the District** in an amount not less than **\$500,000** for each claim and **\$1,500,000** for each occurrence during the term, General Liability in an amount of \$1,000,000 per occurrence/\$1,000,000 aggregate, and an automobile liability insurance policy covering owned, non-owned, and hired vehicles with coverage at \$1,000,000 combined single limit. The Vendor will also keep in force and effect throughout the Term workers’ compensation insurance to the extent required by law. A certificate or certificates of insurance evidencing the Vendor’s insurance coverage and naming the District as an additional insured shall be delivered to, and approved by the District prior to execution of the Contract.

Article 10.0 ***INDEMNIFICATION AND HOLD HARMLESS***

The Vendor shall indemnify and hold harmless the District and its Board, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court costs, penalties and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the Vendor and suppliers, provider, however, that the Vendor shall not be required to indemnify for the following:

- a. acts or conduct by third parties, other than the District and its Board, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;
- b. claims where the District has failed to give adequate prompt written notice thereof to the Vendor;
- c. claims settled without the prior written consent of the Vendor; or
- d. acts of intentional misconduct or gross negligence by the party to be indemnified.

Article 11.0 ***CONFLICT OF INTEREST***

The Vendor hereby covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefore.

Article 12.0 ***INDEPENDENT CONTRACTORS***

The District and the Vendor are independent of one another and shall have not other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

Article 13.0 ***GOVERNING LAW***

The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Florida with venue in Martin County.

Article 14.0 ***COMPLIANCE WITH DISTRICT REGULATIONS***

The Vendor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification mutually satisfactory to the District and the Vendor.

The Vendor shall cause all such persons to preserve and protect all confidential information of the District to which they have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the

Contract as the District, in its sole discretion, may determine. The Vendor shall cause all persons performing work to comply with such modifications.

Article 15.0 ***CODES AND REGULATIONS, FINGERPRINTING***

Awarded bidder will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of the awarded bidder and all of its employees who provide services under this contract. Awarded bidder shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the awarded bidder providing any services. The awarded bidder will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded bidder and its employees. Awarded bidder will provide District with a list of its employees. Awarded bidder will update these lists in the event that any new employees are added and awarded bidder agrees that new employees shall be fingerprinted. Awarded bidder agrees that in the event any employee is convicted of a criminal offense, the awarded bidder will notify the District within forty-eight (48) hours. The parties agree in the event that the awarded bidder fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

Article 16.0 ***SAMPLE AGREEMENT***

A sample agreement of the form that will be required is attached. Should a Proposer require execution of their own agreement or materially different terms, they must be submitted with the proposal

Article 17.0 ***ADDITIONAL INFORMATION***

Should a Proposer require additional information with regard to the services requested in this proposal or the terms and conditions of same, he/she should contact:

Jeff Carver, Purchasing Manager
2845 SE Dixie Highway
Stuart, Florida 34997
(772) 219-1255 ext. 202
carverj@martin.k12.fl.us

Any and all changes to these specifications are valid only if they are inserted into the General Conditions or Specifications by a written addendum to All Proposers.

Article 18.0 ***ESTIMATED REQUIREMENTS***

Contact Jeff Carver, Purchasing Manager (772) 219-1255 #202, with any questions regarding quantity of services to be provided.

Article 19.0 **LIST OF MARTIN COUNTY HIGH SCHOOLS**

<u>SCHOOL NAME & ADDRESS</u>	<u>PRINCIPAL, SECT., ETC.</u>	<u>PHONE #</u>
JENSEN BEACH HIGH SCHOOL 2875 NW GOLDEN ROD STREET JENSEN BEACH, FL 34957	GINGER FEATHERSTONE, PRINCIPAL R J COSTELLO, ATHLETIC DIRECTOR	(772) 232-3500 EXT. # 101 EXT. # 105
MARTIN COUNTY HIGH SCHOOL 2801 S. KANNER HIGHWAY	JOAN HUNT , PRINCIPAL GREG HENDICKS, ATHLETIC DIRECTOR	(772) 219-1800 EXT. # 32440
SOUTH FORK HIGH SCHOOL 10205 SW PRATT & WHITNEY RD STUART, FL. 34997	PAT SCHMOYER, PRINCIPAL CATHERINE SMITH ATHLETIC DIRECTOR	(772) 219-1840 EXT. # 35369

(SAMPLE) Athletic Trainer Services Agreement

BETWEEN

(AWARDED VENDOR)

AND

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

This Agreement made and entered into this XXth day of XXXX, 200X, by and between The School Board of Martin County, Florida, hereinafter referred to as the “Board” and (AWARDED VENDOR),

WHEREAS, the Board wishes to have certain sports physical therapy and athletic trainer services performed by (AWARDED VENDOR), and

WHEREAS, (AWARDED VENDOR) is licensed to provide Physical Therapy and have the apparent ability to perform the requisite services.

NOW THEREFORE, in consideration of the mutual benefits, promises and considerations hereinafter set out, the parties hereto agree as follows:

1. **Obligations of (AWARDED VENDOR)**_____.
 - a. To provide to the Board services by licensed physical therapist or NATA certified athletic trainers employed by (AWARDED VENDOR), including but not limited to, the following:
 - i. Weekly visits to each county high school for the purpose of evaluating injuries sustained by students as a result of their participation in school-related activities. (AWARDED VENDOR) will keep accurate records of time spent at the school.
 - ii. Attending football games for the purpose of making on-the-spot evaluations of injuries sustained during the game, and making recommendations for required treatment of said injuries. Games to be covered will be scheduled in advance with the Athletic Director.
 - iii. Attending any athletic event as scheduled with the Athletic Director to provide sports physical therapy coverage.
 - iv. Serving as liaison between the high school athletic departments and members of the Martin County medical community, specifically the team physicians.
 - v. Maintaining complete and accurate records of all services provided to injured athletes pursuant to the terms of this agreement.
 - vi. Conduct a maximum of 2 CPR and Sport Safety Training/Standard First Aid training for the athletic staff at high school sites without regard to minimum class

size, at no charge. CPR and Sport Safety/Standard First Aid training to be conducted by licensed Athletic Trainer.

- vii. 500 hours will be provided to Martin County High School, 500 hours will be provided to Jensen Beach High School, and 500 hours will be provided to South Fork High School.
- viii. (AWARDED VENDOR) hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property to (AWARDED VENDOR), and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of (AWARDED VENDOR), its employees or agents providing services under this Agreement.
- ix. Submit a single monthly invoice for each month of the contract. Invoice hours shall be itemized by location and be accompanied by a time sheet bearing the signature of either the Athletic Director or the coach receiving services.

2. *Obligations of the Board*

- a. Providing a designated space and the needed equipment at each high school for a training room for evaluating athletes' injuries.
- b. Providing the supplies for evaluations and record keeping, including but not limited to, file cabinets and files.
- c. Compensating (AWARDED VENDOR) at the rate of \$XX.XX/hr, up to a school year limit of 1500 hours or \$XXXX(travel time not subject to compensation). Service to invoice monthly, payment terms, net thirty (30) days. Additional hours requested of (AWARDED VENDOR) beyond the scope of 500 hours per school, shall be compensated at the rate of \$XX. per hour.
- d. The Board recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Board may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.
- e. The Board agrees that in the event of a blood born pathogen exposure, the Board shall be responsible for using reasonable effort to obtain consent of the blood test and release of the results and facilitating the testing at (AWARDED VENDOR)'s facility at (AWARDED VENDOR)'s cost.
- f. Except as otherwise required by law, the Board agrees that it and all its employees, contractors, agents or representatives shall keep strictly confidential and shall not disseminate to any third party any oral or written information concerning patients or any information relating to the business activities for (AWARDED VENDOR) without the written consent of the patient or (AWARDED VENDOR). The Board agrees to use

appropriate safeguards to prevent the disclosure of any patient information provided to them by (AWARDED VENDOR) and to notify (AWARDED VENDOR) immediately in the event of a breach of confidentiality. The parties agree to comply with all State and Federal laws and regulations, including but not limited to, the Health Information Portability and Accountability Act of 1996, and agree to amend the contract to address the regulations, when effective.

3. **Covenants**

- a. This Agreement is entered into and becomes effective upon execution of this document by both parties.
- b. This Agreement shall be in effect from the date of execution until the end of the 2007-08 school year unless terminated prior to that time according to the terms expressed herein.
- c. This writing represents the total agreement of the parties and may not be altered or amended except by another written document, also executed by both parties.
- d. Failure of either party to perform obligations under the agreement shall be deemed a breach of contract and shall constitute grounds for termination of said Agreement. This Agreement may be terminated without cause by either party by giving thirty (30) days notice.
- e. This Agreement is entered into with the joint understanding that XXX will maintain professional liability insurance coverage in amounts of at least \$250,000 per claim and \$750,000 aggregate applicable to Martin County School Board only, General Liability in an amount of \$250,000 per occurrence/\$750,000 aggregate.

Executed in duplicate this ____ day of _____, 2007.

THE SCHOOL BOARD OF MARTIN
COUNTY, FLORIDA

Lorie Shekailo, Chair

, Chief Operating Officers

Attest:

Filed with the Clerk of the School Board
this ____ day of _____, 2009.

Nancy Kline, Superintendent and
ex officio Secretary to the School Board

STATEMENT OF NO RESPONSE

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing Department, School District of Martin County, 2845 SE Dixie Hwy, Stuart, FL 34997.** (Please print or type, except signature)

COMPANY NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

(9 Digit Please)
CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to our proposal No. 5003-0-2009/JC
For **ATHLETIC TRAINER SERVICES** because of the following reasons:

- _____ We do not offer this service or the equivalent.
- _____ Insufficient time to respond to the RFP.
- _____ Remove our name from this bid list only.
- _____ Our schedule would not permit us to perform.
- _____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____

DATE: _____