



INVITATION TO BID (ITB)

ITB NO. 1005-LD-2023

ATHLETIC TRAINER/ SPORTS PHYSICAL THERAPY SERVICES FOR MARTIN COUNTY SCHOOL DISTRICT

**PURCHASING DEPARTMENT
2845 SE DIXIE HWY
STUART, FLORIDA, 34997
TEL (772) 219-1255
EMAIL <mailto:bids@martinschools.org>**



**NOTICE OF
INVITATION TO BID**

Bid documents must be submitted electronically through www.DemandStar.com or bids@martinschools.org by responding no later than the designated deadline date and time. A Bidder’s failure to submit as required before the deadline shall cause their bid to be disqualified. Under no circumstances shall bids delivered to or received by the District or DemandStar after the Due Date and Time be accepted or considered. Late bids will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the School District’s Purchasing Website: <https://www.martinschools.org/page/public-notice>.

Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the District.

ITB Number:	1005-LD-2023
ITB Name:	Athletic Trainer/Sports Physical Therapy Services
ITB Advertising/Publish Dates:	March 15, 2023
Questions Deadline:	March 22, 2023, at 2:00pm
ITB Closing Date/Time:	March 29, 2023, By No Later Than 2:00pm
Anticipated Award Date	April 18, 2023
Contact Information:	Email: bids@martinschools.org
Email Notifications:	Start all email subject lines with the ITB number for faster recognition.
Submittal Requirements:	Submit bid by completing and returning all required documents. All submittals must be electronic and contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall bids delivered to or received by the District or DemandStar after the Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Bidder to assure that their submittal is uploaded to www.DemandStar.com or bids@martinschools.org on or before the Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
Submit Bid to::	Bidder shall submit their bid indicating Bidder’s name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com or bids@martinschools.org .
ITB Scope of Work:	The Martin County School District (hereinafter referred to as “MCSD”) is seeking bids from qualified firms to provide Athletic Trainer / Sports Physical Therapy Services, including wrestling OPC certification for Minimum Body Fat Percentage, CPR and standard first aid from award through June 30, 2023, with two (2) one (1) year renewal options.

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

The District reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the District.



ADVERTISEMENT PUBLICATION

Martin County School Board
2845 S.E. Dixie Highway
Stuart, FL 34997

ITB# 1005-LD-2023

ATHLETIC TRAINER/SPORTS PHYSICAL THERAPY SERVICES

The Martin County School District (hereinafter referred to as "District") is soliciting bids from qualified firms to provide Athletic Trainer / Sports Physical Therapy Services, including wrestling Optimal Performance Calculator (OPC) certification for Minimum Body Fat Percentage Clearance, CPR and standard first aid effective July 1, 2023 through June 30, 2024, with two (1) year renewal options.

Solicitation Documents may be obtained by registering with www.DemandStar.com or www.vendorregistry.com. The District is not responsible for the content of any submittal package received through any 3rd party service or any other source.

Firms desiring to provide the services described shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com or bids@martinschools.org containing all of the required information **no later than 2:00pm, March 29, 2023.**

Questions: Email bids@martinschools.org by no later than 2:00 pm eastern time on **March 22, 2023.**

Martin County School District Purchasing Website.

Onvia/DemandStar.

Vendor Registry.

Publish Date: March 15, 2023



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SECTION I

DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

1.1. **Acceptance:** By the District's Project Manager of the work as being fully complete in accordance with the Contract Documents.

1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract

1.3. **Application for Payment:** The form accepted by the Consultant which is to be used by Contractor to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. **Bid:** The formal firm price offer of the Bidder submitted on the prescribed form setting forth the prices for the work in response to the Invitation to Bid.

1.5. **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the District. As used in this Invitation to Bid, the words proposer and contractor may be used interchangeably to mean Bidder.

1.6. **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. **Change Order:** A written order to the Contractor executed by the District, Consultant, And Contractor authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

1.8. **Contract:** The written agreement between District and Contractor covering the work to be performed.

1.9. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Board approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor. Consultant's written interpretations and clarifications issued on or after the Effective Date of the Contract.

1.10. **Contract Price:** The total monies payable by the District to the Contractor under the terms and conditions of the Contract Document.

1.11. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.

1.12. **CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the District has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.

1.13. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.

1.14. **Defective Work:** Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the Consultant's recommendation of final payment.

1.15. **District:** The Martin District School District, Florida, a Florida school District, its authorized and legal representatives, the public

entity with whom the Contractor has entered into the Contract and for whom the work is to be provided.

1.16. **District Representative:** The person or persons designated by the District's Project Manager. The District's Project Manager. This may include the Consultant/Engineer of Record.

1.17. **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.

1.18. **Florida Board of Athletic Training** was established "to ensure that every Athletic Trainer practicing in this state meets minimum requirements for safe practice." The practice of athletic training is a privilege granted by the state. The Board, through efficient and dedicated organization, will license, discipline, educate, and when appropriate, rehabilitate licensed practitioners to assure their competence in the service.

1.19. **Florida Board of Physical Therapy** was established "to ensure that every physical therapy practitioner practicing in this state meets minimum requirements for safe practice." The Florida Board of Physical Therapy, through efficient and dedicated organization, will license, monitor, discipline, educate, and when appropriate, rehabilitate practitioners to assure their competence in the service of the people of Florida. The Florida Board of Physical Therapy, through the Department of Health, Division of Medical Quality Assurance, is the governing authority for PT and PTA licensure in Florida.

1.20. **Irregular Bids:** Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids.

1.21. **Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.22. **Notice to Proceed:** The written notice issued by the District, or its agents, to the Contractor authorizing the Contractor to proceed with the work and establishing the date of commencement of the Contract Time and the date the Contract work is to be completed.

1.23. **Notice of Tentative (or Intent) Award:** The official written notice by the DISTRICT to the apparent successful Bidder giving authorization to enter into an agreement, stating that upon compliance and Board approval with the conditions precedent enumerated therein within the time specified, and receipt of accepted offer.

1.24. **Procurement:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to District and State Board of Education requirements.

1.25. **Report:** Presentation of collection of information from various records.

1.26. **Resident Project Representative (RPR):** The authorized representative of the Consultant who is assigned to the Site or any part thereof.



1.1. **Responsible Bidder, Offeror, Quoter, Or Respondent - means** an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.2. **Responsive Bidder, Offeror, Quoter, Or Respondent, Vendor, Contractor** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any M/WBE requirements contained within the solicitation.

1.3. **Specialist:** A person who concentrates primarily on a particular subject or activity; a person highly skilled in a specific and restricted field.

1.4. **Subcontractor:** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the Site.

1.5. **Unbalanced Bids:**

- A. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- B. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the School District or which is so mathematically unbalanced as to result in an advance payment.

1.6. **Unit Price Work:** Work to be paid for on the basis of unit prices.

1.7. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.8. **Written Amendment:** A written amendment of the Contract Documents, signed by the District and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract Documents.



SECTION II

INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on District property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.
 2. **FINGERPRINTING, JESSICA LUNSFORD ACT:** Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with Florida Statute FS1012.465 – Jessica Lunsford Act.
 - 2.1 Level 2 screening excludes personnel working on school District property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
 - 2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
 - 2.3 Contractor, subcontractors, vendors and suppliers shall be under continuous direct supervision of school District employee or Level 2 screened and cleared employee as noted above.
 - 2.4 Contractor, subcontractors, vendors and suppliers may be allowed on student occupied site if area of construction is isolated from students by continuous six-foot-high chain link fence separating work area and school.
 - 2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.
 - 2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
 - 2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
 - 2.8 Contractor, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
 - 2.9 Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1255, Ext. 30296.
 - 2.10 The fingerprint screening must be completed in advance of the awarded Bidder providing any services. The awarded Proposer shall 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 shall provide District with a list of its employees. Awarded Bidder shall 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 shall notify the District within forty-eight (48) hours.
 - 2.11 The parties agree in the event that the awarded Bidder fails to perform any of the duties described in the above paragraph, this shall 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.
3. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of District's request written evidence acceptable to the District documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.

The District reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the District.

The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489 and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.
 4. **ANNUAL APPROPRIATION:** This Bid is conditional upon the District having funding to implement the Contract.
 5. **DEFINED TERMS:** Terms used in these Instructions to Bidders, have the meanings assigned to them in the Industry involved in the subject matter of the Bid, in the Martin County School District, Standard General Conditions of the Construction Contract.
 6. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the Bidder and not the District, and are not to be charged to the District.
 7. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the District may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by the Sheriff's Office to establish the competency, responsibility, qualifications and financial ability of the Bidders,



proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time. The Board reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the District's satisfaction.

The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The District shall be the sole judge in determining the Bidder's qualifications.

8. **FACILITIES:** The District reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business and is a responsible Bidder.

The District also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

9. **INQUIRIES/AVAILABILITY:** Inquiries concerning this ITB should be made in writing. The District will respond to written inquiries, if received at least seven (7) calendar days prior to the date scheduled for opening the bids. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the District **shall make every attempt to issue such addenda** at least seven (7) calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via the Purchasing Website:** <https://www.martinschools.org/Page/945> to Vendor Registry and DemandStar. No interpretation shall be considered binding unless provided in writing to the Martin County School District Purchasing Department. **It is the sole responsibility of the Bidder to ensure all addenda are received.**

CONTACT WITH MARTIN COUNTY SCHOOL DISTRICT PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

10. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute an acceptance by the Bidder of any subsequent decision by the District. MCSD will receive written requests for clarification concerning the meaning or interpretation of this ITB by issuance of addenda via DemandStar and Vendor Registry, until seven (7) days prior to the bid opening date. Questions shall be emailed to bids@martinschools.org with reference to the ITB number in the subject for faster recognition only questions answered by formal written Addenda issued by the MCSD Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

It is the sole responsibility of the Bidder to ascertain whether any addenda to this Invitation to Bid has been issued, and to submit all such addenda properly acknowledged with the Bid response.

The District may delay scheduled due dates if it is to the advantage of the District. The District shall notify Bidders of all changes in scheduled due dates by written addenda.

11. **BID DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.demandstar.com/subscriptions> "FREE AGENCY", toll-free 1-800-711-1712, or from Vendor Registry at the Purchasing Website: <https://www.martinschools.org/Page/945>. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

Complete sets of Bid Documents shall be used in preparing Bids. Neither District nor EOR assumes and each disclaims any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

District in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

12. **BID SUBMISSION:** Bidder should submit their bid indicating their name and Project Name, ITB Number, and time and date of the ITB opening. The submission of bids shall be submitted electronically through www.DemandStar.com or bids@martinschools.org by Bidders responding to this ITB no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid submittal to be disqualified. Late bids will be retained unopened.
- 12.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Bidder can only view/submit his/her Electronic Submittal and will not have access to any other Bidder's submittals. The Bidder's Electronic Submittal may be changed at the Bidder's discretion until the ITB Due Date and Time is reached. The Bidder will no longer be allowed to change or have access to the electronic submittal after the ITB Due Date and Time as the District will open all bids on said date. Any Bidder who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
- 12.2 Submit the entire Bid Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
- 12.3 Bids, once opened, become the property of the District and shall not be returned to the Bidders. Upon opening, bids become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
- 12.4 Offers by facsimile, telegram, or telephone are **not** acceptable. All Bidders and their representatives are invited to attend. Tabulations are posted online at www.demandstar.com.
- 12.5 Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder.
- 12.6 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the District may, at the sole discretion of the District, release any Bid and return the Bid Security prior to that date.
- 12.7 It is the sole responsibility of the Bidder to assure that his or her submittal is uploaded to DemandStar or bids@martinschools.org on or before the ITB Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
13. **MODIFICATION OF BIDS:** Bids may only be modified, by an appropriate document duly executed, prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.
14. **BID FORM/SCHEDULE:** Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers. Bidders are required to bid all items to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary



amount for each item may cause Bidder's bid response to be considered non-responsive and rejected.

The District reserves the right to accept any Bid or combination of Bid alternates, reject any and all Bids, waive any and all informalities, minor irregularities, to accept any item or group of items unless qualified by Bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the District reserves the right to make a multiple award if it is in the best interest of the District.

Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

15. **EVALUATION FACTORS:** The District reserves the right to reject the Bid of a non-responsible Bidder that the District determines is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. Further, A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.

The District shall consider the firm's qualifications, compliance of requirements, and time of completion as evaluation factors. In addition, the District may require the apparent successful Bidder to submit a Schedule of Values priced in line item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the District Board.

Any inconsistencies shall be brought to the attention of the intended awardee for adjustment prior to award and acceptance of said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsible. Failure to produce said Schedule of Values within four (4) business days of the District's request may result in the bid being rejected as non-responsive.

The District may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

The District may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Tentative Award.

16. **AWARD OF CONTRACT:** The District reserves the right to award item by item, and/or group by group or on an all or none basis to the lowest responsive, responsible Bidder that provides the best value to the District.

NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE BOARD FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED A SIGNED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE PURCHASING DEPARTMENT.

NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE AGREEMENT(S) OR A PURCHASE ORDER HAS BEEN ISSUED BY THE BOARD TO THE BIDDER. THE BOARD RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE BOARD SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

17. **BID TABULATION:** Bid tabulations shall be posted on www.DemandStar.com and Vendor Registry within ten (10) days after the bid opening.

18. **CONTRACTUAL AGREEMENT:** The submission of your Bid constitutes a firm offer by the Bidder. Upon acceptance by the Board, the Purchasing Department shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and /or contract shall constitute the complete agreement between the successful Bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

The District may attach as a part of this solicitation, a Sample Contract document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Contract document, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Contract document at the time of bid submission. Should no revisions be noted, the District will assume, and the Contractor agrees that the terms and conditions of agreement are acceptable.

19. **CONTRACT TERMS:**
- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
 - b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
 - The Civil Rights Act of 1964, as amended.
 - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
 - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
 - Executive Order 11738.
 - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
 - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
 - Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
 - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
 - Equal Employment Opportunity, 41 CFR Part 60.



- Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States”.)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

20. **SIGNING OF CONTRACT:** The Notice of Tentative Award will be presented to the Successful Bidder. The Legal Department shall issue the contract within ten (10) calendar days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Construction Contract to District. Upon Board approval, the District shall request the required bonds and insurance certificates. The aforementioned documents must be submitted to the District prior to any work being performed. After receipt of requested documents, the executed contract, purchase order, and notice to proceed will be presented to the Awarded Bidder. Each counterpart is to be accompanied by a complete set of the Drawings.

21. **CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

22. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The Contractor shall have a period, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

23. **REJECTION / DISQUALIFICATION OF BIDDER:** The Board, at its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received, when in its sole judgment, it shall best serve public interest. The right is reserved

to reject any and all Bids or to accept the one deemed by the District to be the most advantageous. Contractor’s bid shall be rejected as non-responsive if any of the following exist (this list is not all inclusive):

- More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.
- The District reserves the right to reject the bid of any Bidder in arrears or in default upon any debt or contract to the District or who have failed to perform faithfully any previous contract with the District or with other governmental jurisdictions.
- If there is reason to believe that collusion exists between Bidders.
- Bids that are judged to be mathematically or materially unbalanced shall be rejected.
- The Bid Package is found to have concealed or contained false and/or misleading information.
- Executed requested Attachments/Affidavits are not completed or submitted.
- Incomplete execution of documents, Bidder signature page, and Bid submittal form.
- Not licensed to perform the required work or provide the required product.
- Not eligible to bid due to violations listed under, Public Entity Crimes.
- Submission of an irregular bids. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection.
- Non-compliance with applicable laws or contains any unauthorized additions or deletions or contains irregularities of any kind is considered incomplete, indefinite, or ambiguous as to its meaning.

24. **EXECUTION OF BID:** Bidders shall submit their bid response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Bidder. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The bid submittal of a Statement of Bid by the Bidder shall be considered by the District as constituting an Offer by the Bidder to perform the required services.

Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.



Bids by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

25. **NO BID:** If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason for declining. An addendum may be issued to remedy providing the circumstances are determined reasonable.
26. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A District representative shall verify this information prior to return of the Bid and Bid Security, if applicable.

However, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the District and successfully demonstrates that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Bidder shall be disqualified from further bidding on the work to be provided under the Bid Documents.

27. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the DISTRICT.

The Bidder represents and warrants to the District the following:

- No officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder.
- Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract.
- Bidder acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract.
- Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes.
- Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the District.
- Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the District shall have the right to terminate

the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

The Bidder shall promptly notify the District in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Bidder. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the District shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Bidder under the terms of this Contract.

28. **NON-COLLUSION:** By submitting a bid, the Bidder certifies that it has not divulged discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming.
29. **PUBLIC ENTITY CRIMES:** The Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its bid response information regarding any of these actions or proposed actions with other governmental agencies.

Pursuant to Section F.S. 287.133, FS 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 Vendor, supplier, sub vendor, 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 F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

Any employees involved in any F.S. Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Bidder's contract at the sole discretion of the District. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

30. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any



claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 772. 219.1200, ext. 30201, 1939 SE Federal Highway, Stuart, Florida 34994 or click [here](#).

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
 - Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 - A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
 - If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.
31. **LICENSES:** Bidders, 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 receipt. The submittal of any bid from a Contractor that is not fully licensed and/or certified shall be rejected.
 32. **PERMITS:** The Bidder(s) shall be responsible for obtaining any necessary permits and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.
 33. **SUNBIZ:** Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
 34. **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
 35. **BIDDER MAILING ADDRESS:** It is the responsibility of every Bidder to register and maintain their current registration information. Bidders that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. Bidders that have received the ITB documents from Vendor Registry must maintain their information on their database. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar shall be used to make notice of ITBs and other information to Bidders.
 36. **MINORITY BUSINESS PARTICIPATION:** The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime Contractors, and subcontractors in contracting opportunities.
 37. **JOINT BIDS:** In the event multiple bidders submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall



include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Bid.

38. **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 the Contract.

Bidders are hereby advised that they are not to lobby with any District personnel or board members related to or involved with this bid until recommendation for award. All oral or written inquiries must be directed through the Purchasing Department.

Any Bidder or any individuals that lobby on behalf of Bidder during the time specified shall result in rejection / disqualification of said bid.

39. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

40. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

41. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.

The cone of silence terminates at the time the School Board acts on a written recommendation from the purchasing department or planning and construction department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides

notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

The purchasing department and planning and construction department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee shall subject said employee to disciplinary action up to and including dismissal from service.

42. **ASSIGNMENT:** The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

43. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the District. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the ITB.

Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-bidder(s) and the District. The awarded Bidder(s) shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

44. **STATE OF FLORIDA TERM CONTRACTS 1010.04, F.S.:** (1)(a) Purchases and leases by school Districts and Florida College System institutions shall comply with the requirements of law and rules of the State Board of Education. (b) Before purchasing nonacademic commodities and contractual services, each District school board and Florida College System institution board of trustees shall review the purchasing agreements and state term contracts available under s. 287.056 to determine whether it is in the school board's or the board of trustees' economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

"The purchasing agreements and state term contracts available under s. 287.056 have been reviewed, and it is determined that the best course of action is to issue a solicitation."



45. **REPRESENTATIVE:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.

46. **BID AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Bidder might consider to be confidential or a trade secret. The Bid will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**



SECTION III
GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the Martin County School District by all prospective Bidders, including but not limited to, Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "Bid", and "Proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

1. **TERM CONTRACT:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.
 - 1.1 **Contract Period:** This contract shall be effective July 1, 2023, through June 30, 2024, subsequent to approval by the proper District authorities. The contract may be renewed for two (2) additional (1) one-year periods provided both the successful proposers and the District agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the District and the successful Bidder.
 - 1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the District with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties agree. Total contract length, including individual one-year extensions, shall not exceed three (3) years.
 - 1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the District, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the District only when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the District if the market so reflects. The District reserves the right to not renew any contract regardless of price considerations.
 - 1.4 **Contract Extension:** The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Successful Proposer in writing of such extensions.
 - 1.5 **Contract Amendment:** MCSB may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the District reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

2. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.

3. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the ITB or Contract Documents, the order of precedence (lower number item controls) shall be as follows:
 - Amendment
 - Change Order
 - Contract/Agreement or Purchase Order
 - Addenda
 - Bid Form, if applicable
 - Special Conditions
 - General Terms and Conditions
 - Instructions to Bidders
 - Invitation to Bid

4. **BID SECURITY:** When required by the Bid documents, as specified in Section IV, Special Conditions) each Bid must be accompanied by a Bid security made payable to the Martin County School District in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a Surety that must have a "Best" rating of "A", and be authorized to do business in Florida.

Said check or Bid Bond shall be made payable to the Martin County School District and shall be given as a guarantee that Bidder, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the District, and furnish the necessary documents including, but not limited to: insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the Invitation to Bid.

The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

The Bid Security of the Successful Bidder shall be retained until such Bidder has been awarded a binding Contract or Purchase Order or Contract security whereupon the Bid security shall be returned. If the apparent Successful Bidder fails to execute and deliver the Purchase Order or Contract and furnish the required contract security within fifteen (15) calendar days after the Notice of Tentative Award, which is issued prior to the District's award of Purchase Order or Contract, the District may annul the Notice of Tentative Award, and the bid security of that Bidder shall be forfeited and retained by the District. The District may then recommend to the Board to accept the Bid of the next lowest responding Bidder or re-advertise for bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though it was the original Successful Bidder.

There shall be no binding contract until such time as the Board or designee executes the Contract or issues the Purchase Order as the final award of the contract. The Bid Security of other Bidders whom District believes to have a reasonable chance of receiving the award may be retained by the District until the earlier of the seventh day after the effective date of the Purchase Order or Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders shall be returned. Bid security with Bids which are not competitive or responsive shall be returned upon award of the Bid.

5. **EXAMINATION OF BID DOCUMENTS & SITE:** Bidder must satisfy itself by personal and thorough examination of the location



of the proposed work, Bid Documents, requirements of the work and the accuracy of the estimate of the quantities of the work or materials; and Bidder shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount to be done.

By submission of its Bid, Bidder affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the WORK and which Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Bid Documents and/or Bidder has satisfied itself with respect to such conditions and it shall make no claims against the District or the EOR if on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the District will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the District.

Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.

5. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding ONLY if issued through the District's Purchasing Office.
6. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The District reserves the right to Bid separately any item or service if deemed to be in the best interest of the District.
7. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the District, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.
8. **CONTRACT SECURITY/INSURANCE:** When required by the specification herein, the successful Bidder shall furnish, a Performance Bond, Payment bond, and/or Warranty bond, and insurance certificates as stated on the cover page of this solicitation, on the DISTRICT's forms, within ten (10) calendar days after notification of award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the DISTRICT as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the DISTRICT would sustain due to BIDDER's failure to furnish said bonds.
9. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

10. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific District address. All delivery costs and charges must be included in the bid price. The District reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award.

NOTE TO VENDORS DELIVERING TO MARTIN COUNTY SCHOOLS WAREHOUSE: Normal receiving hours are Monday through Friday (excluding holidays) 7:00 A.M. to 2:30 P.M. Summer receiving hours, typically mid-June to early August, are 6:30 AM to 3:30 PM, Monday through Thursday. This warehouse is located at 2845 SE Dixie Highway, Building 7, Stuart, Florida 34997.

11. **MISTAKES:** Bidders are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail, and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a property certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

Martin County School District
 Attn: Accounts Payable Department
 1939 SE Federal Highway
 Stuart, FL., 34994
invoices@martinschools.org

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

All invoices submitted shall consist of an original and one (1) copy.

- clearly referenced the subject Contract or Purchase Order number.
- provide a sufficient salient description to identify the goods or services for which payment is requested.
- contain date of delivery.
- original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated District employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The District shall accept partial deliveries.

The invoice shall contain the Bidder's Federal Employer Identification number.

The District's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must



have been previously approved by the District and appear on the Contract or Purchase Order document to be binding on the District.

Should the District return an invoice for correction, the Vendor shall resubmit a corrected invoice to the District for processing.

Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

13. **ESTIMATED QUANTITIES:** The estimate of the various quantities of goods and services applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities received.

The District reserves the right to increase or reduce the quantities and to completely eliminate any items listed in the Bid Form in order that the items or work can be completed within the amount of available funds.

14. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

15. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected as non-responsive.
16. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this Bid is implied or given.
17. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.

18. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Bidders may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Bidder (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials and supplies under \$1,000.

19. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the ITB award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the District's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

20. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the District shall be final and binding on both parties.

21. **BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

21.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

21.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

21.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

21.4 In order for the District to consider the protest, the protesting party shall deliver with the formal written protest to the District a "protest bond" in the amount as follows:

21.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and

21.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

21.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

21.4.4 If the protest (with respect to 21.2 above) the protest bond shall be the same as 21.4.1 and 21.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

22. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

23. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and



Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

24. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.
25. **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.

Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

26. **DEMONSTRATIONS/SAMPLES/MOCKUPS:** The District may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

When requested, samples are to be provided free of charge to the District. If a sample is requested, it must be delivered within seven (7) days of the request unless otherwise stated in the bid documents. Each sample must be marked with the following:

- The Bidder's name, the bid item and the manufacturer's number.
- Samples shall not be returned unless the Bidder requests it when samples are delivered.
- Samples must be a complete pack, box, bag, etc. of the required items(s), packaged as specified in the bid document.
- Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.
- Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that **do not conform** to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

The District may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

27. **COPYRIGHTS OR PATENT RIGHTS:** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered

as a result of this ITB. The seller agrees to hold the District harmless from all liability, loss or expense occasioned by any such violation.

28. **DEFAULT:** In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred released.
29. **EMPLOYEES:** Employees of the awarded Bidder shall at all times be under its sole direction and not an employee or agent of the District. The Awarded Bidder shall supply competent and physically capable employees. The District may require the Awarded Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Bidder shall be responsible to the District for the acts and omissions of all employees working under its directions.
30. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- 30.1 During the performance of the Contract, the awarded Bidder shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers.
- 30.2 The awarded Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 30.3 The awarded Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 30.4 The awarded Bidder further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Bidder shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities.
- 30.5 Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.
31. **TAXES:** The District is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.
32. **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in accordance with Florida Statutes and shall be included in the Contract Price stated by the Contractor.
33. **DIRECT MATERIAL PURCHASES:** The District reserves the right to issue purchase orders for materials to either the Contractor's or the District's suppliers for construction related materials.
34. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.



35. **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative ITB agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this ITB, if it is in the best interest to do so. The District also reserves the right to separately ITB any single order or to purchase any item on this ITB if it is in its best interest to do so.
36. **COOPERATIVE PURCHASING AGREEMENTS:** All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, **should the awarded Bidder(s) deem it in the best interest of their business to do so.** This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to re bid any or all items.
37. **RIGHTS TO BID DOCUMENTS:** All copies and contents of any bid, attachment, and explanation thereof submitted in response to this ITB (except copyright material), shall become the property of the School District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner, it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.
38. **SEVERABILITY:** Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this ITB. If any term or provision of this ITB or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ITB or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.
39. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida. The venue of any legal action resulting from this Proposal shall be Martin County, Florida.
40. **EXPENSES:** Neither the DISTRICT nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Bidder. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.
41. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the District as non-responsive or irregular. However, the District reserves the right to waive any irregularities, technicalities or informalities in any proposal. The District reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.
42. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.
43. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The District shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The District shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the District.
- Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
 - Subcontractors
 - Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
44. **FLORIDA PREFERENCE:** Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.
45. **THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION:** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States.
- The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
46. **PERSONAL INJURY AND PROPERTY DAMAGE:** The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.



47. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Purchasing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Director of Purchasing.

48. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITB. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this ITB and the Contractor's authorized signature affixed to the submittal signature section attests to this.



SECTION IV SPECIAL CONDITIONS

4.1 QUALIFICATIONS OF BIDDERS

This ITB shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified. The Bidder should submit the following information with their bid response package to be considered responsive for the District to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid response being considered non-responsive.

- A. Bidder must submit proof of current licenses and certifications for staff to perform work as specified in the state of Florida.
- B. Bidder must comply with F.S. 456.053, Patient Self-Referral Act of 1992.
- C. Contractor must provide trained personnel with experience and skills to perform the work; and be a licensed physical therapist or National Athletic Trainers' Association (NATA) certified licensed athletic trainer employed by the Respondent. Contractor will provide (Through the Optimal Performance Calculator) Minimum Body Fat Percentage testing for up to 120 student-athletes shared between the three high schools.
- D. Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or School District (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners. Firm shall not include Martin County School District as a reference.
- E. Contractor must provide an assigned Supervisor (to the District account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services at no additional charge.
- F. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the District, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the District, or who is deemed irresponsible or unreliable by the Martin County School Board in its sole discretion.
- G. Bidder agrees to provide a written summary of the procedures Bidder uses to safeguard Confidential Records. A breach of these confidentiality requirements shall constitute grounds to terminate the agreement.

4.2 BADGE POLICY

This work is to take place on an active campus. All personnel working onsite with this project must always have & wear MCSD badge on the site. The Awarded Contractor must apply for the MCSD Badge and pay for all associated costs for each individual working on the project.

4.3 IDENTIFICATION

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts and vehicles. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

4.4 SUBCONTRACTING

It is the intention of this bid not to subcontract any work. However, if a vendor must subcontract, they may not subcontract any more than 25% of any portion of this contract for any reason. (The District discourages subcontracting practices for any substantial portion of the requested services in this bid). **If bidders are subcontracting, this information is to be submitted with their bid response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, license number, type of work to be performed and percentage of work that may be provided by Subcontractor.**



The District reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award. Changing subcontractors throughout the course of the contract is prohibited, unless the using department and the Purchasing Department approve changes in writing by Bidder's written request. The District reserves the right to reject any request to change subcontractors.

4.5 AWARD METHOD

The District intends to award a contract to the lowest Responsive and Responsible bidder. However, if determined in the District's best interest, the District reserves the right to award to multiple responsive vendors.

4.6 PERFORMANCE

Throughout the contract period the Consultant(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications, and requirements of the ITB and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Vendor's receiving an unacceptable rating shall be served by written notice by the Purchasing Department. The District shall be the sole judge of nonperformance.

4.7 NO REFERRAL

It is not the purpose of this ITB to induce or encourage the referral of patients. The parties agree that the benefits to each of the parties hereunder do not require, are not payment or inducement for, and are not in any way contingent upon the admission, referral or any other arrangement for the referral of any patient. Nothing in this ITB will be construed as a receipt, offer, or payment of any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual for the furnishing of any item or service or for arranging or recommending such for which payment may be made, in whole or in part, by Medicare, Medicaid, or any other governmental medical program.

4.8 TERMINATION CLAUSES

- A. The Contract may be terminated as follows:
1. By the District, at its convenience pursuant to paragraph B, below.
 2. By the District for Contractor's failure to adequately perform the Contract, pursuant to paragraph C, below.
 3. By the mutual Contract of the parties, or as may otherwise be provided below.
 4. In the event of the termination of the Contract, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated, or released.
- B. **Termination for District's Convenience:** The District, by a written 30-day notice, shall have the right to terminate and cancel the Contract, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, the District shall pay the Contractor for the work actually performed. The District shall not be liable to the Contractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.
- C. **Termination for Contractor's Failure to Perform:** In addition to any other termination provisions that may be provided in the Contract, the District may terminate the Contract in whole or in part if the Contractor makes a false Invoice or fails to perform any obligation under the Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the Contractor of written demand from the District to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the failure. In the



event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the District against loss pertaining to this termination.

- D. **Default:** In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred thereby.
- E. **Payment Upon Termination:** Upon termination of the Contract, the District shall pay the Contractor for those Services actually rendered and contracted for under the Contract, and those reasonable and provable expenses required and actually incurred by the Contractor for Services prior to the effective date of termination. Where the Contract is terminated for cause by the District, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the District as a direct result of the termination.



SECTION V
SCOPE OF WORK

5.1 OVERVIEW

It is the intent of the District to contract with one or more qualified firms to provide licensed and certified Sports Physical Therapy and Athletic Trainer Services and shall:

- A. Provide athletic trainers capable to work on sports fields, preventing injuries by applying tape and other protective devices, including discussing options with coaches, team physicians or Athletic Director. When injuries occur, Trainers are to be at the scene first to administer first aid or emergency care, followed by implementing treatment programs for the injured.
- B. Provide physical therapists capable to focus on sports injuries, but also deal with a wider range of movement problems related to athletic injuries, such as sprains and strains. Therapist shall initially treat then refer athlete to follow up with physician, if necessary or may make recommendations.
- C. Provide CPR training for up to 120 MCSD coaches annually and include three (3) dates per high school, mutually agreed upon, between the County Assistant Principal over Athletics and awarded vendor providing physicals for student-athletes.
- D. 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.
- E. Provide OPC Minimum Body Fat Percentage testing for up to 120 MCSD student-athletes annually and include one (1) date per high school, mutually agreed upon, between the County Assistant Principal over Athletics and awarded vendor providing physicals for student-athletes.

5.2 BACKGROUND

Currently, services have been provided for the following sports engagements at Martin County School Board High School locations, as listed below, at 4000 hours combined for all high schools per year at the rate of \$35.00.

Martin County High School 2801 S. Kanner Hwy. Stuart, FL 34992	South Fork High School 10000 SW Bulldog Way Stuart, FL 34997-2799	Jensen Beach High School 2875 NW Goldenrod Rd. Jensen Beach, FL 34957
Boys/Girls Bowling	Boys/Girls Track	
Boys/Girls Cross Country	Football	
Boys/Girls Golf	Volleyball	
Boys/Girls Swimming & Diving	Girls Weightlifting	
Boys/Girls Basketball	Wrestling	
Boys/Girls Soccer	Baseball	
Boys/Girls Lacrosse	Flag Football	
Boys/Girls Tennis	Softball	



5.3 **WORK OBJECTIVES**

- A. Weekly visits to each high school for the purpose of evaluating injuries sustained by students because of their participation in school-related activities at no additional charge and will not be included in billable hours.
- B. Attend any athletic event 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 or designee.
- C. Attending any athletic event as scheduled with the Athletic Director to provide sports physical therapy coverage.
- D. Awarded Firms shall serve as liaison between the student athlete and his or her health care provider.
- E. In the event of a blood born pathogen exposure, the Bidder shall be responsible for using reasonable effort to handle and obtain consent of the blood test and release of the results and necessary efforts to facilitate testing. However, firm takes no accountability of related expenses.
- F. Provide a licensed physician to be present on-site/sidelines for each varsity in-county home football contest.
- G. Provide three (3) dates (annually) per high school mutually agreed upon between the County Athletic Director and vendor providing physicals for student-athletes.
- H. Conduct annual CPR/Standard First Aid training for all necessary athletic staff at high school sites. Class attendance shall be conducted with an acceptable ratio per classroom to receive CPR, First Aid, and AED Certification. Training shall be conducted by certified instructors. Certification should be standard American Heart Association or American Red Cross or equivalent. CPR and First Aid training is not included in billable hours and will be priced separately.

5.4 **SERVICING PROCEDURES**

- A. All event schedules must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work must be mutually reviewed and approved by the Contractor and Athletic Director. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the District may, at any time, secure similar or identical services at its sole option.
- B. Contractor shall respond within 24 hours after the initial request to evaluate, review the requirement, and develop a plan for services. At no cost to the District, the Contractor shall meet with the Athletic Director or designee at the site where work is needed to determine the type of work to be performed. The Contractor shall endeavor to assign all requested services without the necessity of overtime labor.
- C. Upon completion of services, the Athletic Director reserves the right to request the Contractor's assigned supervisor to review and provide written acknowledgement/report that work performed by their staff has been completed. Supervisors review to be at no additional charge to the District and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor and submitted to the Athletic Director by email address provided to the awarded Contractor.
- D. Contractor must maintain complete and accurate records of all services provided for injured athletes pursuant to the terms of this agreement. Contractor shall submit a written work order on a weekly basis per school per specialist. This work order shall include a total firm cost to the District itemized as follows; labor hours, equipment, itemization costs for materials, a brief description of



the scope to be done, type of event, and location of work. (Upon Request, District may request copies of manufacturers list pricing from Contractor’s suppliers as proof of material cost), if required.

5.5 SAMPLE FORMS

The District is hereby requesting sample(s) of the following to be submitted with bid response:

- Timesheet
- Invoice

5.6 WORK ORDER, INVOICING AND PAYMENT

- A. **Time Sheet/Work Order:** The Bidder shall provide their specialists with time sheets to record work hours. Time sheets will be submitted weekly per school per specialist authorized/signed by the Contractor’s designated supervisor for time spent on Work under this Contract. A copy of the approved work order/time sheets shall be attached and submitted with Proposer’s related invoice. The District will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable. All rates quoted shall include travel means, labor and all materials required.
- B. **Invoicing:** Submit a single monthly invoice reflecting the name of the School, type of position/evaluation for services, event, date worked, hourly billable labor rate, hours worked, including total, and purchase order number accompanied by a copy of the approved work order/time sheet bearing the signature of the Contractor’s assigned supervisor and the Athletic Director or the coach receiving services.
- C. **Payment:** Payment will be paid upon completion and acceptance of the work, net 30 days. Invoices will be checked to confirm compliance with work order/timesheets. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (**ACH**) electronic network for financial transactions with authorization.

5.7 ESTIMATED USAGE/EXPENDITURE

The quantities requested are estimates expected to be purchased during the term of award. The School District of Martin County makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease actual need for these services with the written approval of the Athletic Director or Designee at the contracted rate. Unit prices must include all value-added services outlined in this Invitation to Bid. The estimated annual usage of hours per school is 1,200 hours for an annual total of 3,600 hours. The Athletic Director may request additional hours at the contract rate on an as needed basis that exceeds 4,000 annual hours with Board approval. The bidder agrees that the price for additional hours is at the same contracted rate.

5.8 CANCELLATION POLICY

- A. **Cancellation Prior to Event Date:** The District reserves the right to cancel and reschedule postponed sporting event due to inclement weather, including but not limited to, severe conditions, hurricanes, excessive winds, or any other uncontrollable circumstances. Contractor cannot accrue billable hours if cancelled prior to event date but may on rescheduled event date.
- B. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period equal to the time lost due to such delay.
- C. **Weather Delay:** Upon approval by the Athletic Director or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevent adherence to the planned event schedule, the District may require a rescheduled game to be conducted later. If there



is a delay in the game or event due to WEATHER CONDITIONS ONLY, Contractor may bill for time on site only during delay. No other cost adjustment shall be considered for that delay.

5.9 **CONFIDENTIAL RECORDS**

The Bidder acknowledges that certain information about the MCSB's students is contained in records created, maintained or accessed by the Bidder and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related MCSB policies, as amended from time to time, currently available at <https://go.boarddocs.com/fl/martin/Board.nsf/Public#tab-policies>. Confidential information cannot be disclosed unless valid consent is obtained from the MCSB's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the MCSB's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

- A. Bidder agrees that it may create, receive from or on behalf of the MCSB, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Bidder represents, warrants, and agrees that it will:
1. Hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as
 - a. permitted or required by this Agreement,
 - b. required by law, or
 - c. otherwise authorized by the MCSB in writing.
 2. Safeguard the Confidential Records according to commercially reasonable administrative, physical, and technical standards as required by law; and
 3. Continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement.
- B. At the request of the District, Bidder agrees to provide a written summary of the procedures Bidder uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for to terminate agreement.



SECTION VI INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

**Waiver of Subrogation**

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SAMPLE INSURANCE ACCORD ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

Current Date
DATE (MM/DD/YYYY)
5/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Florida Insurance, Inc. Insurance Agent/Broker Name and Address (legal entity)	CONTACT NAME: PHONE: _____ FAX: _____ (AC No. Exp: _____) (AC No.)
	EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: _____ NAIC # _____ INSURER A: ABC Insurance Company
INSURED Sample Named Insured Address City, State, Zip Code Vendor/Service Provider Name and Address (legal entity)	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____
	INSURER F: _____

COVERAGES **CERTIFICATE NUMBER:** CL1672117628 **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	IND. (IND.)	SUBR. (SUBR.)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PERCT <input type="checkbox"/> LOC OTHER: _____	X	X	Required, with valid dates			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			If applicable, with valid dates			COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ _____
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF. RETENTIONS \$ _____			If applicable, with valid dates			EACH OCCURRENCE \$ _____ AGGREGATE \$ Indicate if any \$ _____
D	NON-EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	If applicable, with valid dates			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - PER EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PARTICIPANT COVERAGE			If applicable, with valid dates (i.e. athletic activities, sports recreation games, etc.)			Per Accident Per Occurrence \$ 25,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Indicate additional insured status and a description of the activity or service, include limitations, if any.

CERTIFICATE HOLDER School Board of Martin County 1939 SE Federal Hwy Stuart, FL 34994 (772) 219-1200 Name and address as shown	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature required
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**SECTION VII
FORMS**

- 7.1 BID COVER PAGE CHECKLIST/BID FORM
- 7.2 BID FORM
- 7.3 SCHEDULE OF BID PRICES
- 7.4 BIDDER'S QUALIFICATIONS STATEMENT
- 7.5 SUBCONTRACTOR LIST
- 7.6 REFERENCE FORM
- 7.7 NON-COLLUSIVE AFFIDAVIT
- 7.8 CONFLICT OF INTEREST
- 7.9 DRUG FREE WORKPLACE
- 7.10 PUBLIC ENTITY CRIMES
- 7.11 NO BID



BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____

BID NO: _____

COMPANY NAME: _____

PHONE NO: _____

- 1. Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com or bids@martinschools.org containing all of the required information **prior to the Bid deadline**. Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.
- 2. Bid Form/Schedule/Bid Submittal Certification: **Carefully read all Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 3. Bidder's Qualification Statement: **Complete and sign the Bidder's Qualification Statement.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 4. Subcontractor List: **Complete the form.**
- 5. References: **Complete and submit references on the designated Form.**
- 6. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it notarized.
- 7. Conflict of Interest: Complete and sign the form.
- 8. Drug Free Workplace Form: **Sign the Drug Free Workplace Form.**
- 9. Public Entity Crime Statement: Sign the Public Entity Crime Statement and have it notarized.
- 10. Proof of Insurance: Include proof of insurance containing **a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the DISTRICT and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the DISTRICT, and their officers, directors, agents, and employees as "additional insured"**. Attach to the back of your submittal.
- 11. Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.
- 12. **Proof that firm is registered with Florida Division of Corporations (<https://dos.myflorida.com/sunbiz/>) and Business Tax Receipt, if applicable.**
- 13. **IF "NO BID" is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**



BID FORM

BID NAME: _____

BID NO: _____

Submitted By: _____
(BIDDER)

Date: _____

A. SCOPE OF WORK

The scope of work consists of obtaining professional services for Athletic Trainer / Sports Physical Therapy Services, including wrestling OPC certification for Minimum Body Fat Percentage, CPR, and standard first aid, including student-athlete physicals at the three (3) High School locations, effective July 1, 2023 through June 30, 2024, with (2) one (1) year renewal options.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or School District (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners. Firm shall not include Martin County School District as a reference.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the DISTRICT to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the DISTRICT within ten (10) days after the date of DISTRICT'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
 - c. BIDDER has given the DISTRICT written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the DISTRICT is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.



5. Communications concerning this Bid shall be as follows:

Contact Person	_____
Business Address	_____
City, State, Zip Code	_____
Business Phone Number	_____
Fax Number	_____
Cell Phone Number	_____

6. Other pertinent information is as follows:

License Number (Please Attach Copy)	_____
Federal Tax ID#	_____
Federal Employment ID #	_____



SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, the cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The District intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, equipment, tools, materials, cleanup and other means to successfully complete the services herein.

GROUP A – PROFESSIONAL SERVICES					
Item#	Description	Estimated Qty	Estimated Annual Hours	Hourly Rate	Annual Total
1	Athletic Trainer Services	3	4,000	\$	\$
2	Physical Therapist Services	3	2,100	\$	\$
Group A - Total (Item #'s 1 + 2 =)					\$
GROUP B – CPR & FIRST AID TRAINING					
Item#	Description	Estimated Qty	UOM	Unit Price	Annual Total
1	CPR	120	EA	\$	\$
2	First Aid	120	EA	\$	\$
Group B - Total (Item #'s 1 + 2 =)					\$
GROUP C – PHYSICALS					
Description	Estimated Qty	UOM	Unit Price	Annual Total	
Student Athlete Physicals: (4 physicians for 3 hours – 3 dates per school – 3-hour sessions each)	120	EA	\$	\$	
GROUP D – WRESTLING WEIGHT CERTIFICATION					
Description	Estimated Qty	UOM	Unit Price	Annual Total	
Annual OPC Minimum Body Fat Percentage Testing	120	EA	\$	\$	
Overall Grand Total (Group A + Group B + Group C+ Group D=)					\$
<p>Estimated hours and quantities may vary. Estimation is for bid evaluation purposes and shall not be construed as a guarantee of services. Actual hours or quantities needed may vary depending upon priorities and budgeting.</p>					

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL



Submitted on this _____ day of _____, 2023.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.



CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 2023, between the Martin County School District, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2023.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 2023 by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number



CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 2023, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 2023, between the Martin County School District, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2023.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 2023 by _____ who is personally known to me or who has presented the following type of identification:
_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number



BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____

(Please attach certificate of status, competency, and/or state registration.)

Certification: MBE SFDB MWBE DVBE SBA Other

(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Contractor in this type of work: _____

Number of years under your present business name?

3. How many years under a previous business name? List name(s) below.

4. Type of Business:

Sole Proprietorship Partnership Corporation Joint Venture

If a Corporation, answer this: _____

If a Partnership or Individual Proprietorship, answer this: _____

Date of incorporation: _____

Date of organization: _____

In what State: _____

If a partnership, state whether partnership is general, limited association: _____

5. Contractor to provide details of uniform and identification worn by employees. _____

6. Provide office hours and contact information of staff responsible for coordination of services.



7. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

**SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

8. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business



9. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

10. Other Office Locations – Location of other offices from which resources may be drawn.

11. Firm is a certified Minority Business Enterprise as defined in Florida Statute 287.09431, and proof is attached.
Yes No

12. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe.

13. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

14. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution.

15. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

16. Does your organization currently provide these services to any other school district? _____. If so, please list.

17. Is Bidder in compliance with F.S. 456.053, Patient Self-Referral Act of 1992? Please provide explanation.

18. What is the last project of this nature that you have completed, please provide details?

19. Bidder agrees to provide a written summary of the procedures Bidder uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds to terminate agreement.



20. Have you personally reviewed the proposed services, and do you have a complete plan for its performance?

21. List your firm, licensing, type of work licensed for, and the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

22. Contractor must provide an assigned Supervisor (to the District account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services at no additional charge. Provide Contact information, email, phone number and dates employed for verification, etc.

Name: _____ Title _____

Day Telephone Number: _____/Cellular/Pager Number _____

Fax: _____ Email: _____ Co. Website: _____

____ Number of Years with Firm ____ Years of Technical Experience

____ Number of Years of Management Experience in overseeing staff

Area(s) of Responsibility: _____ Technical Certification/License obtained _____

Additional Information: _____

23. Will you sublet any part of this WORK? If so, give details and complete subcontracting form.

24. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

25. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.



26. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

27. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the DISTRICT to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the DISTRICT to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the DISTRICT and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the DISTRICT and persons, or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

Print Name/Title

Date:

Signature

Email:



REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or School District (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners. Firm shall not include Martin County School District as a reference.

#1 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

#2 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

#3 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$



NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 2023 by _____ who is personally known to me or who has presented the following type of identification: _____.

SEAL

Notary Public (Signature), State of Florida

My Commission Expires: _____



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	MCSB Title or Position of Bidder's Employee	MCSB Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by BIDDER who are also an employee of MCSB.
- I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of MCSB, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB 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 ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and 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 ITB 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 ITB, 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.

Signature

(Print or Type Name)



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 2023 by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number



STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____

ITB NO: _____

COMPANY NAME: _____

PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

Insufficient time to respond to solicitation.

We do not offer this product/service or equivalent.

Our project schedule would not permit us to perform.

Unable to meet specifications, please explain _____

Unable to meet requirements, please explain _____

Specifications unclear, please explain _____

Other, please specify _____

REMARKS:

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE MCSB FOR FUTURE PROJECTS.

Typed Name

Title

Signature

Date



SECTION VIII
SAMPLE AGREEMENT

SECTION VIII
SAMPLE AGREEMENT



ITB# 1005-LD-2023

**ATHLETIC TRAINER/
SPORTS PHYSICAL THERAPY SERVICES
FOR MARTIN COUNTY SCHOOL DISTRICT**

Purchasing Department
2845 SE Dixie Hwy Stuart, FL., 34997-5037



SAMPLE

MARTIN COUNTY SCHOOL BOARD CONTRACT

FOR

ITB NO. 1005-LD-2023

ATHLETIC TRAINER/SPORTS PHYSICAL THERAPY SERVICES

This CONTRACT, hereinafter "Contract," awarded and entered into the 18th day of April, 2023, by Agenda Item # _____, and between _____, hereinafter referred to as "Contractor" and the Martin County School District (K12), 1939 SE Federal Highway, Stuart, Florida 34994, hereinafter referred to as "District", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

The District intends to enter into an agreement with Contractor for the provision of Athletic Trainer / Sports Physical Therapy Services, including wrestling OPC certification for Minimum Body Fat Percentage Clearance, CPR and standard first aid and the payment for those services by the District as set forth herein. All services for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup and other means necessary to complete the described work in accordance with the specifications, and contract documents:

Section 1. Scope of Service

Provide athletic trainers capable to work on sports fields, preventing injuries by applying tape and other protective devices, including discussing options with coaches, team physicians or Athletic Director. When injuries occur, Trainers are to be at the scene first to administer first aid or emergency care, followed by implementing treatment programs for the injured.

Provide physical therapists capable to focus on sports injuries, but also deal with a wider range of movement problems related to athletic injuries, such as sprains and strains. Therapist shall initially treat then refer athlete to follow up with physician, if necessary or may make recommendations.

Provide CPR training for up to 120 MCSD coaches annually and include three (3) dates per high school, mutually agreed upon, between the County Assistant Principal over Athletics and awarded vendor providing physicals for student-athletes.

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.

Provide OPC Minimum Body Fat Percentage testing for up to 120 MCSD student-athletes annually and include one (1) date per high school, mutually agreed upon, between the County Assistant Principal over Athletics and awarded vendor providing physicals for student-athletes.

II. CONTRACT PROVISIONS

Section 2. Period of Service

2.1 Term of Contract

The initial term of this contract shall be for a one (1) year period effective from July 1, 2023 through June 30, 2024 with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties. The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over

the first ninety (90) day extension may not exceed six (6) months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Contractor in writing of such extensions.

The performance period of this contract may be extended upon mutual agreement between the Contractor and the District with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties mutually agree. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Prior to each annual renewal, the District may consider price adjustment(s) only when a written request is received a minimum of (180) days prior to the renewal date for review and approval by the District. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the District. All price increases must be documented, and Board approved by the District. It is also expected that de-escalation of prices will be extended to the District if the market so reflects. The District reserves the right to not renew any contract regardless of price considerations.

The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Contractor in writing of such extensions.

2.2 Work Objectives

The Contractor shall provide Athletic Trainer / Sports Physical Therapy Services, including wrestling OPC certification for Minimum Body Fat Percentage Clearance, CPR and standard first aid as specified, pursuant to this Contract as hereinafter provided.

Weekly visits to each high school for the purpose of evaluating injuries sustained by students as a result of their participation in school-related activities at no additional charge and will not be included in billable hours.

Attend any athletic event 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 or designee.

Attending any athletic event as scheduled with the Athletic Director to provide sports physical therapy coverage.

Contractor shall serve as liaison between the student athlete and his or her health care provider.

In the event of a blood born pathogen exposure, Contractor shall be responsible for using reasonable effort to handle and obtain consent of the blood test and release of the results and necessary efforts to facilitate testing. However, firm takes no accountability of related expenses.

Provide a licensed physician to be present on-site/sidelines for each varsity in-county home football contest.

Provide three (3) dates (annually) per high school mutually agreed upon between the County Athletic Director and vendor providing physicals for student-athletes.

Conduct annual CPR/Standard First Aid training for all necessary athletic staff at high school sites. Class attendance shall be conducted with an acceptable ratio per classroom in order to receive CPR, First Aid, and AED Certification. Training shall be conducted by certified instructors. Certification should be standard American Heart Association or American Red Cross or equivalent. CPR and First Aid training is not included in billable hours and will be priced separately.

Contractor shall provide trained personnel with experience and skills to perform the work; and be a licensed physical therapist or National Athletic Trainers' Association (NATA) certified licensed athletic trainer employed by the Contractor.

2.3 Servicing Procedures

All event schedules must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work must be mutually reviewed and approved by the Contractor and Athletic Director or Superintendent. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the District may, at any time, secure similar or identical services at its sole option.

Contractor shall respond within 24 hours after the initial request to evaluate, review the requirement, and develop a plan for services. At no cost to the District, the Contractor shall meet with the Athletic Director or designee at the site where work is needed to determine the type of work to be performed. The Contractor shall endeavor to assign all requested services without the necessity of overtime labor.

Upon completion of services, the Athletic Director reserves the right to request the Contractor's assigned supervisor to review and provide written acknowledgement/report that work performed by their staff has been completed. Supervisors review to be at no additional charge to the District and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor and submitted to the Athletic Director by email address provided to the awarded Contractor.

Contractor must maintain complete and accurate records of all services provided for injured athletes pursuant to the terms of this agreement. Contractor shall submit a written work order on a weekly basis per school per specialist. This work order shall include a total firm cost to the District itemized as follows; labor hours, equipment, itemization costs for materials, a brief description of the scope to be done, type of event, and location of work. (Upon Request, District may request copies of manufacturers list pricing from Contractor's suppliers as proof of material cost), if required.

2.4 Cancellation Policy

Cancellation Prior to Event Date: The District reserves the right to cancel and reschedule postponed sporting event due to inclement weather, including but not limited to, severe conditions, hurricanes, excessive winds, or any other uncontrollable circumstances. Contractor cannot accrue billable hours if cancelled prior to event date but may on rescheduled event date.

Force Majeure: Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period equal to the time lost due to such delay.

Weather Delay: Upon approval by the Athletic Director or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevent adherence to the planned event schedule, the District may require a rescheduled game to be conducted later. If there is a delay in the game or event due to WEATHER CONDITIONS ONLY, Contractor may bill for time on site only during delay. No other cost adjustment shall be considered for that delay.

Section 3. Compensation and Method of Payment

3.1 Schedule of Bid Prices

District will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Exhibit B" to this Contract.

3.2 Time Sheet

Contractor shall provide their specialists with time sheets to record work hours. Time sheets will be submitted weekly per school per specialist authorized/signed by the Contractor's designated supervisor for time spent on Work under this Contract. A copy of the approved work order/time sheets shall be attached and submitted with Contractor's related invoice. The District will not be responsible for researching, correcting, or completing inaccurate invoices to otherwise render them acceptable. All rates quoted shall include travel means, labor and all materials required.

3.3 Payment

Payment will be paid upon completion and acceptance of the work, net 30 days. Invoices will be checked to confirm compliance with work order/timesheets. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (**ACH**) electronic network for financial transactions with authorization

3.4 Invoices

The District requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination.

Submit a single monthly invoice reflecting the name of the School, type of position/evaluation for services, event, date worked, hourly billable labor rate, hours worked, including total, and purchase order number accompanied by a copy of the approved work order/time sheet bearing the signature of the Contractor's assigned supervisor and the Athletic Director or the coach receiving services.

Section 4. Audit

The Contractor agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the District the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Employment Verification

Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to School Board. Contractor shall be liable, or all costs incurred by School Board securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Section 6. Contractor Responsibilities

6.1 Independent Contractor

The **Contractor** is an independent **Contractor** and is not an employee or agent of the District. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent **Contractor**, between the District and the **Contractor**, its employees, agents, subcontractor, or assigns, during or after the performance of this Contract.

6.2 Non-Exclusive Contract

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the District may, at any time, secure similar or identical services at its sole option.

6.3 Contractor's Records

As a condition precedent to **Contractor** filing any claim against District, **Contractor** shall make available to District all of **Contractor's** books and records (directly or indirectly related to the claim of **Contractor's** business) requested by District. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

6.4 Confidential Records

Contractor agrees to provide a written summary of the procedures Contractor uses to safeguard Confidential Records. A breach of these confidentiality requirements shall constitute grounds for to terminate agreement.

Contractor acknowledges that certain information about the MCSB's students is contained in records created, maintained or accessed by the Proposer and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related MCSB policies, as amended from time to time, currently available at <https://go.boarddocs.com/fl/martin/Board.nsf/Public#tab-policies>. The confidential information cannot be disclosed unless valid consent is obtained from the MCSB's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the MCSB's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Contractor agrees that it may create, receive from or on behalf of the MCSB, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Contractor represents, warrants, and agrees that it will:

1. Hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as
 - a. permitted or required by this Agreement,
 - b. required by law, or
 - c. otherwise authorized by the MCSB in writing;
2. Safeguard the Confidential Records according to commercially reasonable administrative, physical, and technical standards as required by law; and
3. Continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement.

At the request of the District, Contractor agrees to provide a written summary of the procedures Contractor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for to terminate agreement.

6.5 Assigned Supervisor

Contractor shall provide an assigned Supervisor (to the District account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services at no additional charge.

6.6 Identification

The Contractor, Subcontractors, and their employees are required to have visible, personal identification with the firm's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

6.7 Conduct

The Contractor acknowledges and understands that the job is being performed on public property owned by the MCSD, which may at various times during the completion of the job be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, except for emergency situations.

6.8 Badge Policy

This work is to take place on an active campus with active buildings around the area of work. All personnel working onsite with this project must have & wear MCSD badge at all times on the site. Contractor must apply for the MCSD Badge and pay for all associated costs for each individual working on the project.

Section 7. Termination

7.1 Termination for Convenience

The District, by a written 30-day notice, shall have the right to terminate and cancel the Contract, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, the District shall pay the Contractor for the work actually performed. The District shall not be liable to the Contractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

7.2 Termination for Contractor's Failure to Perform

In addition to any other termination provisions that may be provided in the Contract, the District may terminate the Contract in whole or in part if the Contractor makes a false Invoice or fails to perform any obligation under the Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the Contractor of written demand from the District to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the failure. In the event that the Contractor abandons this Contract or causes it to be terminated, Contractor shall indemnify the District against loss pertaining to this termination.

7.3 Payment upon Termination

Upon termination of the Contract, the District shall pay the Contractor for those Services actually rendered and contracted for under the Contract, and those reasonable and provable expenses required and actually incurred by the Contractor for Services prior to the effective date of termination. Where the Contract is terminated for cause by the District, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the District as a direct result of the termination.

7.4 Default

In case of default by the Contractor, the Board may procure the articles or services from other sources and hold the Contractor responsible for any excess costs incurred thereby.

7.5 Performance Evaluation

Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the ITB and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Contractor's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.

7.6 No Referral

It is not the purpose of this agreement to induce or encourage the referral of patients. The parties agree that the benefits to each of the parties hereunder do not require, are not payment or inducement for, and are not in any way contingent upon the admission, referral or any other arrangement for the referral of any patient. Nothing in this agreement will be construed as a receipt, offer, or payment of any remuneration, directly or indirectly, overtly

or covertly, in cash or in kind, in return for referring an individual for the furnishing of any item or service or for arranging or recommending such for which payment may be made, in whole or in part, by Medicare, Medicaid, or any other governmental medical program.

Section 8. Obligations

8.1 Representative or Delegate of the District with the authority to act on the District's behalf with respect to all aspects of the Project is:

8.2 The Key contact for services for the Contractor with authority to act on the Firm's behalf with respect to all aspects of the Project is:

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the District and their respective partners, successors, heirs, executors, administrators, assigns and another legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet, or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and Sub-Contractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

9.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to other governmental agencies within the State of Florida.

9.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the District.

Section 10. Indemnification of District

Contractor agrees to protect, defend, indemnify, and hold harmless the District, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees, or agents, arising out of or connected with this Agreement. Contractor shall not be required to indemnify the District or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.

Contractor, without exemption, shall indemnify and hold harmless, the District, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the District the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article on request to the Contractor and receive reimbursement from the Contractor. If Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the ITB prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Contractor for performance of this Agreement shall represent the specific consideration for the Contractor's indemnification of the Owner.

The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

Section 11. Insurance.

11.1 Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Section VI of the Invitation to Bid and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the District 30 days in advance of any material change or cancellation. The District by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VIII or better. When a self-insured retention or deductible exceeds \$5,000, the District reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. All Contractors, including any independent Contractors and Sub-Contractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the District's approval for adequacy.

Section 12. Professional Standards

All work shall be performed in a professional manner and shall conform to all applicable District, County, State and Federal Regulations and/or Codes. The Contractor agrees to use trained personnel with adequate experience and skills in accordance with all codes and regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the District in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the District shall select the mediator who, if selected solely by the District, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The District may require additional products or services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this contract. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other Contractors or to cancel the contract. Furthermore, the District reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the District, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records, at 772.219.1200, ext. 30201, 1939 SE Federal Highway, Stuart, Florida 34994 or click [here](#) as per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFP through the term of this contract, including renewals or extensions.

By signature of this agreement, Contractor certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

Section 17. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Original Invitation to Bid as Issued by District, including all Addenda"

"Exhibit B" - "Bid as Submitted by Contractor and Accepted by District"

"Exhibit C" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR

Attest

Witnesses

NAME, TITLE

As to the DISTRICT on the ____ day of _____, _____.

MARTIN COUNTY SCHOOL DISTRICT

Attest

Witness

Marsha B. Powers, Board Chair

ALL DOCUMENTS EXHIBITS SHALL BE ATTACHED HERE

SAMPLE