



**SARASOTA**  
County Schools

**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
SarasotaCountySchools.net

April 2, 2018

Agility Physical Therapy & Sports  
Attn: Alan D. Dalton  
834 Pinebrook Road  
Venice, FL 34285

adalton@improveyagility.com

FAX to 941-484-5186

Dear Mr. Dalton:

On June 3, 2014, the School Board of Sarasota County, Florida awarded you the RFP for 'Athletic Trainer Services' - RFP#14-0284. This original award was for the period of July 1, 2014 through June 30, 2017. Bid specifications stated that the School Board has the option, with the consent of the successful vendor, to renew the bid, adhering to original terms and conditions and originally awarded pricing for two (2) additional one-year periods. We would like to request that this bid be renewed for the period of July 1, 2018 through June 30, 2019.

**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):

- a. The prospective lower tier participant certifies, by submission and signature of this renewal request, 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.
- b. 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 renewal request.

**PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

Please check one of the responses below indicating your decision regarding this request. Sign and return this letter to my attention, no later than April 9, 2018 at the address above or by facsimile at 941-486-2188.

Please include a current Certificate of Insurance form for your business. All contractors must continue to comply with the insurance requirements as provided in the original bid documents. If your Certificate of Insurance is current, or was not a requirement in the original bid documents, please disregard.

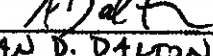
Thank you for your consideration. We look forward to doing business with you for another year.

Sincerely,

  
Renee Hayes, CPPB, CPPB  
Purchasing/Fixed Assets Manager  
Renee.Hayes@SarasotaCountySchools.net

I agree to renew the bid, adhering to original terms and conditions and originally awarded pricing for an additional one-year period through June 30, 2019.

I decline to renew the bid prices for an additional one-year period.

Signature   
Alan D. Dalton

Title OWNER/MANAGER

Date 4/4/18

Please print name

Note: Must be signed by an officer or employee having the authority to bind the company or firm.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
FINANCIAL SERVICES  
1960 LANDINGS BOULEVARD, SARASOTA, FL 34231  
PHONE (941) 927-9000 FAX (941) 927-4017

**CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTORS**  
(See page 2 for important information and required acknowledgements)

**Instructions:** This contract must be signed and approved by all parties before the services may commence. If the independent contractor is to receive payment for travel, the payment cannot exceed the travel allowances permitted under Florida Statute 112.061. This contract must be approved by the School Board of Sarasota County, if it is in the amount of \$50,000 or greater and by the Superintendent's Cabinet if the independent contractor will receive aggregate payments in the amount of \$10,000 or greater for the fiscal year. The dividing of contracts in order to circumvent any dollar value threshold will result in notification to the School Board.

Independent Contractor Name (Print) Agility Physical Therapy and Sports Performance, LLC

Address 834 Pine Brook Road

City Venice State FL Zip 34285

Last 4 Digits of SSN XXX-XX-\_\_\_\_\_ and/or Federal Identification No. 272568018

Contact Person Alan Dalton Contact Phone (941) 484-8107

**DESCRIPTION**

**SERVICES RENDERED** The School Board of Sarasota County, Florida, hereinafter called the School Board, and the above-named Independent Contractor, agree as follows:

The School Board shall pay the Independent Contractor for the following services Provide a certified Athletic Trainer for each of the following High Schools: Booker High School, North Port High School, Riverview High School, Sarasota High School and Venice High School.

To be performed during the following time period July 1, 2018 through June 30, 2019

Payment shall be made (with submission of an approved invoice to the District) as follows Twelve equal payments of \$26,075.00 due on the first day of each month.

**FINGERPRINTING**

Do the duties associated with this contract involve direct contact with students, access to school grounds when students are present, or access to District funds?  Yes  No If Yes, you must report to the School Safety and Security office for fingerprinting at your expense.

I have read the second page of this document and initialed the required acknowledgements. I certify that I am not an employee of the School Board of Sarasota County, Florida, and that I will perform the duties as indicated above. I shall provide evidence of the services performed to the requesting cost center head. I agree to release and hold the School Board of Sarasota County, Florida, and/or its employees, agents and volunteers harmless from and against all claims, judgments, costs, or other expenses arising out of bodily injuries or property damage resulting from my performance of the services specified in this contract. The State of Florida and its political subdivisions are governed by Florida Statute 768.28. ***This contract may be terminated without cause by either party on twenty (20) days written notice with neither party owing the other any further payment or performance.***

Independent Contractor Signature of Acceptance \_\_\_\_\_ Date 

Steve Cantees \_\_\_\_\_ 6/20/18  
Cost Center Head Name (Print) Cost Center Head Signature of Acceptance Date

BHS 1101.5103.0310.0085.0485 \$62,580; NPHS 1101.5103.0310.1251.0485 \$62,580; RHS 1101.5103.0181.0485 \$62,580; SHS 1101.5103.0310.0051.0485 \$62,580 VHS 1101.5103.0310.0221.0485 \$62,580  
Cost Strip(s) and Amount(s)

An IRS Form 1099 will be issued for all transactions covered by Federal regulation.

**ADDITIONAL APPROVALS**

If the independent contractor will receive aggregate payments in the amount of \$10,000 or greater for the fiscal year indicate:

Executive Director Name  Cabinet Approval Date \_\_\_\_\_

If total amount of this contract is \$50,000 or over, indicate:

School Board Approval Date \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Distribution: Original – Independent Contractor Electronic Copy Attached to Contract in Financial System

RET: Master, 5FY aft completion/termination, GS1-SL 65  
Dupl., OSA

# CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTORS

## DEFINITION OF INDEPENDENT CONTRACTOR

An individual who is not subject to the control and direction of the employer for whom work is being performed, with respect not only to what shall be done but to how it shall be done. If the employer has the right to exert such control, an employee-employer relationship exists and the person is an employee and not an independent contractor. The following factors are guidelines to aid in determining whether an individual is an employee or an independent contractor.

An independent contractor hires, supervises, and pays assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result.

An independent contractor is the master of his/her own time and works on his/her own schedule. An independent contractor can work when and for whom he/she chooses.

An independent contractor is paid periodically (usually a percent of the total payment) by the job or on a straight commission. An independent contractor usually provides his/her own tools, materials, etc.

An independent contractor has a significant investment in the facilities he/she uses in performing services for someone else.

An independent contractor can make a profit or suffer loss. Profit or loss implies the use of capital by the individual in an independent business of his/her own.

An independent contractor provides his/her services to two or more unrelated persons or firms at the same time.

An independent contractor makes his/her services available to the general public. This can be done in a number of ways. Having his/her own office and assistants, hanging out a "shingle", holding business licenses, having listings in business directories and telephone directories, and advertising in newspapers, trade journals, etc.

An independent contractor cannot be terminated so long as he/she produces a result that meets the specifications of the contract. An independent contractor can be terminated but usually he/she will be entitled to damages or expenses incurred, lost profit, etc.

An independent contractor usually agrees to a complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good upon failure to complete it.

**I have read the above and certify that I meet the definition of an independent contractor.**

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## SPECIAL PROVISIONS OF FLORIDA STATUTE 119.0701

Independent Contractor shall comply with Florida's Public Records Law including:

Keeping and maintaining public records required by the School Board to perform the service;

Forwarding all requests for public records relating to the contract for services directly to the School Board, and upon request, providing the School Board with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes or as otherwise provided in law;

Ensuring 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 and

Meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Independent Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

**For questions regarding the independent contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; [publicrecordrequest@sarasotacountyschools.net](mailto:publicrecordrequest@sarasotacountyschools.net); or 1960 Landings Blvd., Sarasota, FL 34231.**

**I have read the above and agree to comply with the special provisions of Florida Statute 119.0701.**

\_\_\_\_\_  
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## SPECIAL PROVISIONS FOR FEDERAL GRANT AGREEMENTS

The vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions.

The sub recipient is knowledgeable of and operating in accord with applicable laws and regulations of both the Federal and State governments. Appropriate audits (meeting the requirements of the single audit act) will be undertaken by the sub recipient at their cost and copies provided for the district and the auditor general of the State of Florida.

Any irregularities reported or uncovered by this review process will be corrected in such a way as to hold the district harmless and maintain the appropriate financial integrity of the district.

All contracts in excess of \$10,000 can be terminated for cause and convenience by the district.

Retention by the sub recipient of all records relative to the services rendered by the sub recipient, and access to such records by the district or its designee for a period of three years after final payments and all other pending matters are closed.

**I have read the above and agree to comply with the special provisions for federal grant agreements.**

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