



REQUEST FOR QUOTE

Nathan Benderson Park is requesting quotes for services required to keep the park operating efficiently and effectively. Nathan Benderson Park is a 600-acre community park used by thousands of people, running, rollerblading, walking and riding bikes, as well as the country's best rowing facility. NBPC hosts many events and activities throughout the year and relies on a lot of support from Vendors. As a small nonprofit we need to be as cost effective as possible and still provide an excellent product. In saying that we are putting this RFQ out to encourage others to help support the park and put their best foot forward in providing pricing / costs for us to work with the upcoming year.

GENERAL TERMS AND CONDITIONS

1. PREPARATION OF SUBMITTAL

An authorized representative of the Proposer shall sign the proposal and all of the required forms. Signature on the proposal is certification the Proposer is familiar with the scope and specifications of the RFQ and has full knowledge of the site or conditions where services or items will be used. Furthermore, the Proposer is assumed to be familiar with the NBPC's operating rules and procedures as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of commodity sought. No plea of misunderstanding will be considered on account of ignorance thereto. Proposer shall not subcontract any portion of the services without prior written approval from the NBPC.

The NBPC is subject to the Florida's Government in the Sunshine Law,

If the Proposer is a partnership, the proposal shall provide the names and addresses of all partners, and the proposal shall be signed by at least one partner with authorization to act on behalf of the partnership.

If the Proposer is a corporation, the proposal shall provide the name of the state in which the corporation's articles are held. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation, and their address must be given. Such officer or agent must present legal evidence that they have lawful authority to sign said bid and that the signature is binding upon the corporation and that the corporation has legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is selected as the winning proposer, such corporation shall present evidence before an agreement is executed, that it is authorized to do business in the State of Florida.

NBPC shall not be responsible for any expenses incurred by the Proposer in preparing or submitting a proposal, nor any expenses associated with contract negotiations related to the proposal.



2. **CLARIFICATION AND INTERPRETATION**

All questions about the meaning or intent of the RFQ are to be directed in writing only to Cristyrae at booking@nathanbendersonpark.org. Interpretations and clarifications considered necessary in response to such questions will be issued by Addenda and posted to the NBPC website. Any inquiry or request for interpretation **received before 5:00PM on August 25, 2023 will be given consideration**. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. It is the responsibility of the Proposer to monitor the NBPC web site for Addenda.

3. **CORRECTION OR WITHDRAWAL OF PROPOSALS**

Correction or withdrawal of inadvertently erroneous bids or proposals before or after award of contracts based on mistakes, may be permitted in the sole discretion of NBPC. In any proposal based, in whole or in part, upon a price calculated by multiplying a unit cost by the number of units to be purchased, the accurate calculation of price shall control over a total price that is based on an error in such calculation. The Proposer submitting the proposal with the lowest price alleging a material mistake of fact may be permitted to withdraw their bid or proposal if:

- a. The mistake is clearly evident on the face of the document but the intended correct bid or proposal is not similarly evident; or
- b. The Proposer submits evidence that clearly and convincingly demonstrates that a mistake was made.

4. **ANTI-COLLUSION**

By offering a proposal, the proposer is certifying that the proposer has not colluded in any way with any other proposer or parties to the proposal, or made any communication that would be reasonably understood to be detrimental to NBPC, and will not do so during the proposal process. Such prohibited communications include but are not limited to discussion of prices and data with competitors or other applicants, attempting to induce other firms not to submit proposals, and the employment of a person or agency to solicit or secure this contract upon a commission, percentage, brokerage, or contingent fee arrangement.



5. DISCRETION OF NBPC

NBPC reserves the right to accept any proposal, to reject any or all proposals, to waive any technical errors or omissions, and to request resubmission or clarification from any or all applicants. NBPC reserves the right to select any applicant submitting a proposal that is in the best interests of NBPC. Following selection, the successful applicant or applicants shall negotiate an agreement with NBPC to carry out the terms of its proposal.

NBPC has no obligation to choose any proposer and may cancel, revise, or withdraw this RFQ at any time prior to execution of a binding Agreement by both parties.

6. SAFETY AND PROTECTION

Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under the contract. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all persons on the work site or who may be affected by the work, all the work and materials and equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the construction. NBPC is a drug and alcohol-free work zone and will not tolerate any employee of Proposer reporting to work under the influence of drugs or alcohol.

7. ASSIGNMENT OF CONTRACT

Proposers selected shall not be permitted to assign the contract without the express written consent of NBPC.

8. CONTRACT FORM

The agreement resulting from the acceptance of a proposal shall be in the form of agreement as required by NBPC and shall at a minimum include all of these General Terms and Conditions.

9. INDEMNIFICATION AND HOLD HARMLESS

The Proposer agrees to indemnify, defend and hold NBPC harmless against any and all loss, liability, claims, or expense and from all demands, actions, and rights of action arising from bodily injury or property damage, to any person or persons caused in whole or in part by negligence or misconduct of Proposer, except to the extent that same are caused by the negligence or willful misconduct of NBPC.



Specifications & Scope of Services For Equipment Rental Items

| Item # | Description of Product/Service | Average # of units/event | Average # of days/event | Average # of Events/year | | Daily rate | Weekly Rate | Monthly Rate |
|--------|---|--------------------------|-------------------------|--------------------------|--|------------|-------------|--------------|
| 1 | 19' Electric Scissor Lift or 20' | 1 | 7 | 1 | | | | |
| 2 | 25'-27' RT Scissor Lift | 1 | 12 | 4 | | | | |
| 3 | 60' Manlift Drivable (boom or art.) | 1 | 7 | 1 | | | | |
| 4 | 125' Art Manlift Drivable | 1 | 7 | 6 | | | | |
| 5 | 8000 LB 42' Shooting Boom Forklift | 1 | 7 | 1 | | | | |
| 6 | 20KW Diesel Generator | 1 | 16 | 3 | | | | |
| 7 | 36KW Diesel Generator | 1 | 6 | 2 | | | | |
| 8 | 56KW Diesel Generator | 1 | 7 | 1 | | | | |
| 9 | 4000-Watt Tow Behind Light Tower (Diesel) | 2 | 15 | 17 | | | | |
| 10 | Spider Box 8-20amp outlets | 4 | 9 | 3 | | | | |
| 11 | Spider Box 50' cable | 4 | 9 | 3 | | | | |
| 12 | Post Hole Auger | 1 | 7 | 2 | | | | |
| 13 | 36" Misting Fan or Pedestal Fan | 2 | 5 | 1 | | | | |
| 14 | 8' Street Boom (3 wheel) | 1 | 3 | 5 | | | | |
| | Delivery, set up and removal | | | Total cost | | | | |

* Estimated Figure Only, there is no guarantee made or implied to the actual quantities that will be acquired as a result of this contract. The quantity of items may increase or decrease during the terms of this agreement, and the contractor will be required to supply the product/services at the unit price quoted.

Legal Business Name _____

Signature _____

Date _____

