

Specifications & Scope of Services

FOR TENT RENTAL

Item #	Description of Product/Service	Average # of units/event	Average # of days/event	Average # of events/year		Daily Rate	Weekend Rate	Weekly Rate	Monthly Rate
1	10x10 tent	13.21	4	14	=				
2	10x20 tent	4.14	4	14	=				
3	10x40	1	3	3	=				
4	20x20 tent	7.69	4	13	=				
5	20x30 tent	1	2	4	=				
6	20x40 tent	2.35	3	19	=				
7	20x70 tent with 15' high poles	1	3	1	=				
8	30x80 tent	1	5	1	=				
9	40x100 tent	1	7	1	=				
10	40x60 tent	1	7	7	=				
11	50x95 tent	1	7	1	=				
12	60x120 tent	1	7	1	=				
13	8' solid or Cathedral walls	335'	3	11	=				
14	Light String- 8 globes	4.6	5	6	=				
15	25'-50' Café light strings				=				
16	4'x4' section of stage	15.5	3	10	=				
17	6' panels of picket fence	12.5	2	2	=				
18	8- sections of bicycle barricade	50	3	1	=				
19	14' section of skirting	4.28	3	7	=				
20	Stair sections	1	3	9	=				
21	10' banner frames	8	2	3	=				
22	black folding chairs	331	4	6	=				
23	white folding chairs				=				
24	8' banquet table	36	3	11	=				
25	4' round table				=				
26	5' round table	29	2	2	=				
27	6' round table	56.33	2	6	=				
28	36" high top table	7.78	2	7	=				
29	108" round tablecloths(any color)	50	1	1	=				

30	120" round tablecloths(any color)	6	2	5	=				
31	132" Round tabelcloths (any color) high tops	13.25	2	8	=				
32	60x120" table cloths(any color)	10.16	2	6	=				
33	90x156" table cloths(any color)	9.5	2	5	=				
34	skirt clips				=				
35	Delivery, set up and take down of all tents, tables, table clothes, and chairs		60		=				

* 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 _____

Comments _____

EXHIBIT B

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 a 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. IRRECOVABLE OFFER

Any proposal shall constitute an irrevocable offer for a period of sixty (60) days to provide to NBPC the goods and/or services set forth in the proposal.

3. CLARIFICATION AND INTERPRETATION

All questions about the meaning or intent of the RFQ are to be directed in writing only to Sandy Sacks at SSacks@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 September 9, 2022 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.

4. 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.

5. 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.

6. 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.

7. 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. NBP 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.

8. ASSIGNMENT OF CONTRACT

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

9. 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.

10. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2022

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 have ADDITIONAL INSURED provisions or 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 TBD	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A : A Rated Insurance Carrier
INSURED Vendor/Contractor	INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____

SAMPLE
CERTIFICATE

COVERAGES **CERTIFICATE NUMBER:** _____ **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			ToBeDetermined	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="checked" type="checkbox"/> HIRED AUTOS ONLY <input checked="checked" type="checkbox"/>			ToBeDetermined	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			ToBeDetermined	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="checked" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ToBeDetermined	01/01/2022	01/01/2023	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured for general liability/umbrella liability for ongoing and completed operations on a primary and non-contributory basis. Certificate holder is listed as an additional insured for auto liability on a primary and non-contributory basis. 30 day notice of cancellation for reasons other than non-payment applies to all policies.

CERTIFICATE HOLDER Nathan Benderson Park Conservancy 5851 Nathan Benderson Circle Sarasota, FL 34235	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
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EXHIBIT C
INSURANCE REQUIREMENTS
EXHIBIT C-2

VENDOR, CONTRACTOR, AND FACILITY USE INSURANCE

INSURANCE

SANCA shall require of its vendors, any contractors performing work at the Park, or organizations holding events at the Park, (“Entities”) to purchase and maintain insurance as set forth below for the duration of SANCA’s agreement with the applicable vendor, contractor, or organization.

SANCA shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to the Entities.

TYPE OF INSURANCE OR BOND	LIMIT OF LIABILITY OR BOND AMOUNT
Worker’s Compensation Full Statutory Limits in accordance with Florida Statutes, Chapter 440. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.	
Employer’s Liability Bodily injury by Accident, each Accident	Not less than \$100,000
Bodily injury by Disease, each employee	Not less than \$100,000
Bodily Injury by Disease, policy limit	Not less than \$100,000
Commercial General Liability per ISO form CG0001 or its equivalent, covering all work performed under this Agreement, including, but not limited to, coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors. There shall be no exclusions for explosion, collapse and underground hazards.	
a. Per occurrence	Not less than \$1,000,000
b. General Aggregate	Not less than \$2,000,000
c. Personal Injury and Advertising Injury (with Employment Exclusion deleted)	Not less than \$1,000,000
d. Products-Completed Operations Aggregate	Not less than \$2,000,000
Automobile Liability Insurance covering all Owned, Non-Owned & Hired automobiles used in the performance under this Agreement. In the	

EXHIBIT C
INSURANCE REQUIREMENTS

<p>event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If contractor is shipping a product via common carrier, contractor shall be responsible for any loss or damage sustained in delivery/transit.</p>	
<p>a. Combined single limit</p>	<p>Not less than \$500,000</p>
<p>Excess/Umbrella Liability policy (that is not more restrictive than the primary insurance and that shall provide follow form coverage excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall "drop down" for defense and indemnity in the event of exhaustion of the underlying insurance)</p>	
<p>a. per occurrence</p>	<p>N/A* See below for exceptions</p>
<p>b. general aggregate</p>	<p>N/A* See below for exceptions</p>
<p>Additional Coverages (if applicable)</p>	
<p>Liquor Liability - liquor liability insurance on ISO Form CG 00 33 or equivalent with limits not less than \$1,000,000 each occurrence, providing coverage for the selling, serving or furnishing of any alcoholic beverage. Liquor Liability (Host) - host liquor liability insurance, as part of general liability coverage or through a specialized policy, providing coverage for serving or distributing alcohol by a party not engaged in this activity as a business enterprise Aviation / UAV Liability - Aviation and/or UAV Liability insurance covering all owned, non-owned, leased, chartered or hired aircraft or UAVs, whether manned or unmanned, used, operated, or hired in connection with any agreement, for bodily injury, property damage, and Passenger Liability Marine Liability (Protection & Indemnity) - Protection and Indemnity insurance covering any vessels excluded from general liability coverage and used in connection with any agreement Pollution Liability - Pollution Liability coverage for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retro date shall precede the effective date of</p>	<p>Not less than \$1,000,000 each occurrence Not less than \$1,000,000 each occurrence Not less than \$1,000,000 per occurrence Not less than \$1,000,000 per occurrence</p>

EXHIBIT C
INSURANCE REQUIREMENTS

<p>this contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this contract is made, or provide evidence showing Contractor has obtained a two-year extended reporting period endorsement. Coverage for pollution conditions arising out of the application of pesticides and/or herbicides may be satisfied via endorsement to Contractor's Commercial General Liability policy amending the pollution exclusion to include coverage for such exposures</p> <p>Excess/ Umbrella Liability - follow form excess coverage above Employers Liability, Commercial General Liability, and Auto Liability insurance. Required for certain higher risk activities including, but not limited to the following:</p> <ul style="list-style-type: none"> - Demolition, Roofing, or Electrical Contractors - Fireworks Exhibitions - Transportation Services > 5 passengers - Transportation Services > 15 passengers 	<p>Not less than \$1,000,000 per claim/ occurrence</p> <p>Not less than:</p> <p>\$2,000,000 per occurrence</p> <p>\$5,000,000 per occurrence</p> <p>\$2,000,000 per occurrence</p> <p>\$5,000,000 per occurrence</p>
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Carriers. The Entities shall purchase and maintain the types and limits of insurance specified herein, from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Florida and having policy holder ratings no lower than "A-" and financial ratings not lower than "VII" in the A.M. Best's Insurance Guide, latest edition in effect as of the date of this Agreement, and subsequently in effect at the time of renewal of any policies required hereby.

Additional Insured Obligations. To the fullest extent permitted by law, the Entities shall cause all liability coverage (except professional liability, if applicable) to include **Sarasota County Government** and **Suncoast Aquatic Nature Center Associates, Inc.**, as additional insureds on a primary and non-contributory basis.

Payment. The Entities shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of the required insurance and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Evidence of Insurance. The Entities shall furnish Certificates of Insurance to SANCA evidencing the types and amounts of coverage, including required endorsements prior to commencement of the contractor's work at the Park and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum

EXHIBIT C
INSURANCE REQUIREMENTS

thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the contractor will be required to provide SANCA with five (5) days' prior written notice of any policy cancellation or non-renewal.

No Limitation. These requirements, as well as SANCA or County's review or acceptance of insurance maintained by the Entities, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Entities under any agreement.