

Request for Quotation-This is not an Order

<b>Florida Polytechnic University</b> <b>4700 Research Way</b> <b>Lakeland, FL 33805</b>  <b>Department: Procurement</b> <b>Contact: Laura Marrone</b> <b>Tel: 863-874-8591</b> <b>Email: <a href="mailto:bids@floridapoly.edu">bids@floridapoly.edu</a></b>	<b>Respondent:</b> _____ <b>Contact:</b> _____ <b>Email:</b> _____	
	<b>Request date:</b> August 11, 2022	<b>RFQ No.:</b> <b>23-015</b>
	<b>Closing date:</b> August 18, 2022	<b>Subject of the RFQ:</b> CrossFit & Powerlifting Training

BACKGROUND:

This Request for Quote is to seek a diverse range of suppliers that offer on-campus CrossFit & Powerlifting training to university students. The Respondent should be able to provide their hourly rates and/or daily rates for each class offering. The Respondent should be able to provide the maximum number of people for each class offered.

It is the intent of Florida Poly to award a contract to a pool of qualified Respondents to ensure that a variety of services are available to the University, as needed. It will be at Florida Poly's sole discretion to determine which vendor is in the best interest of the University for each event. A contract award is not an automatic guarantee for services.

UNIVERSITY REQUIREMENTS:

1. The Respondent should provide the name of all their current classes offered.
2. The Respondent should provide the hourly rate(s) and/or daily rate for each course offering.
3. The Respondent should provide the rates for any monthly or applicable fees outside of course offering(s).
4. The Respondent should provide all safety instructions.
5. The Respondent should provide a sample of copy of their Certificate of Insurance with a minimum of \$1,000,000 General Liability Insurance (sample provided).
6. The Respondent should provide instructor names and applicable certifications for each course offered.
7. The Respondent must specify if the rates change depending on location of the course offering.

Florida Poly Safety Services or Authorized Official reserves the right to inspect any service offered on university property to ensure it meets the requirements of Florida Health and Safety regulations. In the event the Authorized Official finds a risk to the health and safety of staff or students, the Respondent will be denied occupancy and removed at the Respondent's expense.

When applicable, Florida Poly will provide access to power and electrical outlets, tables, chairs, access to water, if necessary. Successful Respondents can arrive to set-up at least two (2) hours in advance depending on the event and must be prearranged with appropriate university personnel.

**CONTRACT TERM:** The contract will have an initial term of one (1) year contract with an option to renew for one, additional one-year periods. At no time during the entire contract term can services exceed \$75,000.

The Respondent commits to supply to the University the goods and/or services listed below at the rates provided and agree to the terms and conditions in this Request for Quotation and any addendum annexed hereto:

Item No.	Program/Course	Rate	Unit of Measure (i.e., monthly/hourly/daily)	Notes
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If extra space is needed, please include an attachment.

Respondent: Please include any Additional Services Offered:

- Quotation must be delivered on or before **August 18, 2022**, at 2:00 p.m. EST
- Any proposal not supported by the information requested in this RFQ, or not complying with this RFQ, may not be considered.
- This RFQ is part of a competitive procurement process, which helps to serve the best interests of the University. The award will be made to the Respondent(s) whose proposal is determined to be the most advantageous to the University.
- The University reserves the right, at the time of evaluation of any proposal to request any additional information that it deems necessary in order to make a decision on any proposed offer.
- The University reserves the right to reject any or all proposals after evaluation. Rejection of all proposals will mean that the University, in its own best interest at this time, has determined not to pursue this issue. The University may at its own discretion, invite one or more Respondent (s) to participate in a competitive negotiation process.
- This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the above address. This request does not commit the university to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by Respondent. Any representations and/or certifications attached to this Request for Quotation must be completed by the Respondent.
- Successful Respondent will be required to execute the attached University agreement.
- Successful Respondent should carefully review the attached contract. If applicable, list any deviations to specific contract terms and provide suggested replacement language as an attachment. The University reserves the right to accept or reject any suggested replacement language.
- I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer as/on behalf of the Respondent:

<b>Authorized Official (Print Name)</b>	<b>Phone No.:</b>	<b>Signature:</b>	<b>Date:</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DA E (1/1/2011) 0100 2015

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).

PROVIDER AGENCY NAME 123 MAIN ST SUITE 100 BURBANK CA 91502	CONTACT NAME (MC, RL, EIC) (MC, RL) AGENCY	AGENT NAME FAX (MC, RL)
INSURED INSURED NAME 123 MAIN ST BURBANK CA 91502	INSURANCE AFFORDING COVERAGE INSURER A - INSURANCE COMPANY NAME NAIC # 12345	
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

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 PRIOR CLAIMS.

LINE	TYPE OF INSURANCE	AGENCY	POLICY NUMBER	START EFF DATE	EXPIRY DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR (ONLY AGENCY LIMIT APPLIES PER POLICY)	X	POLICYNUMBER	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 CLAIMS-NO RETENTION \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMMER AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS NON-OWNED AUTOS HIRE/LEASED AUTOS	X				OWNED AUTO'S LIMIT PER OCCURRENCE \$ NON-OWNED AUTO'S LIMIT PER OCCURRENCE \$ HIRE/LEASED AUTO'S LIMIT PER OCCURRENCE \$
	UMBRELLA LIAB EXCESS LIAB (SEE INTERSECTIONS)	X				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYERS/EMPLOYEES/CONTRACTORS/EXCLUDED PERSONNEL (SEE SPECIAL ENDORSEMENTS FOR DESCRIPTION OF EMPLOYERS)	X				(WC STATE) (OTH) (TERR) LIMITS \$1, EACH ACCIDENT \$ \$1, DISEASE - EA EMPLOYEE \$ \$1, DISEASE - POLICY LIMIT \$

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

The Florida Polytechnic University Board of Trustees is granted additional insured status by the General Liability and Auto Liability policy with regard to the operations of the named insured when required by written contract or agreement. Excess Liability follows form.

<b>CERTIFICATE HOLDER</b> The Florida Polytechnic University Board of Trustees 4700 Research Way Lakeland, FL., 33805-8531	<b>CANCELLATION</b> 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:
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**SAMPLE AGREEMENT**

**FLORIDA POLYTECHNIC UNIVERSITY**

**Event/Entertainment Rental Equipment, Supplies, and Services Agreement**

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between The Florida Polytechnic University Board of Trustees ("UNIVERSITY") 4700 Research Way, Lakeland, Florida 33805, and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ ("Contractor").

**RECITALS**

Contractor has proposed to provide various event and entertainment-related rental Equipment, Supplies and Services (collectively referred to as "Supplies and Services") for various departments on campus on an as-needed basis for UNIVERSITY as provide in Contractor's quote submitted in response to the University's Competitive Solicitation ("Quote"), attached as Exhibit I and hereby incorporated by reference.

- 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
- 2. **Term.** This Agreement begins on \_\_\_\_\_ and continues through \_\_\_\_\_. The Agreement may be renewed for one additional one-year terms.
- 3. **Agreement.** Contractor will provide Supplies and Services to the University in accordance with this Agreement, Competitive Solicitation (attached as Exhibit II and incorporated by reference), and the Quote. If the terms and conditions of those documents conflict, the documents control in the following order: this Agreement, the Competitive Solicitation and the Quote.
- 4. **Supplies and Services.** Contractor agrees to provide Supplies and Services as listed in the Contractor's quote, and as requested in writing by the University.
- 5. **Fees and Payment for Products.** As full compensation, University agrees to pay Contractor the amounts listed in the Quote for the Supplies and Services requested by the University. Contractor will submit invoices to University for the Fee for those Services rendered, in arrears. Contractor's invoices must be in sufficient detail for a pre- and post-audit. University will designate a representative to serve as University's point of contact for the Contractor's submission of invoices and questions concerning payment status.
  - a) Contractor is responsible for any taxes due under this Agreement.

- b) University will make payment within 30 days of receipt of a proper invoice.
  - c) If University does not issue payment within 30 days of receipt of a proper invoice, University will pay to Contractor an interest penalty at the rate established pursuant to section 55.03(1) Florida Statutes if the interest exceeds \$1.00.
  - d) A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s), may be contacted at 863-874-8448.
  - e) University may make payment to Contractor via the University's EFT/ACH payment process. Vendor must provide the necessary information to University upon request.
- 6. Safety Requirements.** Contractor agrees to comply with all federal, state, local, and University rules, codes, regulations, and policies relating to the specific Supplies and Services provided. Contractor will work with the University to ensure proper set up and location, and that all safety requirements are met.
- 7. Cancellation.** The University may cancel the requested Supplies and Services at any time if the University determines that there is a safety risk. If Equipment or Supplies have already been delivered to the University, Contractor agrees to remove the Equipment or Supplies immediately upon notice from the University of the cancellation.
- 8. Removal of Equipment or Supplies.** The University is not responsible for storing or securing Equipment or Supplies past the date and time agreed upon when University requests the Equipment or Supplies or after Contractor has been notified of cancellation in accordance with section 6 above.
- 9. Substitution of Equipment or Supplies.** Contractor may substitute Equipment or Supplies for comparable Equipment or Supplies that may or may not be included in the Quote upon written agreement from the University.
- 10. Public Records, Contract for Services: Compliance with section 119.0701, Florida Statutes.**

**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:**

**Florida Polytechnic University**

**Attention: General Counsel**

**4700 Research Way**

**Lakeland, FL 33805**

**ogc@floridapoly.edu**

**(863) 874-8412**

To the extent that Contractor meets the definition of “contractor” under section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of section 119.0701, requiring Contractor to:

- a) Keep and maintain public records required by University to perform the service.
- b) Upon request from the University’s custodian of public records, provide the University 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 chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this agreement, renewals, and following completion of the contract if Contractor does not transfer the records to University.
- d) Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Contractor or keep and maintain public records required by University to perform the service.
  - 1) If Contractor transfers all public records to University upon completion of the contract, Contractor must destroy any duplicate confidential information or records that are exempt from public records disclosure.
  - 2) If Contractor keeps and maintains public records upon completion of this Agreement, Contractor must meet all applicable requirements for retaining public records.
  - 3) All records stored electronically must be provided to University, upon request from the University’s custodian of public records, in a format that is compatible with the information technology systems of the University.
- e) Third parties requesting to inspect or copy public records relating to this agreement must be made directly to University. If University does not possess the requested records, University will notify Contractor of the request, and Contractor must

provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- f) The University may inspect the:
  - i. Financial records, papers, and documents of the Contractor that are directly related to the performance of the contract or the expenditure of state funds.
  - ii. Contractor's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this agreement or to ensure that the terms of this agreement are being met.
  - iii. The Contractor must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
- g) The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
- h) The terms of section 6 are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

#### **11. Indemnification.**

1. Contractor agrees to release, indemnify, defend, and hold harmless: (1) Florida Polytechnic University or The University Board of Trustees; (2) The Florida Board of Governors; (3) The State of Florida and their respective trustees, officers, employees and agents from:
  - a) any and all liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorney's fees and expenses of any kind or nature whatsoever ("Losses") for any loss of life, personal, bodily or economic injury or damage or loss to property arising out of the negligent or intentional acts, errors or omissions of Contractor, its officers, agents, employees and contractors; and from and against any orders, judgments or decrees which may be entered pursuant thereto.
2. Nothing in this agreement may be construed as an indemnification of the Contractor by the University or as a waiver of sovereign immunity beyond that provided in section 768.28, Florida Statutes.
3. This provision will survive the termination of this agreement.
4. Due to its sovereign immunity, University will not indemnify Contractor.

#### **12. Copyright and Intellectual Property.**



- a) If Contractor uses copyrighted materials or documents not owned by University (“Copyrighted Materials”) in Contractor’s performance of the agreement, Contractor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials.
- b) Contractor will, at its expense, defend any suit brought against University and will indemnify University against an award of damages and costs, including attorney’s fees, made against University by a settlement or final judgment that is based on a claim that University’s use of the Copyrighted Materials infringes a trademark or copyright of a third party.
- c) This provision will survive the termination of this agreement.
- d) Any reports or deliverables provided to the University pursuant to this agreement are considered as works for hire, and the University may use such reports or deliverables for any purposes.

**13. Termination.**

- a) Termination at Will. This Agreement may be terminated by University by providing written notice to Contractor of such intent to terminate at least 10 days prior to the effective date of such termination.
- b) Termination for Cause. Notwithstanding the provisions of subsection 10(A) above, University may, upon 5 days’ written notice to Contractor set forth with specificity the basis for the termination to terminate this Agreement for Cause. For purposes of this Agreement, “cause” is defined as Contractor’s failure to perform or provide the Supplies and Services within the time specified herein or any extension thereof or Contractor’s failure to adhere to any of the material terms of this Agreement.
- c) If this Agreement is terminated, University will only be liable for payment of goods received and services rendered prior to the date of termination and accepted by University.

**14. Availability of Funds.** University’s financial obligations continue under this Agreement are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the University. If the entities controlling such funding fail to appropriate funds or to allow University to use funds and University has determined, in University’s sole discretion, that there are insufficient funds available to cover University’s obligation under this Agreement, University will have the right to terminate this Agreement for the upcoming year without damage, penalty, cost, or further obligation. University will notify Contractor at least 30 day in advance of a termination pursuant to this provision; University must pay for all services rendered until the date of termination.



- 15. Insurance.** During the term of this contract, Contractor must maintain in full force at its own expense amounts of insurance that at a minimum cover the Contractor's (or subcontractors') exposure in performing this Agreement. University is self-insured and will provide its Certificate of Insurance upon request; University is not required to obtain additional insurance for this Agreement.
- 16. Force Majeure.** Neither party will be deemed to be in default of its obligations if and so long as it is prevented from performing its obligations by an act of war, terrorism, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 17. Compliance with Law.** Contractor will comply with all statutes, ordinances, rules, regulations, orders, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority over it. If this agreement is funded in any part with federal funds, the terms of section 202 of Executive Order 11246, as amended, are incorporated as if fully set forth in this agreement. The hyperlink in this agreement is for convenience only and any failure of it to function does not relieve the Supplier of any obligations of this clause.
- 18. Contractor.** Contractor is retained by University only for those purposes and to the extent set forth in this Agreement, and Contractor's relation to University will, during the term of this Agreement, be that of independent Contractor. Contractor is not and will not be considered as having an employee status. Contractor is responsible for the payment of any taxes on any monies received by Contractor.
- 19. Prohibitions.** Unless expressly and specifically authorized in writing by University in advance, Contractor is prohibited from engaging in any of the following:
1. Incurring any debt or obligation on behalf of University;
  2. Entering into any contract, arrangement, or transaction that binds University to any extent or creates any obligation on University; and/or
  3. Utilizing University's name, credit, reputation, goodwill, resources, and/or assets for any purpose.
- 20. Notices.** Any notice to either party must be in writing and signed by the party giving it, and served:
1. By hand notice; or
  2. Through the United States Mail, postage prepaid, registered or certified, return receipt requested; or
  3. Through expedited mail or package service, if a receipt showing the delivery has been retained; or

4. By e-mail and addressed as follows:

**To UNIVERSITY:**

The Florida Polytechnic University  
Board of Trustees  
Address: 4700 Research Way  
Lakeland, FL 33805

Attn: University Procurement  
E-mail: procurement@floridapoly.edu

**To CONTRACTOR:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

E-mail: \_\_\_\_\_

**CONTRACT MANAGER:**

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

Notice is effective upon receipt.

- 21. Assignment.** This agreement may not be assigned by Contractor without the express written consent of University.
- 22. Governing Law.** This agreement and any amendments to it are governed by the laws of the State of Florida and venue for any actions arising out of this agreement must be in the state courts in Polk County, Florida.
- 23. Software.** If Contractor is providing software, University may create and retain a copy of the software and related documentation for backup and disaster-recovery purposes, and for archival purposes for use after this agreement is terminated.
- 24. Survival.** Any provision of this agreement providing for performance by either party after termination of this agreement survives termination and continues to be effective and enforceable.
- 25. E-Verify.** All terms defined in section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to section 448.095, Florida Statutes, Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this agreement, Contractor must also require the subcontractor to comply with the requirements of section 448.095, Florida Statutes. The subcontractor must provide to Contractor an affidavit stating that the subcontractor does not employ, contract with, or

subcontract with or to any unauthorized alien. Contractor must maintain a copy of such affidavit for the duration of the contract. University may terminate this agreement immediately upon notice to Contractor for any violation of this provision.

**26. Confidentiality of Information.** If Contractor is exposed to University's confidential information (such as donor information), Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws including the Family Educational Rights and Privacy Act (FERPA) and the Gramm-Leach Bliley Act.

**27. Conflicts of Interest.** Acceptance of this Agreement certifies that Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor is a ground for cancellation of this Agreement.

**28. Civil Rights.** The Contractor and any subcontractors must abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender, identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sexual orientation, gender identity, national origin, protected veteran status or disability.

**29. Entire Agreement.** This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersedes all prior oral or written statements or agreements. This Agreement may only be amended by signed written amendments.

UNIVERSITY:

CONTRACTOR:

The Florida Polytechnic University  
Board of Trustees

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legality:

BY: \_\_\_\_\_

Florida Poly Attorney

DATE: \_\_\_\_\_

Approved by University Board of Trustees

DATE: \_\_\_\_\_

President on behalf of the  
University Board of Trustees

BY: \_\_\_\_\_

Dr. Randy Avent

DATE: \_\_\_\_\_

**EXHIBIT I**