



1112 Manatee Avenue West
Bradenton, FL 34205
purchasing@mymanatee.org

Solicitation Addendum

Addendum No.:	1
Solicitation No.:	23-R082710AF
Solicitation Title:	Portable Chillers and Spot Cooler Rental Service
Addendum Date:	August 28, 2023
Procurement Contact:	Ashley Forrest

23-R082710AF is amended as set forth herein. Responses to questions posed by prospective bidders are provided below. This Addendum is hereby incorporated in and made a part of 23-R082710AF.

The deadline to submit all inquiries concerning interpretation, clarification or additional information pertaining to this Invitation to Quote (ITQ) was August 28, 2023 at 3:00 P.M. ET.

CHANGE TO:

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is ~~August 31~~ **September 7, 2023, at 3:00 P.M. ET.** Quotes must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, 8th Floor, Bradenton, FL 34205 or emailed to Designated Procurement Contact shown below.

CHANGE TO:

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by ~~August 28,~~ **2023 September 5, 2023 at 3:00 P.M. ET.** Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

CHANGE TO:

SECTION 4.0 ITQ Schedule

4.0 ITQ Schedule

Scheduled Item	Scheduled Date
Question and Clarification Deadline	August 28 September 5 , 2023 at 3:00 P.M. ET
Offer Response Due Date and Time	August 31 September 7 , 2023 at 3:00 P.M. ET
Projected Award	September 2023

ADD:

ATTACHMENT G, QUOTE FORM, EXHIBIT 1, SCOPE OF SERVICES, EXHIBIT 2, MINIMUM QUALIFICATIONS, EXHIBIT 3, PO TERMS AND CONDITIONS

Attachment G, Quote Form, Exhibit 1, Scope of Services, Exhibit 2, Minimum Qualification and Exhibit 3, PO Terms and Conditions, is hereby incorporated into the ITQ and available for download as a separate attachment.

QUESTIONS AND RESPONSES:

Q1. What size chillers and spot coolers are you guys looking for and how many?

R1. Please see Attachment G, Quote Form, newly uploaded.

Q2. Would it be possible to extend the due date of the bid?

R2. Yes. See changes to schedule listed above.

Q3. There are several variables that go into an accurate chiller quote, and that quote would be based on the application you have. Some variables include: water or air cooled units, adequate power supply available, wet taps, distance from a power source for correct cabling, various fittings and calculations for temperature settings, and proper placement and safety protocols for the chiller units. We just want to make sure we quote accurately for your specific needs. Any guidance here would be a tremendous help.

Q3. There are a variety of buildings all with different needs. Each would be on a case-by-case basis. The vendor should be able to provide all cables, fittings, etc..

NOTE:

Deleted items will be ~~struck through~~, added or modified items will be underlined. All other terms and conditions remain as stated in the ITQ.

INSTRUCTIONS:

Receipt of this Addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

END OF ADDENDUM

AUTHORIZED FOR RELEASE

**ATTACHMENT G
QUOTE FORM
PORTABLE CHILLERS AND SPOT COOLER RENTAL SERVICE**



PORTABLE CHILLERS RENTAL COST				
PRICING MUST INCLUDE THE FOLLOWING: Delivery and pickup; one (1) set of electrical cables (200 ft); and one (1) set of hose (300 ft, either 6" or 4" depending on site) to be provided with each unit.				
ITEM	DESCRIPTION	DAILY RATE	WEEKLY RATE	MONTHLY RATE
1	100 Ton Portable Chiller	\$	\$	\$
2	200 Ton Portable Chiller	\$	\$	\$
3	300 Ton Portable Chiller	\$	\$	\$
SUBTOTAL OF DAILY, WEEKLY AND MONTHLY RATES		\$ _____	\$ _____	\$ _____
RENTAL COST TOTAL (Sum of Subtotals-Daily, Weekly, Monthly)				\$ _____

ADDITIONAL MATERIALS AND LABOR		
ITEM	ITEM DESCRIPTION	RATE
1.	Pricing for 50 Feet of Additional Hose Set	\$
2.	Pricing for 50 Feet of Additional Electrical Cables	\$
3.	Additional Charges for Use on Saturday, Sunday, or Holidays (if applicable - added to the base rate above)	\$
4.	Pricing for Additional Pumps	\$
5.	Pricing for Additional 6" Camlock Hoses	\$
6.	Labor Flat Rate for Installation and Decoupling of One Unit	\$
7.	Pricing for Additional Flanges	\$
TOTAL OF ADDITIONAL MATERIALS AND LABOR FOR AWARD PURPOSES (Sum of Rate Items 1-7)		\$ _____
Number of Hours that Constitute One (1) Day of Rental		#
Number of Days that Constitute One (1) Week of Rental		#
Number of Days that Constitute One (1) Month of Rental		#

**ATTACHMENT G
QUOTE FORM
PORTABLE CHILLERS AND SPOT COOLER RENTAL SERVICE**



SPOT COOLERS				
Pricing for spot coolers will <i>not</i> be considered in the award of this ITQ. Pricing must include pickup and delivery. List all the sizes your firm can supply.				
ITEM	SPOT COOLER RENTAL	SIZE IN TONS	VOLTAGE/PHASE	MONTHLY RATE
1				\$
2				\$
3				\$
4				\$
5				\$
6				\$
7				\$
8				\$
9				\$
10				\$

ACCESSORIES FOR SPOT COOLERS			
List Any Other Accessories Available in Addition to the Condenser Discharge Duct		QTY	RATE
1	Condenser Discharge Duct		\$
2			\$
3			\$
4			\$
Number of Hours that Constitute One (1) Day of Rental			#
Number of Days that Constitute One (1) Week of Rental			#
Number of Days that Constitute One (1) Month of Rental			#

Company Name:_____

Signature:_____

Printed Name and Title:_____

Date:_____

EXHIBIT 1, SCOPE OF WORK/SERVICES

ITQ No. 23-R082710AF

1.01 BACKGROUND INFORMATION

The Manatee County Property Management Department (MCPM) is responsible for the maintenance and upkeep of various County buildings, some of which utilize chiller units for HVAC purposes. In order to ensure the continuous operation of these buildings, especially during emergencies, the County requires a reliable source for renting portable chillers and spot cooler units.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Supplier) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide portable chiller and cooler rental services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

- A. The Supplier shall carry out all work using its own skilled workforce under direct supervision and must not sublet any aspect of the work without obtaining prior written approval from the County.
- B. The quoted pricing provided by the Supplier must be all-encompassing and include the cost of chiller and spot cooler unit delivery and retrieval.
- C. In the event that accessories not listed on the Quote Form are required, the Supplier may provide those items at their current prices. The County shall be informed in advance of any additional charges.
- D. Each Supplier must clearly state on the Quote Form the minimum number of hours or days that would constitute the minimum charge for the specified time period. Furthermore, the Supplier shall provide flexible rental terms to accommodate varying project needs.
- E. The Supplier shall furnish comprehensive written instructions for the daily and weekly operating maintenance procedures to be performed by the County. These instructions should cover safety protocols and routine checks to ensure optimal equipment performance.
- F. All scheduled preventive maintenance and service repairs for the rented equipment shall be solely performed by the Supplier. The Supplier is required to furnish the County with an equipment maintenance schedule at the outset of the rental agreement, and the County will notify the Supplier when maintenance is due based on the provided schedule.
- G. Upon thorough inspection by the County, it is expected that all rented equipment will be in satisfactory working condition and devoid of any evident mechanical or structural defects. The County shall conduct an initial inspection upon delivery, and the Supplier shall promptly address any issues identified during this inspection to ensure compliance with safety and performance standards.
- H. In the event of equipment failure during service, the Supplier must promptly take appropriate action to either replace the faulty unit or conduct necessary repairs at their own expense, selecting the option that results in minimal downtime. The rental term shall be adjusted to account for the duration during which the unit remains non-operational, with deductions made at the daily rental rate.
- I. In the unfortunate case of theft or total loss of equipment, the fair market value shall be determined in accordance with generally accepted accounting practices for this type of

equipment. The Supplier must cooperate fully with the County during any investigation related to stolen or lost equipment.

1.04 SERVICE REQUIREMENTS

Supplier's services shall include but not be limited to:

- A. **Timely Response:** Given the critical nature of emergency situations, any delays in responses for chiller unit rental delivery and setup, as well as spot cooler unit rental delivery and setup, shall not be deemed acceptable. The Supplier must prioritize urgent requests and promptly mobilize resources to meet the County's cooling needs in a timely manner.
- B. **On-Site Setup:** The Supplier must promptly arrive on-site with both the chiller unit and the spot cooler unit and commence setup within four (4) hours unless an alternative schedule has been prearranged with the County. Punctuality is of utmost importance to the County, and any failure to meet this stipulated time frame may lead to the County seeking services from an alternative supplier and could result in the termination of the agreement.
- C. **Equipment and Capacity:** The Supplier shall provide portable chillers and spot cooler units with sufficient capacity to meet the County's cooling requirements for each specific project. The portable chillers and spot cooler units must be suitable for the intended applications and capable of delivering optimal cooling performance.
- D. **Environmental Compliance:** The Supplier must ensure that the provided portable chillers and spot cooler units are energy-efficient and comply with all applicable environmental regulations and industry standards. The County places a strong emphasis on sustainability and expects the Supplier to offer environmentally friendly cooling solutions to minimize environmental impact.
- E. **Spot Cooler Variety:** The Supplier shall provide an assortment of spot cooler units in various sizes and equipped with diverse operation voltage configurations, all of which must be in safe and operable condition upon delivery to the designated job site. The Supplier must ensure that the spot cooler units are properly maintained, clean, and free from defects to deliver reliable and efficient cooling performance.

Inclusive Pricing: Pricing for both portable chillers and spot coolers must include the provision of one (1) set of electrical cables, not exceeding a maximum length of 200 feet, and one (1) set of hoses, not exceeding a maximum length of 300 feet, to be delivered with each unit. Additionally, pricing for spot coolers must include 25 feet of properly sized condenser discharge ducting.

1.05 EMERGENCY RESPONSE AND REPLACEMENT GUARANTEE

In the event of unforeseen equipment breakdowns or malfunctions during the rental period, the Supplier must have a robust emergency response plan in place. The Supplier shall guarantee a replacement unit or conduct necessary repairs within a specified timeframe to minimize downtime. If the Supplier fails to provide a replacement or repairs within the agreed-upon timeframe, the County may seek alternative solutions, and the costs incurred may be deducted from the Supplier's payment.

- **Emergency Response:** The Supplier shall maintain a 24/7 emergency response contact number, which shall be provided to the authorized personnel of Manatee County

1.06 EQUIPMENT PICK-UP AND RETRIEVAL

At the end of the rental period or in the event of early termination, the Supplier shall promptly retrieve all rented equipment from the County's premises. The retrieval process must be organized and carried out efficiently, with minimal disruption to the County's operations. The Supplier must ensure that all equipment is thoroughly inspected upon retrieval to account for any damages or missing components. Any discrepancies should be resolved promptly between the Supplier and the County.

1.07 EQUIPMENT AVAILABILITY AND FLEXIBILITY

The Supplier shall maintain a sufficient inventory of portable chillers and spot cooler units to meet the County's varying demands. The Supplier must be able to promptly fulfill rental requests, even during peak seasons or emergency situations. The Supplier shall provide the County with access to an online platform or a dedicated contact point to place rental orders, and they must confirm order receipt and estimated delivery times within a 24-hour period.

1.08 INVOICING

1. The Supplier shall submit detailed and itemized invoices to the County upon completion of each rental project or on a regular basis as agreed upon in the rental agreement.
2. Invoices must include the building location name, project identification number (if applicable), description of the services provided, quantity and unit prices of the rented equipment, and any additional charges incurred with clear breakdowns.
3. Invoices should be submitted to the following addresses:
 - (i) Invoice@manateeclerk.com
 - (ii) The designated contact person for the specific job.

1.09 PRICE ESCALATION/DE-ESCALATION

The Supplier's fees for portable chiller and spot cooler rental services shall remain fixed for a minimum duration of 12 months following the issuance of the Blanket Purchase Order. Any escalation or de-escalation in pricing beyond this period shall be subject to adjustment based on the PPI Index, Number WPU114806 (Refrigeration and Air Conditioning Equipment), reflecting the most recent 12-month change. The Supplier may apply no more than one (1) price increase in any 12-month period. The Supplier shall provide ample notice of any proposed price adjustments to the County for review and approval.

1.10 WARRANTY AND GUARANTEE

The Supplier shall provide a warranty for all rented equipment, ensuring that they are free from defects in materials and workmanship for a specified period. The warranty period should extend for at least the duration of the rental agreement. In the event of equipment failure or malfunctions that are not due to misuse or negligence by the County, the Supplier shall repair or replace the faulty equipment promptly at no additional cost to the County.

1.11 INSURANCE AND LIABILITY

The Supplier shall provide evidence of comprehensive insurance coverage for general liability, including property damage and personal injury, with a minimum coverage limit of \$1,000,000.

Additionally, the Supplier must maintain automobile liability insurance and workers' compensation coverage as required by law. The County shall be named as an additional insured on the Supplier's insurance policies.

1.12 COMPLIANCE WITH LAWS AND REGULATIONS

The Supplier shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including those related to occupational safety, environmental protection, and equipment standards. The Supplier shall maintain all necessary permits and licenses for conducting the rental services specified in this Exhibit.

1.13 REPORTING AND COMMUNICATION

The Supplier shall provide regular progress reports to the County, detailing the status of ongoing rental projects, equipment maintenance, and any potential issues or delays. Effective communication channels shall be established to facilitate timely coordination between the County and the Supplier throughout the duration of the rental agreement.

1.14 TERMINATION OF AGREEMENT

Manatee County reserves the right to terminate this contract at any time. Termination may occur in the event of a breach of contract, failure to meet performance standards, or for any other justifiable reasons as determined by Manatee County.

END EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. The Bidder has provided rental services of portable chillers and pot coolers for at least three (3) commercial clients since August 1, 2017.

Provide the following information for three (3) qualifying client references.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components rented (specify portable chillers and/or spot coolers)

3. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

Bidder must complete <identify which attachment> and submit with its Quote attesting that it has not been convicted of a public entity crime or environmental law in the past five years. The County will verify.

4. Bidder is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

No documentation is required. The County will verify.

5. Bidder is not on the Florida Department of Transportation Contractor Suspended List.

No documentation is required. The County will verify.

6. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

7. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.

8. Bidder has no reported conflict of interests in relation to this ITQ.

If no conflicts of interests are present, Bidder must select below:

() No

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.

END EXHIBIT 2

TERMS AND CONDITIONS

1. **PURCHASE ORDER AND PART NUMBER.** Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
2. **PRICE.** This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
3. **INSPECTION.** All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
4. **ENTIRE CONTRACT.** The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
5. **ACCEPTANCE.** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
6. **DELIVERY.** Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
7. **PACKING AND SHIPPING.** All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
8. **CHANGES AND CANCELLATION.** Buyer may at any time by written order make changes in the materials or work ordered, including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
9. **WARRANTY.** In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
10. **WARRANTY — PRICE.** Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
11. **PATENTS AND DESIGN RIGHTS.** Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
12. **INDEMNIFICATION.** Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
13. **COMPLIANCE WITH LAWS AND REGULATIONS.** Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order. (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
14. **OCCUPATIONAL SAFETY AND HEALTH.** Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
15. **MISCELLANEOUS.** This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.