

**REQUEST FOR BID**

**HVAC SERVICES (PREVENTATIVE AND CORRECTIVE)**

**CITY OF ANKENY, IOWA**

**FEBRUARY 13, 2023**

You are invited to submit a bid for the preventative and corrective maintenance services for the HVAC systems at various municipal buildings as requested by the City of Ankeny Finance Department.

**Name of the Bid** HVAC Services (Preventative and Corrective)

**Deadline for Bid Submittal** Wednesday, March 1, 2023 before 3:00 p.m.

**Bids Shall Be Submitted To** City of Ankeny  
Finance Department  
Attn: Austin Demers, Purchasing Coordinator  
410 West First Street  
Ankeny, IA 50023

***INSTRUCTIONS TO BIDDERS***

**Method of Submittal** Mail Delivery, In Person  
Faxed or e-mailed bids are not acceptable.

**Contact Person** Casy Unga, Facilities Maintenance Superintendent  
**E-mail Address** [cungs@ankenyiowa.gov](mailto:cungs@ankenyiowa.gov)

**Phone/ Fax Numbers** Phone: 515.965.3568 Fax: 515.965.6718

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder.

## **AWARD CRITERIA**

Award of bid shall be made to the most responsible bidder meeting the specifications set forth herein. Respondents are encouraged to include any additional information with proposals in order to obtain the maximum degree of comparability. In addition to the quoted price, the following criteria will be used in determining the award:

- Superior quality and adherence to specifications
- Firm history, number of employees, type of ownership, office locations
- References of jobs requiring similar scope of work
- Insurance requirements

If requested by the City, interviews may be scheduled with the top firm(s) before the contract is awarded.

## **TERMS OF THE CONTRACT**

The initial term of the contract shall be for three (3) years, anticipated to be April 1, 2023 through March 31, 2026 with the option to extend the agreement for up to three (3) additional one-year time periods. The extension is not guaranteed and would be subject to continued satisfactory and consistent performance by the contractor – as determined solely by the City.

The Request for Bid along with a Letter of Agreement, prepared by the City and signed by the Mayor, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met. Similar products and/or services may be added and pricing negotiated during the term of the contract.

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or “lump sum”; to waive irregularities and technicalities in bids; such as shall best serve the requirement and interests of the City.

## **CONTRACTOR EMPLOYEES**

Any person making service calls to City facilities must be identifiable by uniform, proper identification and a marked vehicle. The contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the City, an employee of the contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

## **SAFETY**

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All building structures, equipment and furnishings shall be protected by the contractor from damage, which may be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the contractor, with no expense to the City. The contractor shall erect, install and maintain all temporary public walks, warning signs, barricades and other protective means as may be necessary for the protection of the public from injury.

## **WASTE DISPOSAL – CLEAN UP**

Removal and off-site disposal of construction waste will be the responsibility of the contractor and shall be included in the bid price. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work.

## **PAYMENT TERMS/INVOICING**

Payments are authorized by the city council on the first and third Mondays of the month. Original invoices will be processed for payment within thirty (30) days upon receipt and after all services have been inspected and accepted. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.

## TERMS AND CONDITIONS

- The Planned Maintenance Agreement will be in place for a period of three (3) years, with the option to renew for three (3) additional time periods (annually).
- Two planned maintenance services shall be performed annually, a cooling season service in April, and a heating season service in October. A planned maintenance service shall include all labor and materials to complete the services listed on the Schedule of Included Services (see page 5).
- The Contractor shall provide an inspection report for each facility to be left with each site contact. Inspection reports provide documentation for payment of services. The Contractor will receive payment following each of the two planned maintenance services.
- The City issues payments to vendors by check or EFT.
- No trip charge or per mile rate (or surcharges of any type) will be added to invoices.
- Contractor must have a Lead Safe Renovator Certificate. A copy of this certificate must be sent back with your bid.
- Contractor shall provide a bid for each facility listed, and a total bid for each year of the five-year contract. In addition, a bid is required for services outside the scope of the planned service agreement.
- The following must be included with returned bid document:
  1. General Company Information, pages 6 – 7
  2. Signature Page, page 8
  3. Proof of Insurance (instructions on page 9)
  4. Copy of Lead Safe Renovator Certification
- For questions regarding this bid document, contact Casy Ungs, Facilities Maintenance Superintendent with the City of Ankeny. E-mail [cungs@ankenyiowa.gov](mailto:cungs@ankenyiowa.gov) or call 515.965.3568.

## PRE-BID INSPECTIONS

All interested bidders are encouraged to attend pre-bid site inspections. There will be two dates available – both will cover the same information/buildings. These will be held on the following days:

- Wednesday, February 15<sup>th</sup>, 2023 starting at 9:00am
- Wednesday, February 22<sup>nd</sup>, 2023 starting at 9:00am

The inspections will start at Fire Station #2 located at 665 SE Oralabor Road Ankeny, IA 50021. Casy will coordinate the order in which to visit the remaining locations, but will include:

Location	Address
Fire Station #2	665 SE Oralabor Road Ankeny, IA 50021
Kirkendall Library	1250 SW District Drive Ankeny, IA 50023
Police Headquarters	411 SW Ordnance Road Ankeny, IA 50023
Fire Station #1	120 NW Ash Drive Ankeny, IA 50023
City Hall	410 West First Street Ankeny, IA 50023
Ankeny Senior Community Center	150 NW Ash Drive Ankeny, IA 50023
Public Service Building	1210 NW Prairie Ridge Drive Ankeny, IA 50023
Otter Creek Golf Course	4100 NE Otter Creek Drive Ankeny, IA 50023

Additional locations may be seen upon request. For all HVAC Equipment in use for all buildings covered in this contract, please refer to Attachment A.

## **SCHEDULE OF INCLUDED SERVICES**

The following services will be provided under this agreement, as applicable to the specific equipment noted on the Equipment Schedule (Attachment A) for each City facility.

### HEATING MAINTENANCE:

- clean burners and pilots as necessary
- inspect and adjust burner combustion efficiency
- test high limit and safety controls
- inspect for proper combustion and venting
- inspect heat exchangers for corrosion or cracks
- inspect gas valves for proper operation
- inspect temperature controls for proper operation

### COOLING MAINTENANCE:

- inspect for leaks of refrigerant or oil
- inspect compressors for proper refrigerant charge, starting and running amperage, operating temperatures and pressures
- inspect oil for proper level
- inspect operation of all safety controls including high and low pressure cut outs, oil failure switches and crankcase heaters, adjust as necessary
- inspect and adjust expansion and solenoid valves
- inspect contactors, motor starters and other electrical components for proper operation and pitting of contacts
- inspect air cooled condensers, lubricate motors and bearings as necessary
- clean evaporator and air cooled condenser coils as necessary
- inspect temperature controls for proper operation

### AIR HANDLER MAINTENANCE:

- inspect air handlers, adjust and align belts and sheaves
- inspect contactors, motor starters and other electrical components for proper operation and pitting of contacts
- lubricate all bearings and motors
- inspect and adjust fresh air/return dampers, damper motors and linkages

### GENERAL:

- complete a thorough visual inspection of all equipment listed on the Equipment Schedule for each facility
- tighten all loose belts, nuts, screws and terminal wire connections
- inspect for excessive vibration
- backflow prevention tests shall take place on an annual basis. Results shall be given to the facility contact. City maintained backflow preventers are listed on the Equipment Schedule.

## GENERAL COMPANY INFORMATION

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

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

\_\_\_\_\_

General Description of the Company: \_\_\_\_\_

Type of Organization (franchise, corporation, etc.): \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Has your company received an OSHA violation in the past five years? ☐ Yes ☐ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

### PERSONNEL:

Employee who will oversee the City account if your company is awarded this contract:

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Names, titles, and years of experience of persons expected to service this contract:

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

REFERENCES:

List at least three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Company name, address, contact person, phone number, fax number, e-mail address)

1) \_\_\_\_\_

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2) \_\_\_\_\_

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3) \_\_\_\_\_

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Please feel free to include extra paperwork with your bid document, if needed, to further explain the services your company has to offer.

## SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the conditions under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Zip: \_\_\_\_\_  
Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Phone # (     ) \_\_\_\_\_ Fax # (     ) \_\_\_\_\_

### PROPOSED PRICE: BID PROPOSAL FOR FIRST YEAR OF AGREEMENT

1. City Hall	\$ _____	11. Otter Creek Clubhouse	\$ _____
2. Public Services Building	\$ _____	12. Otter Creek Maint Shop	\$ _____
3. Park Maintenance Shop	\$ _____	13. Police Headquarters	\$ _____
4. Lakeside Center	\$ _____	14. Kirkendall Library	\$ _____
5. Hawkeye Sports Complex	\$ _____	15. Fire Station #1	\$ _____
6. Outdoor Education Center	\$ _____	16. Fire Station #2	\$ _____
7. Ankeny Miracle Park	\$ _____	17. Fire Station #3	\$ _____
8. Prairie Ridge Aquatic Ctr	\$ _____	18. Maintenance Facility	\$ _____
9. Cascade Falls Aquatic Ctr	\$ _____	19. Water Shop	\$ _____
10. Prairie Rdg Sports Complex	\$ _____	20. Wastewater Treatment Bldg.	\$ _____
		21. Albaugh Family Senior Community Center	\$ _____

TOTAL BID YEAR 1: \$ \_\_\_\_\_

TOTAL BID YEAR 2: \$ \_\_\_\_\_

TOTAL BID YEAR 3: \$ \_\_\_\_\_

TOTAL BID YEAR 4: \$ \_\_\_\_\_

TOTAL BID YEAR 5: \$ \_\_\_\_\_

### SERVICES OUTSIDE PLANNED SERVICE AGREEMENT

Regular Time Labor Rate \$ \_\_\_\_\_ hr.

Non-Regular (O.T.) Labor Rate \$ \_\_\_\_\_ hr.

Parts - % of List Price \_\_\_\_\_ %

Response Time \_\_\_\_\_

**TIMETABLE – Please confirm that the services you propose will be available and operational by Friday, April 3, 2023, or your earliest available start date: \_\_\_\_\_**



## **INSURANCE REQUIREMENTS**

For PRODUCTS or SERVICES requiring Contractor's presence on any Agency property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverages set forth in this INSURANCE SECTION.

**Workers Compensation Insurance:** The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

**General Liability Insurance:** The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

**Automobile Liability Insurance:** The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

**Umbrella:** The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

**Subcontractors:** In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

**Qualifying Insurance:** The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

**Additional Insured:** The City of Ankeny, its officers and employees shall be named as additional insured without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

## **CERTIFICATE OF INSURANCE REQUIREMENTS**

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to (HVAC Services (Preventative and Corrective)-City of Ankeny)"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2 Million (minimum). This must be **occurrence form** general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

## GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is **Destination**. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for overshipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original Bid on the forms attached. The bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
19. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law." By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunity.