# City of Bryant

210 SW 3rd Street
Bryant, AR 72022
501-943-0999
www.cityofbryant.com

## Request for Proposals

**REQUEST FOR PROPOSALS FOR HVAC PREVENTATIVE MAINTENANCE & REPAIR SERVICES FOR THE 2025 CALENDAR YEAR**

**FULL BID INFORMATION AND REQUIREMENTS LOCATED AT WWW.CITYOFBRYANT.COM/PAGES/BIDS**

All bids must be emailed, mailed, or hand-delivered to the City of Bryant's Boswell Municipal Complex located at **210 SW 3rd Street, Bryant, AR 72022, Attn: Nichole Manley, no later than Friday, February 28, 2025 at 12:00 P.M.**

**Bidders are required to provide with their bid, City business license and their contractor's license and expiration date.**

**BID OPENING DATE: Tuesday, March 4, 2025 @ 10 AM**

**Location: Boswell Municipal Complex Conference Room, 210 SW 3rd Street, Bryant, AR 72022**

The City reserves the right to reject any or all bids, waive irregularities or informalities of any bid, and make an award in a manner consistent with the law, or deemed in the City's best interest.

Evaluation of the bid will be based on the following criteria:

- Qualifications, Experience, and Competence
- Past Performance
- Office Location (Address)
- Cost
- Response Time

**Bid envelopes must be sealed and marked with the following:**

**"Bid Number: 2025-003 "HVAC Maintenance & Repair Services"**

# Section 1 – General Information

**Introduction:** This Request for Proposal is issued by the City of Bryant to secure a contract that provides adequate and reliable HVAC preventative maintenance and repair services for the Bryant facilities listed in exhibit A.

**Type of Contract:** The contract will be a one (1) year term contract with an anticipated beginning date of March 3 1, 2025. Upon mutual agreement by the vendor and the City of Bryant, the contract may be renewed on a year-to-year basis, for up to two (2) additional one-year terms or a portion thereof. Contract may be voided by either party upon thirty (30) days written notice to the other party.

**Billing**: Invoices shall be delivered to the Finance Department within 30 days of the month billed for. **The contractor must provide copies of their invoices for materials and parts from suppliers when requested.**

**Performance Guaranty:** The client may terminate this agreement for deficiencies in service by informing contractor in writing for the precise nature of the service deficiencies, and giving the contractor 30 days to correct the deficiencies. If client is still dissatisfied with the service at the end of the 30-day probation, the contract will be terminated.

**Caution to Bidders:**

1. Vendors **must** submit five (5) signed, original RFP responses on or before the date specified on page one.
2. The City of Bryant has the right to award this proposal to any Proposer regardless of proposal price. Proposals may not be withdrawn within 60 days after the proposals are opened. Proposal processes shall be in accordance with state law.
3. The City of Bryant reserves the right to award a contract or reject any or all proposals and to waive any and all informalities associated with the proposal, if it is in the best interest of the City to do so. Bids may be rejected for one or more reasons not limited to the following:
    a. Failure of the vendor to submit bid on or before the deadline established by this RFP.
    b. Failure to sign the Official RFP Document.
    c. Failure to complete the Official RFP Price Sheet.
    d. Any wording by the vendor in their response to this RFP which conflicts with or takes exception to a requirement in the RFP.

e. Failure of any proposed goods or service to meet or exceed the specifications.

**Equal Employment Opportunity Policy:** The City of Bryant does not discriminate because of race, sex (including pregnancy), religion, color, handicap, national origin, age, genetic information or political affiliation.

**Delivery of Response Documents:** It is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the RFP solicitation documents. RFP documents received after the date and time designated for bid opening are considered late bids and shall not be considered.

## General Terms and Conditions for Proposals

1. **Restrictive or Ambiguous Specifications:** It is the responsibility of the prospective Proposer to review the entire RFP packet and to notify the Finance Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of proposal procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.
2. **Taxes:** ***Make sure to include all applicable taxes in your proposal.***
3. **Liabilities:** The Proposer shall hold the City of Bryant, its officers, elected officials, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret, process, patented or unpatented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his own expense, any and all actions brought against the City of Bryant because of the unauthorized use of such articles.
4. **Terms and Conditions:** In the event of a conflict between the proposal specifications and these terms and conditions the specifications will govern.
5. **Warranties:** All warranty information must be furnished.
6. **Alternate Proposals:** Alternate proposals are not acceptable and will be rejected unless authorized by the invitation to proposal. Alternate proposals are defined as proposals that do not comply with the proposal terms, conditions, and specifications. Proposers may submit more than one proposal providing that all such proposals comply with proposal terms, conditions, and specifications.

7. **Accidents:** The awarded Proposer(s) will report to the City's designated representative any and all accidents involving any property damage or personal injury immediately following said accident or discovery of accident damage. THE CITY shall be indemnified and held harmless for each accident.
8. **Qualifications of Proposers:** A Proposer may be required, before the award, to show to the complete satisfaction of the City of Bryant that it has the necessary facilities, ability, and financial resources to provide the service or goods specified. In order to clean within the Police Department, vendor must have employees complete CJIS training and pass a background check.
9. **Additional Information:** Proposers are cautioned that any statement made by an individual, or employee of the City of Bryant that materially changed any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.
10. **Acceptance of Terms:** All terms and conditions in the invitation are deemed to be accepted by the Proposer and incorporated in the proposal, except the provision(s) which are expressly excluded by the proposal specifications.
11. **Drug Free Workplace Program for Construction:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the proposal or contract stating that the contractor is in compliance with the provisions of this act.
12. **Public Access to Procurement Information:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be public only after evaluation of that proposal or proposal has been completed.

**Definitions:**

"**Applicant" -** Proposer
"**City" or "City of Bryant" –** The City of Bryant, Arkansas
"**Hourly Labor Rate" -** hourly rate without cost of materials per person
"**Proposer**" - the individual, firm, partnership, joint venture or corporation which submits a proposal to the City of Bryant in response to this RFP
"**RFP**" - Request for Proposals

**Evaluation and Award:** After complete evaluation of the proposals, the anticipated award will be posted to the City of Bryant website.

# Section 2 – Specific Requirements

**Scope:** The intent of this Request for Proposal is to establish a contract to provide adequate and reliable HVAC maintenance and repair services for the City of Bryant as defined herein.

**References:** Vendor must furnish as references a minimum of three (3) current customers located in the State of Arkansas who have received services of the same or similar in scope within the last five (5) years.

**Reference #1**

| |
|---|
| **Business Name:** |
| **Business Address:** |
| **Contact Person and Phone:** |
| **Email Address:** |

**Reference #2**

| |
|---|
| **Business Name:** |
| **Business Address:** |
| **Contact Person and Phone:** |
| **Email Address:** |

**Reference #3**

| |
|---|
| **Business Name:** |
| **Business Address:** |
| **Contact Person and Phone:** |
| **Email Address:** |

**Insurance:** Prior to award, the successful vendor shall furnish an approved Certificate of Insurance from a company or agent licensed in the State of Arkansas, and must keep insurance in force throughout the contract period and any extensions. The insurance may not be modified without the City of Bryant's approval.

The following is a list of liability limits for Worker's Compensation and Employee Fidelity Coverage and standard limits as outlined by vendor's insurance carrier.

1. Worker's Compensation and Employee Liability Policy

| | |
|---|---|
| Worker's Compensation | Statutory Limits |
| Employer's Liability | $1,000,000 each accident |

2. Comprehensive General Liability Policy

Premises and Operation
Contractual Insurance
Personal Injury

Each item listed in section 2 must have:

| | |
|---|---|
| Bodily Injury | $500,000 each person |
| | $500,000 each occurrence |
| Property Damage | $2,000,000 each occurrence |
| | $2,000,000 aggregate |

**The Vendor shall assume all liability for any accidental or criminal occurrence.**

**Requirements and Required Documents:**

# Section 3 – Scope of Services

**Scope of Services:** The City of Bryant is seeking a contractor to perform general HVAC maintenance & repair services for the City of Bryant. The buildings referenced in Exhibit A are to be serviced. Bidders are responsible to verify these quantities and as necessary to submit a competent and responsible bid. The successful bidder will report to the director or their designee.

The Contractor shall have experience on similar service agreements and for making repairs of systems and facilities with similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems for the City defined facilities as stated in Exhibit A. For the purposes of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems to facilitate heating/cooling with minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's maintenance program, filter replacement schedule, and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

**Minimum requirements:** The following are considered minimum requirements to be included in the base-bid price of comprehensive maintenance program. Contractor shall inspect and conduct maintenance and inspections according to manufacturer recommendations and identify any deviations in bid from the following inclusive of planned seasonal start-up and run inspections performed and documented:

Condensing unit comprehensive cooling inspection and coil cleaning (Once a year)
Furnace comprehensive heating inspection and cleaning (Once a year)
Air Handler comprehensive heating inspection and cleaning (Once a year)
Package unit comprehensive heating inspection and cleaning (Once a year)
Package unit comprehensive cooling inspection and coil cleaning (Once a year)
Boiler comprehensive heating inspection/log, tear down, and cleaning (Once a year)
Cooling Tower comprehensive inspection and cleaning (Once a year)
Make up air comprehensive inspection and cleaning (Twice a year)
Water source heat pump inspection and cleaning (Twice a year, including checking trap and condensate drain lines and changing filters)

Return air filter changes (On a semi-annual basis or as modified and agreed)
Exhaust Fans, Hood Fans, and Circulating Air Fans Inspections (Once per year)

**Planned PRE-SEASON Start-up /COOLING:**

Check compressor for proper refrigerant charge
Check for excessive vibration
Check and record current draw
Measure temperature differential across cooling coil
Check contactors and connections for pitting and burning
Check safety controls, relays, contactors
Change air filters
Clean condenser regardless of condition and inspect evaporator coils.
Adjust and replace belts as needed. All belts shall be replaced every 3 years.
Check condition of drive belt (s), motors, wheels
Lubricate motors and bearings, as applicable
Check motor mounts
Clean condensate drain pan and drain and flush
Check space thermostats and calibrate as required
Check time settings of time clocks/clock thermostats
Boiler run inspection

**Planned PRE-SEASON Startup/ HEATING:**

Check burner operation
Check operating and safety controls, limit switches, igniters, burners, sensors
Check Carbon Monoxide levels and record
Check inducer motor and amperage
Check heat exchanger visually for corrosion, cracks and soot build-up
Remove accumulated dirt from bottom of unit
Check condition of drive belt (s)
Lubricate motors and bearings, as applicable
Change air filters
Check motor mounts
Check space thermostats and calibrate as required
Check time settings of time clocks/clock thermostats
Boiler heating inspection/log, tear down, and cleaning

**Semi-Annual and Annual Inspection Reporting**

Upon receiving the Contract, the Proposer will be required to provide a report on each building within 2 weeks of conducting semiannual inspections. Specific items inspected and maintenance work done must be annotated. Specifically identify any problems found and/or repairs or additional work that may be needed. The report will be sent to the city representative and the Finance department at finance@cityofbryant.com and the issue(s) will be discussed and a determination made regarding addressing any issue(s) found, recommended solutions, obtaining cost for solutions, and timeframes to rectify them.

**Technology and Efficient Operation Annual Check & Report**

Upon receiving the Contract, the Proposer will initiate their program and inspections of the City's HVAC system(s) and by September 1st of each year, provide a recommendation for improving efficiency of operation. This assessment includes knowledge of the current systems, use of our HVAC systems, what may have been changed or may have been modified, and daily facility operation that impacts the effectiveness of the system. Proposer must compare each building's energy performance against industry recognized benchmarks and provide the facility owners and operators with an objective assessment of each building's performance. The Proposer will be expected to include any findings from the aforementioned assessment in the semiannual inspection reports. Findings should be specific with regards to applicable building control technologies, possible new strategies on technologies, upgrades, changes or modifications to applications, sensors, set-point changes, software, etc. that could be implemented to enhance current building HVAC system's operation and performance.

**Billable work:** All work beyond and in addition to the scope of this contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the City Representative for consideration and approval obtained prior to work being started. A specific PO number may be assigned for the work, regardless, the invoice for payment will be submitted within 7 working days after all authorized additional work is completed.

The Contractor will troubleshoot the system to diagnose the system's problems and the City shall not incur any extra charge for this service if done during normal working hours. Contractor shall, upon receiving approval, repair or replace failed or worn parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Downtimes are to be scheduled and kept to an absolute minimum. All repairs shall be completed in accordance with the highest standards of the

industry, skill, workmanship, applicable trade practices, meet warranties and in conformance with all applicable laws, codes and regulations.

**Emergency call out service:** Contractor shall provide 24-hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities included in this specification. Normal hours will be considered 8am to 5pm. Emergency call Hours shall be Monday through Friday 5:00 p.m. to 8:00 a.m. and 24 hours each day for weekends and Holidays. Contractor shall have working personnel on-site for normal or emergency responses within 3 hours of the call-out.

**Cost of replacement parts:** It is desired, as an integral portion of this contract, that a discounted amount is clearly annotated in the Pricing Sheet, Exhibit B, for all components and/or parts which must be replaced and that the normal retail cost and discounted cost are clearly annotated on cost proposals initially provided for such work. The stated discounts will be a consideration of this contract award.

**Personnel:** It is the Proposer's responsibility to provide qualified and appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to accomplish all facility HVAC maintenance functions and for making repairs regardless in responding during normal hours or after normal working hours. Proposer's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements. Proof of training and qualifications shall be made available within 1 week upon request or the individual(s) removed from the site.

Contractor is expected to use staff that would pass standard security checks for all personnel assigned to work under this contract. The City reserves the right to approve/refuse any employees. If required, the Contractor may be required to provide Proof of a background check within 1 week upon request or the individual(s) must be removed from the site.

**Subcontracting:** No portion of the work covered by these specifications may be subcontracted.

**Damages:** The contractor and his/her staff will be responsible to protect spaces and finishes and clean up all debris and wipe down surfaces and/or vacuum to leave the space in the same condition as it was prior to starting repairs or conducting maintenance or inspections. The Contractor will be responsible for all damages to the

facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

**Tools and Equipment:** The Contractor shall furnish and maintain all equipment necessary for properly maintaining HVAC systems in City buildings. The City of Bryant reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

All pricing shall include taxes. No destination fees permitted.
Bid questions due no later than, Wednesday, February 26, 2025, to

Nichole Manley
Purchasing Manager
Bryant, AR
501-943-0317
Nmanley@cityofbryant.com

# Section 4 – Criteria for Selection

Proposals by bidders will be evaluated on the basis of criteria deemed most appropriate for a successful partnership. These criteria include, but are not limited to, the following and each shall be weighted on a scale of 0-5 as follows:

**Qualifications, Experience, and Competence** **0 – 5 Points Possible**

Respondents must include information indicating their qualifications, experience, and competence in relation to the services to be performed. A list of references, contact names, and phone numbers should be included.

**Past Performance** **0 – 5 Points Possible**

Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. The proposer will provide a list of similar jobs performed and person whom we can contact for information.

**Office Location (Address)** **0 – 5 Points Possible**

Distance between office location of proposer and the City located at the Boswell Municipal Complex located at 210 SW 3rd Street, Bryant, AR 72022. Less than 5 miles = 5 points, 6-10 miles = 4 points, 11-15 miles = 3 points, 16-20 miles = 2 points, 21 – 25 miles = 1 point, 26 miles or more = 0 points.

**Cost (Provided in Exhibit B)** **0 – 5 Points Possible**

All special offers for cost savings to be extended and to be considered in the evaluation of bidders must be specific and clarified within the Bid Pricing sheet.

**Response Time (Provided in Exhibit B)** **0 – 5 Points Possible**

Minimum Response Time proposer needs after initial call for repairs.

**Note: Depending upon the number of inquiries or clarifications sought, the City of Bryant reserves the right to require additional input from any and all bidders and/ or require that all bidders attend the pre-bid meeting.**

# Exhibit A – Department/ Building List

| Department /Building & Maintenance | ADDRESS |
|---|---|
| **City Hall** | **210 SW 3rd Street** |
| Pre-Season Startup Cooling | |
| Pre-Season Startup Heating | |
| Quarterly Filter Changes (total cost per year) | |
| **Bryant Animal Shelter** | **25700 I-30** |
| Pre-Season Startup Cooling | |
| Pre-Season Startup Heating | |
| **Public Safety Building (Central Station & Police Department)** | **312 Roya Lane** |
| Pre-Season Startup Cooling | |
| Pre-Season Startup Heating | |
| **Fire Station #2 (Hill Farm)** | **1601 South Reynolds Road** |
| Pre-Season Startup Cooling | |
| Pre-Season Startup Heating | |
| **Fire Station #3 (Springhill)** | **2620 Northlake Road** |
| Pre-Season Startup Cooling | |
| Pre-Season Startup Heating | |
| **Public Works includes** | **1017 SW 2nd Street** |
| • **Streets Building** | |
| • **Stormwater** | |
| • **Warehouse** | |
| • **Inventory Control Office** | |
| • **Mechanic Shop** | |
| • **Centrifuge Building** | |
| • **2 Wastewater Treatment Plan Buildings** | |
| Pre-Season Startup Cooling | |
| Pre-Season Startup Heating | |

**List of units at each location can be requested by emailing Nichole Manley at nmanley@cityofbryant.com**

# Exhibit B – Official Price List

Note: Enter cost for all buildings under a department or departmental line.

| Department /Building & Maintenance | Annual Cost |
|---|---|
| **City Hall** | |
| Pre-Season Startup Cooling | $_____ |
| Pre-Season Startup Heating | $_____ |
| Quarterly Filter Changes (total cost per year) | $_____ |
| **Bryant Animal Shelter** | |
| Pre-Season Startup Cooling | $_____ |
| Pre-Season Startup Heating | $_____ |
| **Public Safety Building (Central Station & Police Department)** | |
| Pre-Season Startup Cooling | $_____ |
| Pre-Season Startup Heating | $_____ |
| **Fire Station #2 (Hill Farm)** | |
| Pre-Season Startup Cooling | $_____ |
| Pre-Season Startup Heating | $_____ |
| **Fire Station #3 (Springhill)** | |
| Pre-Season Startup Cooling | $_____ |
| Pre-Season Startup Heating | $_____ |
| **Public Works includes** | |
| • **Streets Building** | |
| • **Stormwater** | |
| • **Warehouse** | |
| • **Inventory Control Office** | |
| • **Mechanic Shop** | |
| • **Centrifuge Building** | |
| • **2 Wastewater Treatment Plan Buildings** | |
| Pre-Season Startup Cooling | $_____ |
| Pre-Season Startup Heating | $_____ |

**Number of Employees:** _____

**Years in Business:** _____

**Office Location:** _____

**Provide response time to trouble calls:**

Normal working hours 8:00 am – 5:00 pm:_____

Evenings after 5:00 pm:_____

Weekends:_____

Holidays:_____

**Provide hourly labor rate charge to trouble calls for:**

Normal working hours 8:00 am – 5:00 pm:_____

Evenings after 5:00 pm:_____

Weekends:_____

Holidays:_____

**Provide specifics regarding any cost savings for Materials or Equipment to be included in this bid and extended to the city for any HVAC repairs and/or replacement of components or any unit serving buildings noted in Exhibit A:**

_____

_____

_____

_____

_____

_____

Upon signing this form, the applicant is acknowledging that all information provided in this RFP is true and will provide documentation requested.
Price given above is the final to the City of Bryant and includes all taxes, overhead and profit to the bidder. The City of Bryant reserves the right to accept any or all part of bids, to reject any or all bids and to award to the bid deemed in the best interest to the City.

_____
Printed Name of Company

_____
Company Address

_____ _____
Telephone Number Fax Number

_____
E-Mail Address

_____ _____
Printed Name of Authorized Signature Date

_____ _____
Authorized Signature Date

**Bid Checklist:**

- ☐ **City Business License**
- ☐ **Contractor's License with Expiration Date**
- ☐ **Five (5) signed, original Bid Responses that includes:**
  - ☐ **Exhibit B – Official Price List**
  - ☐ **Three (3) References (minimum) current customers located in the State of Arkansas who have received services of the same or similar in scope in the last five (5) years**