

**RFP TP23-1009;
HVAC MAINTENANCE AND REPAIR SERVICES
ATTACHMENT A: SCOPE OF WORK**

1.0 SCOPE OF WORK (SOW)

TPS is seeking quotes from qualified, licensed independent Contractor(s) with demonstrated professional competence and experience to provide all labor, equipment, goods, and supplies necessary to provide HVAC Maintenance and Repair Services for multi-story and single-story buildings.

TPS intends to create a “pool” of Contractor(s) to provide HVAC Services utilizing various Contractor(s) which will be available on an as-needed basis. The actual number of Pool participants chosen will depend on the number of qualified proposals received.

TPS reserves the right to add or delete properties as needed.

2.0 GENERAL REQUIREMENTS:

2.1 Contractor(s) shall perform all HVAC services on an as-needed basis.

2.2 Working hours and time restrictions

2.2.1 The contractor must be willing to service the TPS properties during normal business hours (8:00 A.M. – 4:00 PM Monday-Friday).

2.2.2 Contractor(s) shall commence and end all services on the same workday unless approved by TPS in advance. Contractor(s) shall make all effort to reduce to a minimum any inconvenience to the residents of TPS Properties.

2.2.3 Contractor(s) shall conduct all non-emergency work during normal working hours unless deemed by TPS to be disruptive to the normal operations of the organization or an emergency.

2.2.4 Contractor(s) shall arrive at the property location ready to commence work. Contractor arrival to the property location for emergency calls shall be within one (1) hour after notification by TPS, including nights, weekends, and holidays. Contractor(s) shall call or check-in with the TPS representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property.

2.2.5 If a HVAC system will be out of service for more than four (4) hours due to the non-availability of a part or extended time needed for repair, the Contractor shall immediately call the TPS representative who assigned the work and inform him/her of the situation and estimated time of completion and make

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recommendations to restore service temporarily so as to minimize residential impact.

- 2.2.6** Contractor(s) shall inform TPS Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.
- 2.2.7** Contractor(s) shall only invoice TPS for the time spent on the property. TPS shall not pay for time spent in route or traveling to acquire parts/supplies.
- 2.2.7.1** Where union agreements require that technicians be paid from when they leave home for emergency work, TPS will pay for travel time not to exceed thirty minutes. It is the responsibility of the technician and/or contractor to correctly track and document the time in an accurate invoice to TPS.
- 2.2.8** Invoices shall show arrival and departure times to and from the property of all Contactors and employees responding for service.
- 2.2.9** Contractor(s) shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, TPS reserves the right to only pay for customary trade practices.
- 2.2.10** TPS shall not be responsible for trip charges and/or service charges. TPS shall not pay for trip charges or hourly charges if Contractor delivers wrong unit for installation and needs to leave the property to get the correct unit and come back.
- 2.2.11** Contractor(s) shall provide Dispatcher services – 24 hours/7 days-a-week including weekends and holidays so that the Contractor(s) shall respond to calls for service to any TPS property.
- 2.2.12** Contractor(s) shall provide estimates for repairs when requested. If TPS deems such quote to be unreasonable, TPS reserves the right to request quotes from other Contractor(s) for such service. Estimates shall be provided within forty-eight (48) hours.
- 2.2.13** Contractors are required to contact management via phone or email within 12-24 hours of performing the service for final inspection by the Property Manager. Failure to notify Property Managers as required may result in delay of payments and/or termination. Contractor shall provide a statement of work and signed receiver indicating the work performed and acknowledging its completion. A list of TPS employee's names and numbers who are responsible for accepting all work performed by the contractor will be provided at the time of award.

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2.2.14 Contractor shall have a general idea of the scope of work prior to commencement in order to minimize HVAC downtime. In addition, items needed for possible replacement such as compressors and chillers shall be confirmed prior to delivery to avoid HVAC downtime.

2.3 Licensing, Permits, and Safety

2.3.1 Contractor(s) shall comply with and perform all HVAC services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any licenses or permits required under this RFP to do the specified work. Estimates shall include permit charges as a separate line item. The Contractor(s) must disclose:

2.3.1.1 Complaints with the City of Cincinnati and the State of Ohio and their resolution.

2.3.1.2 HVAC license Law or Board rules violations and citations or administrative penalties.

2.3.1.3 License reprimand, probation, suspension, or revocation dates.

2.3.2 Contractor(s) shall only utilize licensed, trained and experienced employees to perform the work required on TPS properties.

2.3.3 Contractor(s) and its employees shall have the relevant licenses required by both the State of Ohio and for the City of Cincinnati.

2.3.4 Contractor(s) or authorized Sub-Contractor(s) shall guarantee all installations to meet and pass City of Cincinnati inspections. Should a HVAC installation or repair made by Contractor(s) or authorized Sub-Contractor(s) not pass inspection, Contractor(s) shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to TPS.

2.3.5 Contractor(s) shall acquire all permits to complete requested work. This requirement should be accounted for as the cost of doing business and included in the hourly pricing submitted to TPS.

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2.4 Equipment and Parts

- 2.4.1** Parts shall be invoiced at Contractor's wholesale cost less the mark-up for profit and cost for handling as annotated on Contractor's Fee Submission Form. TPS reserves the right to audit Contractor's invoices at its sole discretion. Contractor(s) shall make available to TPS any requested invoice showing the price Contractor(s) paid for the part, within three business days of request or TPS shall not be obligated to pay for the part.
- 2.4.2** For definitive purposes, a part is a tangible item that becomes a component of TPS equipment or property. Material and supplies do not become tangible property of TPS (e.g., face masks, hard hats, gloves, etc.). Materials are not billable.
- 2.4.3** TPS reserves the right, if in its best interest to do so, to request a change in products (i.e. brand or type of product) used by the contractor should the produce be deficient and/or not in accordance with TPS's Gold Standards.
- 2.4.4** Contractor(s) shall provide a one (1) year warranty on all parts and labor provided as a result of this RFP and resulting contract.
- 2.4.5** Contractor(s) must provide, at Contractor's own expense, all equipment, labor, materials, supplies, tools, etc., necessary to perform all of the required services, under this RFP and any resulting contract.
- 2.4.6** Contractor(s) shall provide proper equipment. TPS will not pay extra man hours when labor saving devices are readily available; for example, using a shovel when a backhoe is customarily used for the service to efficiently and effectively provide HVAC services.
- 2.4.7** Contractor(s) shall maintain vehicles that are used to respond to calls for service well stocked with commonly used HVAC supplies and equipment so as to eliminate delays and/or interruption of service.
- 2.4.8** TPS shall retain salvage rights on any replaced equipment. However, if the replaced equipment is of no value to TPS, it will be the responsibility of the Contractor(s) to dispose of the equipment.

2.5 Work Site

- 2.5.1** The contractor shall be responsible for contacting Ohio utilities protection services prior to digging to insure no damage is done to underground utilities.

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2.6 COVID-19 Requirements for Work

Vendors entering TPS-occupied buildings and properties must wear PPE (if requested by the Property Manager or TPS employee or TPS resident, if not vaccinated, and/or per CDC guidelines), including but not limited to a mask that covers their mouth and nose. The mask should be worn throughout the entire period of service delivery.

Contractor is to practice social distancing while on site. In addition, Contractor personnel shall be neat and wear uniforms with the company name and an ID badge. This standard of neatness means Contractor staff must appear at the job site in freshly laundered clothing.

TPS will issue badges to individual Contractor employees with their picture.

2.7 Performance Standards

- 2.7.1** Contractor(s) shall arrive at the location ready to commence work. Contractor arrival to the location for emergency calls shall be within one (1) hour after notification by TPS, which may include nights, weekends, and holidays and within two (2) hours for urgent calls. (For all other calls a 2-day response period is acceptable). Contractor(s) shall call or check-in with the TPS representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property. Failure to adhere to this standard will reduce the fee by 25%. If a contingency exists that will not allow for arrival on time, Contractor must call the TPS contact to explain to avoid the penalty
- 2.7.2** Failure to complete repairs properly and in accordance with industry standard will result in at \$50 penalty per incident in addition to either returning to properly complete the repairs or reducing the fees by the cost to have another contractor complete the repairs properly.
- 2.7.3** Failure to complete services within the agreed-upon timeframe will result in a penalty of \$25 per day in which the service is not completed unless a contingency exists in which case you must call your TPS contact and explain.
- 2.7.4** Contractor will ensure ability to perform all services awarded by TPS and/or CMHA. A Contractor claiming inability to perform a service due to insufficient staffing is not acceptable. If Contractor is unable to do the work for which they submitted a quote/proposal, the Contractor's contract for that work will be cancelled in whole or that part of the contract will be inactivated and no longer considered for award.
- 2.7.5** In the event of a schedule conflict, vendors will service TPS first. Failure to do so will result in the vendor being sent a Notice to Cure to complete the service. If the vendor does not complete the service within the date

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specified on the Notice, another vendor may be contacted to perform the service. Per Section 2.4 of the General Terms and Conditions, three warnings (Notices) will result in vendor termination. (This situation is avoidable by arranging a schedule with the Property Manager for services.)

- 2.7.6 Failure to ensure that incident/work orders are completed in their entirety and uploaded to Vendor Café no later than 7:00 AM the next day after completion of the work order will result in a penalty of \$25 per incident/work order.
- 2.7.7 Failure to report for work in proper uniform and with an appearance and condition that is neat and professional may result in a penalty of \$15 per service.
- 2.7.8 Invoices are to be submitted within two weeks after completion of the service (see *Invoicing* in the General Terms and Conditions). If invoices are submitted late, the amount to be paid shall be reduced:

Number of days to submit invoice to TPS after completion of work or receipt by TPS in Yardi (whichever is later)	Performance Deduction from Invoice
<30	0%
>30	30%
>60	50%
>90	75%
>120	100% (No payment)

- 2.7.9 TPS may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

3 The Authority’s Motto and Gold Performance Standards

In 2012, the Authority implemented its motto “Being an Asset to Hamilton County” in addition to establishing Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured. The Gold Performance Standards are:

- | | | | |
|------------------|-------------------|-----------------------|------------------------|
| <i>Respect</i> | <i>Timely</i> | <i>Exceptional</i> | <i>Initiative</i> |
| <i>Excellent</i> | <i>Quality</i> | <i>Accurate</i> | <i>Integrity</i> |
| <i>Value</i> | <i>Creativity</i> | <i>Accountability</i> | <i>Professionalism</i> |

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It is the Authority's intent that the contractor will also adhere to these standards.

CONTRACT TERMS

4.0 Contract Term

4.1.1 TPS intends to enter into a one-year contract with the option, at TPS's sole discretion, to extend four one-year contracts with the successful offeror(s) selected to provide the services.

4.1 Indefinite Quantities Contract (IQC) TPS does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, but will reserve the right to award work on an as-needed basis.

4.2.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount: As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires TPS to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$100; (b) NMCA: \$500,000 annually. TPS reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.