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Snow Removal Services for Campus ATTACHMENT A: SCOPE OF WORK

CMHA is seeking independent contractors with demonstrated professional competence and experience to provide snow removal and/or salting and surface treatment of the CMHA campus parking lot and sidewalks. The Contractor(s) shall provide all materials, labor, equipment and all other items required to satisfy the CMHA's need for timely and professional snow and ice removal services as described herein. Salting and surface treatment services may be included with snow removal or may be a separate operation.

The Contractor(s) selected by the CMHA will be required to follow the CMHA policies as specified in this request, the Performance Based Contract and subsequent purchase orders.

2.1 Scope of Work

- 2.1.1 The contractor shall be responsible for visiting the Campus to review the scope of work, including reviewing the grounds layout and any potential hazards that may affect the plowing services (e.g., parking blocks, curbs, manhole covers, etc.).
 - **2.1.1.1** It shall be the responsibility of the contractor to operate the equipment in a safe and efficient manner; accordingly, any damage that may occur to any of the contractor's equipment in the performance of these services shall be the sole responsibility of the contractor and not that of the CMHA.
 - 2.1.1.2 The contractor shall be liable for any damage done, whether intentional or accidental.
 - 2.1.1.3 If the contractor becomes involved in an accident with a vehicle or pedestrian or if property damage occurs, they must notify the CMHA Facilities Supervisor immediately.
 - 2.1.1.4 The contractor must repair all damage for which he/she is liable as determined by the CMHA. Repairs shall be completed within two weeks.
 - **2.1.1.5** Damages that cause a safety hazard must have temporary repairs made immediately and permanent repairs made within 48 hours unless authorized otherwise.
 - **2.1.1.6** If repairs are not completed in a satisfactory and timely manner, CMHA will have the right to make the necessary repairs and recover the cost from the contractor.
- **2.1.2** Unless otherwise instructed by the designated CMHA contact person, the contractor shall begin snow removal:
 - **2.1.2.1** after two inches or more of snow has accumulated; and/or
 - when snow/ice build-up has become hazardous by causing slick conditions; and/or

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- **2.1.2.3** whenever, at CMHA's discretion, CMHA deems otherwise necessary (CMHA reserves the right to limit the frequency of snow removal at each site even if it contradicts other areas of this contract).
- **2.1.2.4** Further, CMHA reserves the right to limit the amount of plowing at each site for any reason, including as occupancy may dictate.
- 2.1.2.5 It is required that the contractor complete snow removal and salting/surface treatment of the locations specified within 3 hours of notification.
- 2.1.2.6 In the event of back-to-back runs, the contractor must obtain authorization before starting the second run.
- 2.1.2.7 Pre-treating is permitted without prior approval by CMHA staff when a snow event of two inches or more is predicted, during threats of severe ice accumulation on roadways and sidewalks, and/or as requested by property management staff.
- 2.1.3 Remove snow/ice from drives, parking areas, and sidewalks to the entry door(s) in such a manner that they are made safe and operable to vehicles and pedestrians at all times. Entire sidewalk(s) must be free of snow and ice. Contractor must take special care as to not pile salted snow or spread salt/surface treatment on landscaping or on grassy areas.
 - **2.1.3.1** In the event of overnight precipitation ending prior to 2:00 A.M. all driveways, parking areas, sidewalks and steps are to be cleared by 6:00 A.M.
 - 2.1.3.2 In the event of overnight precipitation starting after or continuing after 2:00 A.M. all driveways, parking areas, sidewalks and steps are to be cleared by 7:00 A.M. Extenuating circumstances including but not limited to continuing precipitation may be discussed with the CMHA Facilities Supervisor.
 - **2.1.3.3** During any event, contractor should be aware of tenants and employees with special needs who may need to navigate at any time.
 - **2.1.3.4** Contractor(s) will work for CMHA to maintain snow removal and surface treatment during the duration of any amount of precipitation and every 3 hours during an active snow event of 3 or more inches.
 - 2.1.3.5 Additional snow removal services may be requested by CMHA with additional accumulations throughout the business day. The contractor must be able to respond to these additional requests within a 2-hour timeframe.
 - **2.1.3.6** Shovel and clean out areas around all parked cars (as needed or requested by management).

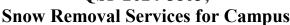
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- 2.1.4 Surface treat drives, parking areas and walks to the entry door at all sites. Walks includes public sidewalks in front and around the building.
 - 2.1.4.1 Contractor to supply additional buckets of surface treatment at each site as deemed necessary by CMHA for the use of melting icy walkways in between plowings.
 - 2.1.4.2 Surface treatment for sidewalks means Ice Melt or equal environmentally safe, concrete-friendly ice melting solution or granule capable of melting ice even at extremely low temperatures. CMHA reserves the right to request a change in product if in the best interests of CMHA.
 - 2.1.4.3 All materials must be applied per manufacturer's directions. Material selection and manufacture directions must be provided when requested.
 - 2.1.4.4 Salt and surface treatment should be increased or decreased based on pavement surface temperature and air temperature.
- 2.1.5 The contractor shall pile snow on CMHA property in a manner as to not block streets, drives, sidewalks, parking areas, vehicles, mailboxes, fire hydrants or any utility access. Further, do not pile snow on landscaping or in a manner that would impede the drainage of melting snow or rain run-off, or the piling of additional snow from future plowing.
 - 2.1.5.1 The contractor is responsible for locating fire lanes, handicap ramp entrances, handicap parking, curb cuts, parking lot drains and plant material. Snow shall not be stored in these areas. The storage of snow from a heavy snow should be, if possible, stored in the vicinity to an open drain or on the low side of the parking lot to reduce freezing run off.
 - **2.1.5.2** Parking spaces should be cleared to the curb and snow pushed in such a way to minimize the use of parking spaces for snow storage.
 - 2.1.5.3 Snow plow angle should be used in a way to prevent parked vehicles from being blocked by snow.
 - **2.1.5.4** Parking lots occupied by vehicles during a snow storm shall have parking lot throughways and driveways cleared to allow for egress of vehicles. All empty parking spots are to be cleared while on site.
 - 2.1.5.5 In the event of a snow fall during regular business hours, driving lanes will be plowed & salted as is necessary at regular 3-hour intervals throughout the day.
 - 2.1.5.6 The contractor is responsible for identifying sites with parking bumpers and to use caution while removing snow near them to prevent damage.

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- **2.1.6** The contractor is responsible for the removal of snow from excessive snow accumulation that cannot be piled on CMHA property; and such snow shall be taken to an appropriate and legal site for dumping.
- **2.1.7** Call backs due to improper service or inadequate material usage will be the sole financial responsibility of the Contractor and not billable to the CMHA.
- **2.1.8** Report to the CMHA Facilities Supervisor immediately:
 - **2.1.8.1** When arriving on site.
 - **2.1.8.2** If equipment breaks down and will cause a delay in service.
 - **2.1.8.3** If any Facility cannot be plowed and the reason why.
 - If Contractor cannot perform expected services in a timely manner as required, the CMHA reserves the right to call another vendor.
 - **2.1.8.4** If any damages or incidents occur while on the property.
 - **2.1.8.5** At the completion of service for approval.

2.2 Contractor Requirements.

- **2.2.6** Contractor shall be responsible to supply all snow removal equipment, all salt/surface treatment spreading equipment, all salt/surface treatment to be used at sites, all fuel, all maintenance to said equipment, and the means of removing excess snow that cannot be piled on CMHA property. Contractor shall also be responsible for all appropriate vehicle licensing and motor vehicle insurance.
- 2.2.7 Snow removal services are considered by HUD to be a maintenance labor service requiring a minimum hourly wage rate. Contractor must pay all maintenance laborers under any awarded contract not less than the rate contained in the wage determination of the Secretary of Housing and Urban Development. This document is provided in Attachment G.
- 2.2.8 CMHA will not be responsible for any fees from or incurred by the contractor, including but not limited to licensing fees from any governmental body, disposal fees, bid fees, etc.
- 2.2.9 The Contractor shall be available for contact on a twenty-four (24) hour day, seven (7) day a week basis, including holidays. Snow removal personnel and equipment shall be at contracted sites for snow removal within three (3) hours after notification by the CMHA.
- **2.2.10** The contractor must also provide multiple phone numbers with contact personnel which can be reached when equipment and/or personnel are called to work. Telephones must be answered twenty-four hours per day.
- **2.2.11** Contractor's plow trucks shall be identified with the name of the contractor's business on both sides of the truck.
- **2.2.12** The contractor must supply a fully qualified, licensed and responsible driver for all equipment. The contractor must supply the name(s) of the driver(s) for each vehicle upon request.
- **2.2.13** CMHA reserves the right to reject and disqualify any driver with a history of poor performance or a driver that exhibits behavior which CMHA believes will result or has resulted in unacceptable performance. The contractor will be immediately notified and shall make a replacement driver available within two (2) hours.

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1.0 Performance Standards

- 1.1 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 CMHA, which may include nights, weekends, and holidays and within two (2) hours for all others. Contractor(s) shall call or check-in with the CMHA 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 CMHA contact to explain to avoid the penalty
- 1.2 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.
- 1.3 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 CMHA contact and explain.
- 1.4 In the event of a schedule conflict, vendors will service CMHA 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 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.
- 1.5 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 CMHA after completion of work or receipt by CMHA in Yardi (whichever is later)	Performance Deduction from Invoice
<30	0%
>30	30%
>60	50%
>90	75%
>120	100% (No payment)

1.6 CMHA 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 and may be considered by CMHA in the award of future work under this contract and award of future contracts.

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2.0 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:

Respect	Timely	Exceptional	Initiative
Excellent	Quality	Accurate	Integrity
Value	Creativity	Accountability	Professionalism

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

3.0 Unauthorized Sub-Contracting Prohibited: The contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this contract (including, but not limited to, selling or transferring the contract) without the prior written consent of Procurement. Any purported assignment of interest or delegation of duty, without the prior written consent of Procurement shall be void and may result in the cancellation of the contract with CMHA/TPS, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by Procurement.