



#### **Attachment A**

**RFP NO: 2020-1015**

#### **Statement of Work: Plumbing Maintenance Services**

#### **SCOPE OF SERVICES**

The Housing Authority of Covington (HAC) is seeking proposals from qualified entities to meet the following requirements in providing plumbing maintenance services to HAC owned properties throughout Covington, Kentucky. There are approximately 235 units at our Latonia Terrace location, 366 units at our City Heights location, 155 high-rise units at our Golden Tower location, 26 units at our Academy Flats location, 69 units at our Emery Drive location, and 43 scattered sites totaling slightly over 890 units.

HAC 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 Plumbing Maintenance Services for multi-story and single-story buildings. The awarded Contractor(s) shall also provide electric and gas water heater installation, repair and replacement and emergency backhoe services; locate, repair and replace leaking water and sewer pipes (PVC, CPVC, galvanic pipe and copper tubing); unclog sewer lines; unclog drains; jet drain lines; install backflows (including testing and repair); scope drain lines; and repair and replace gas lines and fittings, as well as maintain, repair and/or replace boilers and chillers.

HAC intends to create a “pool” of Contractor(s) to provide Plumbing Maintenance 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 quotes received.

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

#### **GENERAL REQUIREMENTS:**

Contractor(s) shall perform all plumbing maintenance services on an as-needed basis at all HAC properties with no exceptions.

##### **1. Working hours and time restrictions**

- The contractor must be willing to service HAC properties during normal business hours.

- Contractor(s) shall commence and end all services on the same workday unless approved by HAC in advance. Contractor(s) shall make all effort to reduce to a minimum any inconvenience to the residents of HAC Properties.
- Contractor(s) shall conduct all non-emergency work during normal working hours unless deemed by HAC to be disruptive to the normal operations of the organization or an emergency.
- 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 HAC, including nights, weekends, and holidays. Contractor(s) shall call or check-in with the HAC 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.
- If a plumbing/water/sewer or boiler 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 HAC representative who assigned the work and inform him/her of the situation and estimated time of completion and make recommendations to restore service temporarily so as to minimize residential impact.
- Contractor(s) shall inform HAC 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.
- Contractor(s) shall only invoice HAC for the time spent on the property. HAC shall not pay for time spent in route or traveling to acquire parts/supplies.
- Where union agreements require that technicians be paid from when they leave home for emergency work, HAC 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 HAC.
- Invoices shall show arrival and departure times to and from the property of all Contractors and employees responding for service.
- Contractor(s) shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, HAC reserves the right to only pay for customary trade practices.
- HAC shall not be responsible for trip charges and/or service charges.
- 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 HAC property.
- Contractor(s) shall provide estimates for repairs when requested. If HAC deems such quote to be unreasonable HAC reserves the right to request quotes from other Contractor(s) for such service. Estimates shall be provided within forty-eight (48) hours.
- 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 HAC employee's names and numbers who are responsible for accepting all work performed by the contractor will be provided at the time of award.

## **2. Licensing, Permits, and Safety**

- Contractor(s) shall comply with and perform all plumbing maintenance 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:
  - i. Complaints with the City of Covington and the State of Kentucky and their resolution.
  - ii. Plumbing license Law or Board rules violations and citations or administrative penalties.
  - iii. License reprimand, probation, suspension, or revocation dates.
- Contractor(s) shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFP or any resulting contract. Contractor(s) shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
- Contractor(s) shall only utilize licensed, trained and experienced employees to perform the work required on HAC properties.
- Contractor(s) shall have plumbers on staff that possesses the relevant licenses required by both the State of Kentucky and for the City of Covington.
- Contractor(s) or authorized Sub-Contractor(s) shall guarantee all installations to meet and pass City of Covington inspections. Should a plumbing 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 HAC.
- 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 HAC.
- Contractor(s) shall pay all of its employees, including any and all approved Sub-Contractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage. Wage Determinations can be accessed via the Department of Labor website, [www.wdol.gov](http://www.wdol.gov)

### **3. Equipment and Parts**

- Parts shall be invoiced at Contractor's wholesale cost plus the mark-up for profit and cost for handling as annotated on Contractor's Fee Submission Form. HAC reserves the right to audit Contractor's invoices at its sole discretion. Contractor(s) shall make available to HAC any requested invoice showing the price Contractor(s) paid for the part, within three business days of request or HAC shall not be obligated to pay for the part.
- HAC 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 HAC's standards.
- Contractor(s) shall provide a one (1) year warranty on all parts and labor provided as a result of this RFP and resulting contract.
- 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.
- Contractor(s) shall provide proper equipment. HAC 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 plumbing maintenance services.
- Contractor(s) shall maintain vehicles that are used to respond to calls for service well stocked with commonly used plumbing supplies and equipment so as to eliminate delays and/or interruption of service.
- HAC shall retain salvage rights on any replaced equipment. However, if the replaced equipment is of no value to HAC, it will be the responsibility of the Contractor(s) to dispose of the equipment.

### **4. Contractor Responsibilities**

- Contractor shall perform national criminal history checks for Ohio, Indiana, and Kentucky, and 10-panel drug screening tests on all prospective employees performing work under this contract and provide summaries of the results to HAC upon request, at the sole expense of the Contractor. For the purposes of this section, the term "employees" includes contractor. Prospective employees whose criminal background check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual offenses or harm to persons or property shall not be employed to perform work under this RFP or any resulting contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the contractor. Any employee of the Contractor suspected of being under the influence of drugs and or alcohol will be reported to local law enforcement. If the employee is determined to be under the influence of drugs or alcohol in any form or manner, or believed by proper authority to be dealing in illicit sale of alcohol or drugs they will be removed and shall not be allowed to return to any job site on HAC's property. The Contractor's contract may be suspended and/or terminated should such a situation occur or if the Contractor fails to submit results pursuant to this section.

- Local union drug testing cards are acceptable as long as the strictest of the requirements of this RFP and local union requirements are met. However, the Contractor remains responsible for monitoring that drug testing is being completed and ensuring acceptable results.
- Contractor(s) shall provide uniforms and ID Badges identifying Contractor for all employees working on HAC's properties. No employees will be allowed on HAC's properties out of uniform and without his/her ID badge on his/her person. Contractor(s) must submit a picture of the uniform and a sample of his/her ID badge if requested by HAC.
- Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by HAC, Contractor shall immediately replace such personnel with an acceptable substitute to HAC.
- The contractor and its employees shall at all times represent themselves in a courteous and professional manner. All posted driving and speed regulations shall be observed.

## **5. Work Site**

- Upon completion of the work, Contractor(s) shall clean up the area where the work was performed and Contractor(s) shall remove any debris generated by the repairs from HAC's premises. At no time, will Contractor(s) discard debris into any HAC refuse container.
- Contractor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor(s) will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- The contractor shall be responsible for notifying HAC immediately of any damages (i.e. fire, container leaking) deemed to be a health or safety hazard whether the damage is caused by the contractor or other means.
- The contractor shall be responsible for contacting Kentucky utilities protection services prior to digging to insure no damage is done to underground utilities.
- Conservation of Utilities – The Contractor shall practice utility conservation in all HAC facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:
  - Lights shall be used only in areas where and when work is actually being performed.
  - Water faucets or valves shall be turned off after the required usage has been accomplished.

## **6. Invoicing**

- Contractor shall not perform any services without a Purchase Order or a Purchase Order Number. If Contractor performs services without a Purchase Order, HAC shall not be required to pay Contractor for those services or materials.

- All invoices must have a valid PO number.
- All Invoices must include the date property was serviced in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to HAC or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment.
- Contractor is responsible for monitoring the amount of their services charged against the Purchase Order to ensure they do not exceed the Purchase Order amount. Contractor's services shall not exceed the dollar amount in the Purchase Order. If Contractor's services exceed the dollar amount in the Purchase Order, those services shall be considered as working without a Purchase Order.
- All invoices must be submitted within two weeks for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.
- HAC will not pay invoices until services are fully completed as scheduled. Contractor shall provide a statement of work and signed receiver indicating the work performed and acknowledging its completion.
- Invoices shall be sent to Finance, 2300 Madison Avenue, Covington, KY 41014 or [accountspayable@hacov.org](mailto:accountspayable@hacov.org)

## **7. Performance Standards**

- For each time the Contractor is late to arrive for a scheduled service, the Contractor's fee may be reduced 10% for that service.
- Failure to comply with the emergency response time may result in a reduction of the Contractor's fee by 15% for that service.
- The Property Manager or Maintenance Supervisor 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.

## **CONTRACT TERMS**

The successful Offeror shall be expected to execute HAC's standard professional service contract as an Indefinite Quantities Contract (IQC). The term of the contract shall be effective when executed by HAC for a period of one (1) year with the option, at HAC's sole discretion, to extend four (4) one year renewals, unless sooner terminated in accordance with the contract. Contract negotiations and renewals will be discussed upon the interview, if applicable, with selected candidates.

Indefinite Quantities Contract (IQC) – HAC 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.

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 HAC to award the responsive and responsible contractor a Guaranteed Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$500; (b) NMCA: \$500,000. HAC reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.

**Please note: HAC reserves the right to engage multiple service providers, as needed, based on area of expertise.**

The contract with the selected plumbing maintenance company will include a ninety (90) day term extension at the existing billing rates after contract expiration (if convenient to HAC).