



DATE XX

## REQUEST FOR PROPOSAL

Contact: Director of Maintenance and Operations  
646 261 0801  
2021MaintenanceRFP@hopeci.org  
174 E 104<sup>th</sup> St, New York, NY 10029

Hope Community Inc (“Hope”) is seeking a contractor to provide maintenance, repairs, and emergency services at the attached addresses throughout the five boroughs.

Detailed submission guidelines and requirements are outlined in the RFP, specifications, and cost breakdown.

Hope plans to select several requirements contractors on the basis of factors stated in the RFP which include, but are not limited to: the quality of the proposal, experience of key staff identified in the proposal, experience and quality of the proposed project team proposed, demonstrated successful experience in performing services similar to those encompassed in the RFP, and the proposed fee.

Respondents may submit questions and/or request clarifications no later than XX. Questions regarding the subject matter of this RFP should be directed to 2021MaintenanceRFP@hopeci.org. Answers to all questions will be send via email by 2021MaintenanceRFP@hopeci.org.. Questions regarding the subject matter of this RFP will not be accepted after 5:00 P.M. on XX.

All proposals must be emailed to 2021MaintenanceRFP@hopeci.org. The proposal must be prepared in the following format:

1. Cover Page reflecting the company name, date of the proposal, name of the authorized person submitting the proposal and their direct phone number and email address.
2. Sample Certificate of Insurance
3. Initialed Terms and Conditions - each page must be initialed
4. Initialed Specifications - each page must be initialed
5. Completed Cost Sheet
6. Identified Key Staff with Resumes and any applicable Certifications and Licenses
7. Demonstration of Similar Services Performed
8. Qualifications Sheet and Attachments

RESPONSES ARE DUE NO LATER THAN 11:59 P.M. on XX. Modification of Bids already submitted will be accepted if received prior to the deadline for submission of Bids. No bids will be accepted after such deadline.

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**1. INSURANCE**

**a.** The Contractor is required to carry insurance as required by the attached Exhibit "X" or Hope Community Inc.'s online system. If the current policy of the Contractor does not meet Hope Community Inc's insurance requirements for the Work to be performed, the Contractor agrees to add the additional coverage as required at its own expense.

**b.** The Contractor shall submit its insurance credentials through Vendor Shield. Therefore, if contracted, the Contractor must sign up for Vendor Shield. There are costs associated with signing up with Vendor Shield. Any and all costs associated with using Vendor Shield by the Contractor shall be borne by the Contractor, and is assumed included in the unit costs provided by the Contractor.

**c.** Please refer to Letter for Vendors using VendorShield.

## 2. TERMS AND CONDITIONS

### a. Scope Overview

The Contractor agrees that it was provided with ample time to visit the buildings listed in section 5 to assess and determine its unit price.

### b. Agreement

The Contractor understands that Hope Community Inc. is the managing agent. The Contractor will enter into an agreement with an individual and independent housing company. Generally, a housing company has 39 buildings in its portfolio. Hope Community Inc. currently works with ten housing companies.

### c. Independent Contractor

In no event shall this be considered an agreement of employment, partnership, or agency. The Contractor shall be solely responsible for all wages and benefits owed to its employees, and Hope Community Inc. and Housing Company shall have no obligation with respect thereto.

### d. General

The following description of systems and services intends to convey a general understanding of the work required. Notwithstanding the descriptions contained herein, the intent of the Contract is to provide for all necessary services to be supplied such that a full routine maintenance, breakdown attendance and emergency repair service is guaranteed.

### e. Compliance

Contractors shall comply with all federal, state, and local laws, codes, rules, regulations, orders, ordinances, and applicable governmental authorizations, whether or not such laws and requirements were in effect on the date the Contract or became effective after the date of the Contract, and whether or not reflected in the Specifications. The most stringent law shall apply regardless of agency hierarchy. The Contractor shall reimburse Hope Community Inc. for any fines and costs incurred by Hope Community Inc. due to noncompliance by the Contractor. Hope Community Inc shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project, since these are solely Contractor's responsibility. Hope Community Inc shall not have control over, charge of or responsibility or liability for any acts, errors, omissions or other conduct of the Contractor, any sub-contractors or any consultants, including without limitation, any architect, engineer or other design professional, or their agents or employees, or any person performing any of the Work or providing any services in connection with the Project not directly employed by Hope Community Inc..

### f. Responsibility

The Contractor is responsible to ensure compliance with safety, health, environmental rules and regulations. The Contractor shall ensure that all worker certifications, license requirements, permits are identified and obtained before performing regulated work. The Contractor guarantees competence in the execution of services required by the magnitude of the contract. The Contractor shall ensure all work conforms to latest recognized industrial standards and specifications.

The Contractor is required to provide all personal protective equipment (PPE) such as harnesses, hardhats, safety glasses, and breathing protection as applicable for the Work to be performed by the service personnel. The Contractor hereby certifies that such service personnel are trained and qualified in the use of the PPE provided. The Contractor further certifies that it holds regular safety meetings with its service personnel.

### g. Standard of Care

Contractor shall perform and deliver the Services with care, skill, and diligence, in accordance with the standard of care exercised by companies that perform similar services and functions. The Contractor shall comply and cause the construction of the Project to comply with, the standards and customary practices of construction in the City of New York.

**h. Staffing**

The Contractor shall maintain adequate professional expertise, qualified staff and management to ensure work is completed as required. Only qualified workers shall perform the work. The work force shall demonstrate competence in all assigned tasks.

**i. HOPE Vendor Cafe**

The Contractor must become a Vendor with Hope Community Inc. using Contractor credentials and Tax ID numbers within three (3) business days of award. Hope Community Inc. will send an invitation to the Contractor to join Vendor Café. The Contractor must promptly, within two (2) business days of receiving the invitation, sign up for Vendor Café. There are costs associated with signing up for Vendor Café. Any and all costs associated with using Vendor Café by the Contractor shall be borne by the Contractor and not charged to Hope Community Inc. or the housing company. There are training services available through Vendor Café should the Contractor need.

**j. Point of Contact**

The Contractor shall assign personnel to serve as a single Point of Contact for the work orders, scheduling, issues, and invoicing. The Point of Contact shall be responsible for all Contractor activities under this contract and for the enforcement of all contract requirements. The Point of Contact shall be empowered to make day to day decisions related to all on-site performance of this contract. The person shall serve as the focal point for all work and shall be responsible for the coordination of all on site activities. The Point of Contact may delegate a member of the on-site staff as the Foreman to assume authority.

If the assigned Point of Contact no longer works for the Contractor, Hope Community Inc. must be informed immediately, and a new Point of Contact must be assigned and communicated to Hope Community Inc. within 24 hours.

**k. Response Time**

Time is of the essence in this Contract and the immediate actions shall be to provide routine maintenance and emergency call-out, as well as repair and replacement service, such that the downtime experienced by Hope Community Inc. is avoided or, where unavoidable, kept to a minimum.

The Contractor shall be available on-call at all times, i.e. 24 hours a day, seven days a week, 365 days a year including weekends and holidays.

**Routine Calls:**

All Routine Calls shall be completed within 72 hours of receipt except for situations that adversely affect the living or working environment, which shall be completed within eight (8) hours.

**Emergency Calls:**

For Emergency Calls, the Contractor shall be on the job site and working within two (2) hours after receipt of the call during work hours and shall be on the job site working within four (4) hours during weekends or holidays or after 5 P.M. The Contractor shall work continuously to correct the problem so that emergency is repaired.

If the Contractor fails to respond to an emergency call within the herein agreed-on time, Hope Community Inc. may call another firm to handle the problem. If this occurs, the Contractor agrees to pay Hope Community Inc. \$250.00 plus the difference between the agreed upon unit cost and the cost it cost Hope Community Inc. to correct the problem.

Unless otherwise specified, the Contractor shall perform services between 9:00 A.M. and 5:00 P.M., five days per week, Monday through Friday.

**I. Work Order Initiation**

The Contractor does not have the right to refuse to perform any Work that is included within this Proposal.

Hope Community Inc. will notify the Point of Contact of a potential Work Order and schedule a conference call or a site meeting within the time frames specified in the Response Time section above. Meeting shall result in addressing the desired Scope of Work, presenting alternatives for performing the Work and value engineering, access to the Site and protocol for admission, hours of operation, staging area, requirements for equipment or materials for which the Contractor may be required to submit a cut sheet, technical data, shop drawings, or material samples for review/approval, construction duration, the presence of hazardous materials.

Contractor shall submit its signed proposal based on the agreed upon costs through Vendor Cafe within 24 hours, or as accepted by Hope Community Inc. in writing, of request for all Routine Calls. No other method of submitting proposals will be acceptable.

Modifications or change orders must be submitted through Vendor Cafe in a timely manner, within three days of Hope Community Inc's request or the Contractor discovering the change. Contractor shall submit all Request for Information regarding the issued Work Order through Vendor Cafe.

**m. Access**

For apartment renovations, the Point of Contact shall arrange for key pickup from Hope Community Inc. and shall submit a signed receipt for key pickup. The Point of Contact shall arrange to return all keys obtained by Contractor personnel for the performance of the apartment renovation and shall submit a signed receipt for their return. If the Contractor is given a grand master key, the Contractor agrees to rekey the building at its own expense if the master key is lost.

For all other work, Hope Community Inc. will meet the Contractor on site and provide access. The service technician must sign a sign-in log when entering and leaving the facility with the site superintendent. If this log is unavailable, the technician must email 2021MaintenanceRFP@hopeci.org.

**n. Hazardous Material**

If Contractor did not have receive a complete Hazardous Materials Report prior to starting Work, Contractor shall inform and request such report from Hope Community Inc.. In the event that, after the commencement of the Work, Contractor discovers materials or substances at the Site believed to be Hazardous which have not been removed or rendered harmless, the Contractor shall immediately stop Work in the affected area and promptly report the condition to Hope Community Inc. via email. The Work in the area reported as affected shall not thereafter be resumed until the Hazardous Materials Expert has certified that such Hazardous Material has been removed or rendered harmless and the Hope Community Inc. have determined and directed that the Work may be resumed.

**o. Supplies and Materials**

Unless otherwise specified, Contractor supplies, and materials shall be of industrial quality and most suitable type or grade for the respective work. The Contractor shall provide submittals to 2021MaintenanceRFP@hopeci.org.

In unoccupied units, the Contractor may leave its materials inside the apartment given that the Contractor stores supplies and materials in accordance with the manufacturer's recommendations, in a neat and organized fashion, takes full responsibility for any lost or stolen

supplies and materials that were left in the apartment and any damage caused by storing the material in the apartment.

In occupied units, no storage of supply or material is allowed even if the tenant communicates approval for the Contractor to leave its materials.

In common areas, storage of supply or material is not allowed if the Contractor is not on duty. When on duty, the Contractor must take all precautions to ensure safety.

**p. Maintenance Requirements**

All inspections, tests, maintenance services and repairs shall be carried out generally in accordance with the manufacturers' recommended instructions and to the satisfaction of the Hope Community Inc. and the housing company.

**q. Documentation, Tracking, and Reporting**

Maintenance Log: Unless agreed by Hope Community Inc. and the Contractor in writing as inapplicable, the Contractor must completely infill Maintenance Logs at each piece of equipment to provide technicians and in-house staff a quick understanding of the service status for each piece of equipment. The Contractor is responsible for ensuring all logs are completely and legibly filled. A picture of the updated Maintenance Log must be emailed to 2021MaintenanceRFP@hopeci.org within 6 hours of completion of service. A sample is attached.

Technician Report: The Contractor shall provide to 2021MaintenanceRFP@hopeci.org a complete task sheet in excel sheet listing the equipment serviced and its measurements, results and report of test analysis performed, if applicable whether equipment was calibrated, explanation of exactly what was done for every scheduled service call, recommendations for improvements, repairs, and replacements, and any safety hazards or possible environmental quality problems within 24 hours of completion of service. Any electronically acquired data regarding the service call must be attached with the Technician Report and emailed to 2021MaintenanceRFP@hopeci.org.

**r. Protection of Tenant and Hope Community Inc. Property**

The Contractor shall take special care to protect tenant and Hope Community Inc. property from damage or disfigurement. This includes but is not limited to furniture, hallways, walls, ceilings, floors, baseboards, and other surfaces. The Contractor shall return areas damaged because of work under this contract to their original condition, including but not limited to painting, refinishing, or replacement, if necessary.

**s. Work Site Clean Up**

The Contractor shall keep all supplies, equipment, tools, and machines out of traffic lanes or other areas where they might create a hazard. At the end of each work period, the Contractor shall secure all supplies, equipment machines, and tools in closets or other areas provided for this purpose. Unless the contractor receives written approval from Hope Community Inc., any chemicals brought on site shall be removed by the Contractor, along with any waste associated with them, and hazardous chemicals shall not be put into the buildings waste stream.

**t. Work Deficiencies**

If the Contractor defaults or neglects to carry out the Work in accordance with the Work Order, Terms and Conditions, and Specifications and fails within seven (7) day period after receipt of written notice from Hope Community Inc. to commence and continue correction of such default or neglect to provide a plan to Hope Community Inc. setting forth a reasonable timeframe, within two weeks, that Work will be commenced, unless otherwise agreed to by the Contractor and Hope Community Inc., Hope Community Inc. may after such seven (7) day period give the Contractor a second written notice to correct such deficiencies within a three (3) day period. If the Contractor within such three (3) day period after receipt of such second notice fails to

commence and continue to correct any deficiencies, Hope Community Inc. without prejudice to other remedies it may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor for the reasonable cost of correcting such deficiencies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to Hope Community Inc..

**u. Warranty/Guarantee**

The Contractor agrees that materials and equipment furnished under this agreement will be new and of good quality, and that the material and equipment will be free from defects. The Contractor agrees that the Work will conform to the requirements of the Specifications, in a good and workmanlike manner. The Contractor is required to cure any defect discovered by Hope Community Inc. during the one-year period, or more per the specifications.

**v. Payments**

The Contractor shall invoice Hope Community Inc. via Vendor Café after services are rendered and accepted. The invoices submitted must include the purchase order, hours worked, technician report, services performed, and if applicable, invoices for materials purchased. Invoices must be received within 90 days of service, after which they will not be paid. The Contractor shall not email to inquire about the status of payment. The Contractor must check Vendor Café for status of invoice(s), where the latest status updates are available. If the Work is accepted and all necessary paperwork is received, a payment is generally issued within sixty (60) days.

**w. Lien Waivers**

The Contractor shall pay for all labor and materials furnished to the Project and cause all mechanics liens, materialmens liens, or similar liens filed with respect to the Project to be promptly discharged in accordance herewith.

**x. Data**

All correspondence, reports, plans, processes, and contract related data shall be in electronic format. All data and documents generated by the Contractor under this contract is Hope Community Inc.'s property.

**y. Successors and Assigns**

Contractor shall not be permitted to assign this Agreement or to subcontract any of its obligations hereunder without the prior written consent of Hope Community Inc., which may be withheld for any or no reason. If Hope Community Inc., consents to any subcontracting by Contractor, each subcontractor shall be required to maintain the same kinds of insurance, with the same minimum coverages, as are required of Contractor hereunder and each subcontract shall impose on the subcontractor the same obligations with respect to the indemnification and defense of the Indemnitees as are set forth in this Agreement.

**z. Indemnification**

To the fullest extent permitted by law, Client shall defend, indemnify, and hold Hope Community Inc. and its members, principals, officers, employees, agents, representatives, consultants, successors, and assigns harmless from and against any and all claims, damages, liabilities, judgments, awards, costs and expenses (including, without limitation, reimbursement of attorney's fees, expert witness fees, and court costs) incurred either as a defendant or witness arising out of all claims in connection with this Agreement, the Project or the Services.

**aa. Termination**

Hope Community Inc. may terminate this Agreement at any time, with or without cause, on not less than five (5) days written notice to the Contractor. Upon termination of this Agreement, or upon Hope Community Inc.'s earlier request, Contractor will immediately deliver to Hope



Community Inc., and will not keep in Contractor's possession, recreate, or deliver to anyone else, any and all Hope Community Inc. property, including, but not limited to, Confidential Information, all devices and equipment belonging to Hope Community Inc., all electronically-stored information and passwords to access such property, and any reproductions of any of the foregoing items that Contract may have in Contractor's possession or control.

The Contractor may elect to withdraw from the Agreement. In the event the Contractor elects to withdraw from the Agreement, it must provide Hope Community Inc. with sixty (60 days) written notice of its intent to withdraw. The Contractor is obligated to perform until the date of the termination.

In the event, this Agreement is terminated by either party, neither party shall have any further liability nor obligation to the other as of the date of termination set forth in the termination notice.

**bb. Notice**

All notices related to this Agreement shall be in writing and sent to the Director of Maintenance and Operations, 174 East 104<sup>th</sup> Street, New York, NY 10029. The Contractor agrees that written notices sent to the Point of Contact is proper notice.

**cc. Survival**

The provisions of this Agreement, except for Hope Community Inc.'s scope, shall survive the expiration or termination of this Agreement.

**dd. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**ee. Waiver**

No action or failure to act by a party hereto, including any failure to insist upon strict performance of any provisions contained in this Agreement, shall constitute a waiver of any rights, privileges or remedies afforded said party under this Agreement or at law or in equity, nor shall any action or failure to act by a party constitute an approval of or acquiescence in any default by a party hereto, unless otherwise provided in this Agreement. No waiver of any provisions of or default under this Agreement shall affect the right of any party thereafter to enforce provisions or to exercise any right or remedy in the event of any other default, whether similar.

**ff. Rules of Interpretation**

The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of the Agreement. Each party agrees that it has been represented by counsel and has participated in the negotiation of this Agreement. This Agreement shall not be construed against either party on the theory that such party drafted this Agreement. In the event any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

**gg. Amendments**

This Agreement may not be modified, amended, or revised, except by written instrument signed by each of the parties hereto.

**hh. Complete Agreement**

This Agreement including the Exhibits attached hereto, which are incorporated herein by this reference, supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. If there is a conflict between the Insurance, Terms and Conditions, Specifications, and Cost Trade Breakdown the most stringent

shall govern.

### **3. SPECIFICATIONS**

#### **4. COST BREAKDOWN**

**5. ADDRESSES**