

**RFP TP23-1001;
GROUNDS MAINTENANCE AND GENERAL FACILITIES
MAINTENANCE SERVICES
ATTACHMENT A: SCOPE OF WORK**

1.0 SCOPE OF WORK (SOW):

Touchstone Property Services (TPS) is seeking proposals from qualified companies to provide all labor, materials, equipment, supplies and services to maintain the designated TPS Properties unless specified (i.e. plantings). The Contractor shall verify the existing conditions at multiple and varying times at a site prior to submitting a response.

All work shall be performed in a professional workmanlike manner utilizing standard horticultural practices. Quality equipment and tools shall be maintained and operated in a manner satisfactory to TPS.

1.1 SERVICES TO BE PROVIDED

The Contractor(s) shall perform the routine grounds maintenance services during each service visit to the Property Locations as identified in Attachment “B”. Some properties might have unique situations (i.e. separated by a road or be on different locations); therefore it is the Contractor’s responsibility to do field verification of actual job sites to be maintained.

Contractors selected to provide Grounds and General Facilities Maintenance for TPS Properties will be assigned work at the discretion of TPS based on cost, proven quality of work, availability, equipment, manpower and timeliness. TPS will attempt to match each property assignment to the Contractor best suited for a specific type of property. (For example, for larger TPS properties, TPS may select a Contractor with a larger staff, sufficient equipment and proven experience in servicing large properties over a contractor that has more experience with smaller properties and a one or two-person staff.) TPS will also determine the number of properties and/or services a contractor will be assigned at any given time or duration. Selection as a Grounds and General Facilities Maintenance Contractor is not a guaranty of the type or number of properties for which a Contractor may be selected, nor is it a guarantee of a minimum or maximum amount of work.

1.2 ROUTINE GROUNDS MAINTENANCE

The following conditions will apply to the mowing and trimming areas as mandatory requirements and at no time shall the Contractor’s vehicles or equipment impede driveways while performing these services for TPS.

1.2.1 Mowing and Trimming will begin on or about the first Wednesday of the third week of March 13 and be scheduled thereafter every Wednesday through the first week of November unless otherwise directed by TPS. The average mowing season is approximately 28-32 weeks at the Property Manager’s discretion. The mowing

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shall be performed based on the growth rate of the grass and not more than one fourth of the total leaf height may be removed. All grass areas will be mowed in a linear manner to a uniform leaf height of three (3) inches and grass shall be mowed before the total leaf height exceeds four (4) inches.

1.2.1.1 There should be no double charging for mowing high grass, regardless if the reason is for a mowing service being skipped by direction of the Property Manager. The only exception is if the grass is above 6" in length. In such case, the contractor shall provide before-cut photos of the grass to the Property Manager AND obtain Property Manager approval for the double cut **before** performing the service.

1.2.1.2 Remove weeds and grass from foundations, adjacent to pavement and curbs, and cracks in pavement. This includes sidewalks (interior and public), areas around garage doors and parking lots. Then spray with Round Up (or its equivalent). Application shall not exceed 3" from the foundation walls or curbs.

1.2.2 The maximum number of days between each mowing and trimming is seven (7) days unless directed in writing by the Property Manager.

1.2.3 After the site mowing is completed, grass clippings shall be distributed evenly on the mowed area and clumps/bunches of mowed grass are to be raked and immediately removed from the mowed area.

1.2.4 Mowing guards shall remain down at all times during operation regardless of the grass height. This is a safety issue and failure to abide by this may result in termination.

1.2.5 The contractor will assure all grass-discharges are away from central A/C units, the perimeter of all buildings, sidewalks, flower beds, landscaped/mulched areas and vehicles.

1.2.6 Trimming (Weed Eating) shall be completed in accordance with each mowing that occurs and include the perimeter of all buildings, sidewalks, foundations, fence lines, and flower/landscape beds.

1.2.7 Immediately upon the completion of the area mowed and trimmed, patios, sidewalks and driveways will be blown clear of all grass clippings. This means you will not wait until the end of the day to blow off areas that were mowed.

1.2.8 Areas not mowed by mechanical means are required to be cut by hand.

1.2.9 **EDGING** - Edging is defined as being performed by a mechanical means and/or device and should not be confused with Trimming (Weed Eating) as noted in Section 1.2.6. Chemical edging is unacceptable.

1.2.9.1 All flower/landscape beds, sidewalks, driveways, curbs and other paved areas shall be edged in accordance with the following property descriptions and as noted in Column C of **Attachment B** Fee Submission Form:

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- Scattered Sites and TPS Campus – 2 times per month
- High Rises – 1 time per month
- Family Developments and Lots - twice during the total mowing season.

The first edging shall be completed by the second Monday in June and the second edging shall be completed by the second Monday in September.

1.2.10 Turf Fertilization and Weed Control

1.2.10.1 All turf areas shall be fertilized no later than the end of April with Scotts First Step (or its equivalent fertilizer and pre-emergent).

1.2.10.2 All grass areas shall receive a total of four treatments per year.

1.2.10.3 Fall Fertilization - All grass areas shall be fertilized no later than the end of October with Scotts Winterguard (or its equivalent). Fall Fertilization must occur only after leaves and debris have been removed.

1.2.10.4 All lawn treatments shall be safe for pets and children.

1.2.10.5 Fertilizers and weed control, when applied to turf, will be removed from sidewalks and parking areas.

1.2.10.6 Turf fertilization and weed control services will be performed at the discretion of TPS. Contractor shall supply all labor, equipment, and materials. Cost of materials shall be included in the fees provided in Attachment B.

1.2.10.7 Scheduling of turf fertilization and weed control services should be scheduled on Wednesdays if possible.

1.3 LANDSCAPING SERVICES

Landscaping services will be performed at the discretion of TPS. Contractor shall supply all labor, equipment, and materials for landscaping services. Cost of materials for landscaping services in Section 1.3 shall be included in the fees provided in Attachment B.

1.3.1 Initial Clean-Up – The commencement date of the initial clean-up shall be established and mutually agreed upon between the Property Manager and the Contractor. **Services must be completed within 1 week of the commencement date along with all punch list items. Permission of the Property Manager must be obtained in writing for extensions on completion time for longer than 1 week.** Services include, but may not necessarily be limited to, the following:

1.3.1.1 Removal of Winter Debris - The Contractor shall remove all winter debris, leaves, sticks and trash accumulated over the winter season by raking, blowing or sweeping debris from walks, building entrances, turf areas, beds, lower level window wells and storm drains on TPS Properties.

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1.3.1.2 Removal of Weeds - The Contractor shall remove all weeds by the roots and apply pre-emergent herbicide (preferably Preen or its equivalent) to all flower beds prior to mulching.

1.3.1.3 Mulching - The Contractor shall cut a 4 inch trench around all flower beds and trees using a mechanical trencher and install a two inch application of fresh black mulch (preferably Black Gold or its equivalent as described in Section 1.4.1).

1.3.1.4 Tree Trimming - The Contractor shall remove all dead and broken branches from trees and bushes. Branches that interfere or will interfere with any utility lines, equipment, buildings, fences, roof lines, parking areas, streets, pedestrian areas or walkways must be cleared up to 8 feet from the ground.

1.3.2 Routine Maintenance

Regular monthly landscaping maintenance of TPS properties shall be established to maintain an attractive presentation throughout the growing season. On each visit, the Contractor must perform a complete policing of all trafficked areas including lawn, landscape beds, pathways and driveways.

Monthly maintenance of properties will occur from April 1 through September 30 (6 months total). This service will be performed on a Wednesday during the week unless the vendor is awarded both mowing and landscaping services and cannot perform both services on the same day (in which case the proposer will state as much on Attachment B-Fee Submittal Form submitted with their proposal).

1.3.2.1 Monthly

- a. All flower beds shall be maintained to present a neat and weed-free appearance by cultivating or weeding and shall be kept free of debris at all times.
- b. All shrubs, evergreens, and trees shall be trimmed to contain the size in order to maintain the natural form of the plant. An “air” space between the plant and buildings shall be maintained.
- c. All shrubs, evergreens, and trees shall be pruned to remove dead or damaged branches.
- d. Mulch shall be turned in all flower beds to obtain a fresh appearance. Two inches of mulch will be maintained at all times and may require additional applications. Mulch shall be turned in all flower beds to obtain a fresh appearance.
- e. Mulch shall be black hardwood bark mulch or shredded hardwood bark mulch.
- f. Any vines and vegetation growing on buildings and fence lines will be removed.
- g. Contractor will remove basal shoots (a.k.a. suckers) growing at or near the base of any trees and foundations of the properties.

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1.3.3 Fall Clean-Up

1.3.3.1 The Contractor shall provide end of season pruning of all shrubs and bushes throughout the fall season as well as elimination of any tree branches, limbs, and leaves that may create potential hazards. **Services shall be completed within 1 week of the commencement date, depending on the size of the property. Permission of the Property Manager must be obtained for extensions on completion time for longer than 1 week.**

1.3.3.2 At the first sign of frost, the Contractor shall remove all flowering annuals and cut back all perennials to the ground.

1.4 ADDITIONAL SERVICES - At various times throughout the year, TPS may have specific landscape needs that will need to be addressed and those services will be requested on an as-needed basis at the sole discretion of the Property Manager. Since additional Services and General Facilities Maintenance will only be required on an as-needed basis there is no minimal or maximum amount of work that is guaranteed. Contractors may quote only one, any combination of, or all of the services listed in this category. However, all additional services must be priced as all inclusive (unless otherwise indicated by TPS) on an hourly basis only and include, but not be limited to, the following:

1.4.1 General mulching. Black Hardwood Bark Mulch or Shredded Hardwood Bark Mulch (Black Gold or equivalent) will be selected (subject to TPS approval) and provided by Contractor.

1.4.2 Seeding and placement of Straw on Bare Spots. The Contractor is expected to remove any exposed netting as a result of previous seeding.

1.4.3 Flower Bed Maintenance. All flower beds shall be maintained to present a neat and weed-free appearance by cultivating or weeding and shall be kept free of debris at all times.

1.4.3.1 Mulch shall be turned in all flower beds to obtain a fresh appearance. Two inches of mulch will be maintained at all times and may require additional applications. See 1.4.1 General Mulching.

1.4.4 Pruning. All shrubs, evergreens, and trees shall be trimmed to contain the size in order to maintain the natural form of the plant. An "air" space between the plant and buildings shall be maintained.

1.4.4.1 All shrubs, evergreens, and trees shall be pruned to remove dead or damaged branches.

1.4.5 Installation of new plantings - Plantings will be selected by Contractor subject to TPS approval.

1.4.6 Removal of leaves and debris from the lawns and flower beds. The removal of all fallen leaves, twigs, and branches from the properties are to be performed on

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an as-needed basis whether or not “Fall Clean Up” has commenced.

- 1.4.7 Removal of dead shrubs** - Dead shrubbery will be removed completely including the root. After the removal of the shrub, the Property Manager will decide if the Contractor will replace the shrub or prepare the soil for the addition of seed and straw.
- 1.4.8 Removal of Trees** - The Contractor may be asked to remove small and medium sized trees due to various reasons, including the stump.
- Small Tree = Less than one foot in diameter
 - Medium Tree = Less than 2 foot in diameter
- 1.4.9 Watering** – The Contractor may be asked to water Trees and lawns by sprinklers and by hand during excessive heat days where the temperature stays above 90 degrees for three or more days in a row. For larger sites and where water access may be limited, the Contractor will be responsible for transport of water to those locations. The use of Treegator bags or equivalent is permitted for small and newer plantings.
- 1.4.10 Pressure washing sidewalks and driveways.** All equipment will be provided by the Contractor; for larger sites and where water access may be limited, the Contractor will be responsible for transport of water to those locations.
- 1.4.10 General Mowing and Trimming Services.** On occasion TPS may need to have general mowing and trimming services provided at the request of TPS on an as-needed basis (e.g. the acquisition of a new property not included in this solicitation). The Contractor must quote an hourly rate that includes the provision of all labor, materials and equipment to provide this service.
- Contractor must be able to respond to these additional requests within a 24-hour timeframe.
- 1.4.12 Snow Removal Services** – On occasion TPS may have a specific need for snow removal due to special circumstances (e.g. a reasonable accommodation request). The snow removal may consist of removal of snow from:
- Sidewalks all the way to the entry door
 - Driveways
 - Parking areas and cleaning out around parked cars to not block any vehicles
 - Sidewalks, stoops, and steps shall be treated with Ice Melt or equal environmentally safe, concrete-friendly ice melting solution or granule capable of melting ice even at extremely low temperatures and all surfaces that vehicles travel on are to be treated with Salt. Contractor will provide salt and Ice Melt, and all other labor, materials and equipment to provide this service.

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Contractor must be able to respond to these additional requests within a 2-hour timeframe.

1.4.13 Landscape Fabric – TPS may request landscape fabric. Landscape fabric shall be porous; material shall allow air, water, and nutrients through while keeping weeds out. Rolls shall be three feet wide. Prior to placement of landscape fabric, weeds and other debris shall be removed. Fabric shall be secured with fabric anchors.

1.5 GENERAL FACILITIES MAINTENANCE - At various times throughout the year, TPS may have general facilities maintenance needs that will need to be addressed and those services will be requested on an as-needed basis at the sole discretion of the Property Manager. Since additional Services and General Facilities Maintenance will only be required on an as-needed basis there is no minimal or maximum amount of work that is guaranteed.

Contractor shall pay all of its employees, including any and all approved subcontractors, the prevailing wage as determined by the United States Department of Labor and the United States Department of Housing and Urban Development.

Contractors may quote only one, any combination of, or all of the services listed in this category. However, all additional services must be priced as all inclusive (unless otherwise indicated by TPS) on an hourly basis and include, but not be limited to, the below listed services. (NOTE: when invoicing for these services all invoices must be itemized into the number of hours worked, the number of workers on the job, the cost of any materials (also itemized), as well as comply with the invoicing instructions in the TPS General Terms and Conditions.)

1.5.1 Graffiti Removal – On occasion TPS may have a specific need for removal of graffiti. The Contractor must quote an hourly rate that includes the provision of all labor, materials and equipment to provide this service.

- For the purpose of this service, graffiti is defined as the unauthorized drawing or marking on surfaces of TPS property including placing adhesive stickers.
- Complete all work orders to remove graffiti on TPS facilities and property within 48 hours of receiving assignments and 24 hours for designated “hot spots” or reported gang, hate crime, and/or inflammatory graffiti.
- Produce digital photographs of the graffiti and job site before work is performed and after work has been completed. Digital photographs shall be saved with the date, purchase order number, and location. Evidence of completed purchase orders shall consist of such digital photographs and be provided with the invoice.
- Contractor will remove graffiti through power washing, using graffiti remover, and/or painting TPS property as directed by TPS to restore property to the original condition. Graffiti shall be removed so that the area surrounding it constitutes a box, circle, or other geometric shape to minimize the appearance of shadows or ghosts.

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- Graffiti removal methods shall not harm, deface, or permanently mark the impacted surface and surfaces near the graffiti area shall be protected from removal work.
- Paint shall match one of the colors specified by TPS. All painting shall be applied in sufficient quantity to completely remove the graffiti from being visible or detectable.

1.5.2 Fence Installation and/or Repair - On occasion TPS may have a specific need to install or repair fencing. The Contractor may quote an hourly rate that includes the provision of all labor and equipment to provide this service. Repair may include removal or replacement. Fences vary in construction and include, but are not limited to, chain link, wooden, wrought iron. Fence materials may be included on the invoice to TPS if accompanied by the supplier's invoice to contractor and with the wholesale markup stated on Contractor's Additional Services Fee Sheet included on the invoice to TPS.

1.5.3 Fence Painting – On occasion TPS may have a specific need for fence painting. The Contractor must quote an hourly rate that includes the provision of all labor, materials and equipment to provide this service.

- Contractor shall chip, sand, prime and paint fence and/or all awning supports throughout property
- Contractor shall verify all quantities, measurements and dimensions
- Paint to match existing color
- Contractor shall use roller or brush to avoid over spray
- Contractor shall prep accordingly prior to paint application
- Contractor shall follow manufacturer's recommendations for paint application and in accordance with state and federal laws relating to lead based paint

1.5.4 Concrete Work – On occasion TPS may have a specific need for miscellaneous concrete repair work including but not limited to sidewalk repair, steps supported by grade, curbs, and various trip-hazards associated with concrete flatwork and steps supported by grade. The Contractor must quote an hourly rate that includes the provision of all labor, materials and equipment to provide this service. Repairs shall not include structural concrete; repairs will be limited to cosmetic repairs. Any concrete or retaining wall repair work necessitating structural rebar reinforcement, epoxy anchors, wedge anchors, steel embedding, etc. shall be excluded and will be procured as a separate project by TPS only after the assistance of a registered professional engineer.

1.5.5 Erosion Control – On occasion TPS have a specific need for a contractor to perform erosion control services. Erosion control is defined as any activity that prevents wind or water or other conditions to wear away any ground surface and

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may include excavation of small areas of soil, replacing the cleared area with new soil, and planting seed or installing erosion control fabric or landscaping stones, walls, etc. Note: any materials needed to complete the work (if not in the TPS warehouse) should be approved by the Property Manager before purchase.

1.6 GENERAL REQUIREMENTS

1.6.1 PUNCH LIST

1.6.1.1 A Punch List (Attachment K) ***must*** be utilized for all grounds maintenance work under any awarded contract. (It will not need to be utilized for general facilities maintenance or additional services work.) The Punch List is a checklist for vendors to utilize to ensure that all services required under contract are completed. As each task on the form is completed, it should be checked off under the column "OK-vendor". When the job is complete the vendor should sign/date/time the Contractor's Quality Control Certification at the bottom of the form. After the job is completed, the Punch List should be turned into the Property Manager or other designated TPS employee within 24 hours. (The Punch List may be emailed or faxed to the Property Manager if such procedure is approved by the Property Manager.)

1.6.1.2 The Property Manager or other designated TPS employee will perform an inspection within 48 hours of the vendor turning in the form. If discrepancies are discovered the Property Manager will contact the vendor by phone and/or email of the corrective actions needed immediately upon completion of the inspection. (The vendor is responsible to monitor their phone messages or emails. Failure to perform this action may result in late payment of invoices.) If the Property Manager approves the job, the form will be signed by the Property Manager on the Property Manager's Certification. The signed/dated/time-of-approval form will be faxed or emailed back to the vendor and the vendor will attach it to their invoice.

1.6.1.3 Separate Punch Lists are provided for Mowing, Initial Cleanup (Spring Service), Monthly Maintenance, and Fall Cleanup.

1.6.1.4 In cases where a form is not provided by the Property Manager (or their designee), the Vendor may complete the top part of the form; otherwise, the Property Manager should provide the form to the vendor upon arrival at the site to perform the service (or by email/fax before the job). **Do not perform any service without a PO Number** on the form. If the Vendor completes the form, obtain the PO number first and enter it on the form where indicated.

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1.6.2 SITE

The property lines of the sites are shown on the Fee Submission Forms. However, the Contractor is also responsible for services to the roadway including but not limited to the lawns and landscapes between the sidewalks and the streets, the public sidewalks, and the curbs.

1.6.3 SITE CLEAN-UP

1.6.3.1 Contractor(s) shall during each service visit, including but not limited to prior to and after any mowing, clean-up the entire property, including but not limited to all landscape service areas, parking lots, walkways, sidewalks, driveways, window sills and wells, around dumpsters, thoroughfares and streets, and legally dispose of off-site all trash, leaves, limbs, litter, and debris immediately after each service.

1.6.3.2 Contractor(s) shall clean all site drainage devices, including but not limited to, area drains, grates, curb openings, drainage swells, sidewalk culverts, etc., during every service routine visit to ensure proper operation.

1.6.3.3 It shall be the sole responsibility of the Contractor to properly remove and legally dispose of all debris removed from TPS properties. Contractors may not utilize TPS waste containers for disposing of any debris.

1.6.4 DAMAGES

The Contractor is responsible for any and all damage to hose-bibs, downspouts, wrought iron fencing, underground cables, or any TPS and/or resident property, including vehicles. Cost of such items may be deducted from the contractor's invoice.

1.6.5 EQUIPMENT

1.6.5.1 A comprehensive listing of the Contractor's current equipment is required in Section 4A of the Proposal. Additionally, offerors may identify equipment they will be purchasing to support this account and any properties awarded, but such equipment must be listed separately with the proposal and an expected purchase date identified. TPS will consider the equipment listing detailed in the proposal in determining the type and number of properties a contractor will be assigned. (I.e. a contractor with 2 push mowers and a gas line trimmer would not have the ability to service a property such as Findlater Gardens even if the proposer submitted fees for that specific property. TPS shall have sole discretion in this determination.)

1.6.5.2 The Evaluation Team may request to view a Proposer's equipment as identified within Section 4 of Attachment J-Professional Performance Assessment prior to awarding a contract.

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1.6.6 ROUTINE GROUNDS MAINTENANCE AND LANDSCAPING SCHEDULES AND TIMES

- 1.6.6.1 Selected** Contractors shall, within 10 days after signing the Contract, submit a schedule for routine service for each property awarded detailing when the planned services will be completed throughout the season. All schedules must be submitted and approved with the appropriate Property Manager. Such Schedules shall list the date (or at a minimum, the day(s) of the week and time that all work will commence and be completed in its entirety. This schedule, once submitted, can only be altered with the prior written approval of the Property Manager. A copy of the schedule shall also be submitted to the procurement department by the Contractor. If Contractor is unable to make the scheduled service (i.e. equipment failures and/or other conflicts) Contractor shall notify the Property Manager and follow up with an alternate date within 12-24 hours. Failure for notification may result in **no payment**, delay in payments and/or termination. Contractor shall not invoice TPS until the Punch List is completed and signed off by the Property Manager or Maintenance Supervisor.
- 1.6.6.2** Contractors are required to contact management within 12-24 hours of performing the service for final inspection by the Property Manager. Contractor shall complete and sign the Contractor's Quality Control Certification form (included on Punch List - Attachment K) and submit it to the TPS Property Manager or Maintenance Supervisor. Failure to notify the Property Manager as required may result in delay of payments and/or termination. 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. After the inspection, TPS staff will provide the Contractor with the Certification (or call or email the vendor) for any unsatisfactory or incomplete work to be completed. Notification of any unsatisfactory or incomplete work shall be provided within 48 hours of the receipt of the Certification (Attachment K). After corrections, the Contractor shall notify the Property Manager/Maintenance Supervisor though email/phone call that the property is ready for inspection again. Upon completion of the work, TPS staff will provide the contractor with a signed Certification that the work has been completed and/or that there are performance deductions (see Section 1.6).
- 1.6.6.3** The use of power equipment at all sites is limited to between the hours of 8:00 AM and thirty minutes prior to dusk (local time). Contractor(s) shall commence and end all services on the same workday unless approved in writing by TPS. Contractors shall not begin work at any site until 8:00 A.M.
- 1.6.6.4** Contractors will be required to provide their current cell phone numbers, a minimum of a second phone number, contact names and email addresses to the property manager with the submittal of the schedules. Any calls or emails received by the Contractor from the Property Manager must be returned within 24 hours. Failure to do so may result in termination. Time is of the essence for services to be completed due to marketing and curb appeal issues.

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1.6.6.5 Due to the nature of TPS's services to its residents and the community, it is imperative that all TPS properties are well maintained at any given time. Therefore, time is of the essence for services to be provided and the Contractor must show proof of understanding of TPS's expectations for these services by submitting a "Sample Schedule" of any group of properties being quoted by the proposer.

In some instances, due to the nature of work to be completed, it may become necessary for the completion of work to take longer than the allotted time. However, these instances should be considered by the contractor and submitted in the schedule to the Property Manager. TPS shall have sole discretion in determining the amount of time to be extended due to these circumstances.

1.6.7 STAFF and WORK CREWS

1.6.7.1 Contractor shall have work crews, qualified by training and experience, to perform the work required. Each crew member shall wear identifiable apparel (i.e. T-Shirts, Uniforms, Safety Vests) which identify them as a member of a Contractor's workforce while on TPS Property.

1.6.7.2 Contractor's personnel shall be neat and conduct all work in a professional manner.

1.6.7.3 Contractor's personnel shall be courteous and respectful of TPS staff and residents.

1.6.8 SERVICE SUSPENSION

TPS reserves the right to suspend services and notify the contractor to not mow/service properties for reasons such as drought, extreme rainfall, etc. Notification may be via not issuing a purchase order; as noted in Section 1.6.9.1 below. Contractor shall not perform any services without a Purchase Order or a Purchase Order Number.

1.6.9 PERFORMANCE STANDARDS

TPS reserves the right to deduct the following amounts from the Contractor(s) invoices for failure to perform according to the specifications of this RFP and any pursuant contract agreement.

1.6.9.1 20% Deduction for failure to trim and edge all grass to a uniform height not to exceed between 3 and 4 inches so to prevent growth over or on any sidewalks, fence lines, streets, parking areas, building foundations, dumpster pads, shrub beds, ground cover beds, planting beds, and any other man-made or natural abutment.

1.6.9.2 30% Deduction for partial mowing of site.

1.6.9.3 30% Deduction for failure to pick up and legally dispose of off-site all trash, litter and debris over the entire lawn and service area prior to and after each mowing or service visit.

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- 1.6.9.4** 20% Deduction for failure to comply with any requirements for Spring Clean-Up, Routine Maintenance, Fall Clean-Up, Additional Services, or General Facilities Maintenance as noted in Sections 1.3, 1.4, or 1.5.
- 1.6.9.5** 20% Deduction for failure to comply with any requirements as noted in Sections 1.6.1 (Site Clean-Up), 1.6.4 (Routine Grounds Maintenance and Landscaping Schedules and Times), 1.6.5 (Staff and Work Crews), 1.6.6 (Safety).
- 1.6.9.6** 20% Deduction Contractor is required to correct any deficiency noted by the property manager within 24 hours of notification. Failure to do so will result in a 20% deduction from contractor invoice for that service
- 1.6.9.7** The Contractor shall be assessed \$25.00 for each failed inspection. This assessment is in addition to the liquidated damages described above. There may be more than one failed inspection per service.
- 1.6.9.8** Failure to ensure that incident/work orders for additional services 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.
- 1.6.9.9** 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) |

- 1.6.9.10** 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 and may be considered by TPS in the award of future work under this contract and award of future contracts.

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2.0 CONTRACT TERMS

2.1 Contract Term

- 2.1.1** 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.

- 2.2 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.
 - 2.2.1** 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: \$100,000 annually. TPS reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.