

**RFP TP23-1011  
MANAGEMENT OF CITY WEST RETAIL  
ATTACHMENT A: SCOPE OF WORK**

**1.0 Background**

TPS is dedicated to administering housing programs to provide affordable housing for people with incomes insufficient to obtain decent, safe and sanitary dwellings in the private market. TPS’s mission is to ensure the provision of affordable housing opportunities in a variety of communities for low and moderate-income households.

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>

In addition, CMHA/TPS has developed a vision, mission, and guiding principles:



*CMHA is...*

**Vision**  
To shape our future by utilizing sustainable funding models to develop quality, affordable housing solutions in partnership with our community stakeholders.

**Mission**  
To be a leader in the housing industry by providing exceptional housing opportunities while achieving high levels of customer satisfaction, promoting self-sufficiency and neighborhood stability, and being a long-term asset to the community. We will achieve this by developing public/private partnerships, creating entrepreneurial opportunities and by employees and residents holding themselves to our Gold Standards of Excellence.

**Values**  
Integrity    Respect    Initiative    Accountability    Excellence

**Guiding Principles**  
We support our employees and their families so we can support the communities we serve  
We are committed to treating everyone with respect  
We will not compromise our shared ethical standards and dedication to quality

## **RFP TP23-1011 MANAGEMENT OF CITY WEST RETAIL**

Property Management companies awarded a contract under this solicitation are expected to adhere to the above.

TPS's expectations and priorities as they apply to the best quality of management and service to our customers include:

- Exceptional customer service to the tenants is essential.
- TPS is a public agency and is accountable to governing boards. We strive to employ the best practices in the real estate industry, serving the needs of the clients, while at the same time controlling costs without sacrificing quality.
- TPS holds its assets over a long time period and seeks to achieve long-term relationships with property management firms.
- Each property operates as an individual entity, and therefore must generate sufficient income to support all cash requirements within that property. Achievement of budgeted returns to TPS is the expectation.
- Whether public housing, tax credit, HOME, bond-financed, or via other regulatory agreement all properties must consistently and continuously be in compliance with program and lender requirements. These requirements must be understood and enforced by Property Managers.
- Strong marketing, leasing programs, and tenant retention programs are critical.

TPS receives funding from the United States Department of Housing and Urban Development (HUD) and certain other State and local entities, which enables TPS to acquire, construct, modernize, maintain, and operate public housing and other affordable housing programs.

TPS hereby requests Proposals from experienced Property Management Companies to provide Property Management services.

All Third Party Property Management Company Services performed must be in full compliance with all rules and regulations of HUD programs and all other applicable Federal and State regulations including, but not limited to: Section 504/Uniform Federal Accessibility Standards ("UFAS"), Americans with Disabilities Act ("ADA"), Davis-Bacon Wage requirements, Federal Environmental requirements and Federal and State of Ohio Procurement requirements, LIHTC (low-income housing tax credit) requirements, any lender or investor requirements, and the Property Management Agreement (see Attachment L).

See Attachment K for communities being proposed for property management services. TPS will enter into professional service contracts with the professional property management company for the daily management and maintenance for the listed properties. TPS reserves the right to make one or multiple awards. TPS also reserves the right to add and delete properties.

## **RFP TP23-1011**

### **MANAGEMENT OF CITY WEST RETAIL**

#### **2.0 Consultant Scope**

##### **2.1 Essential Functions**

- 2.1.1** Manage a commercial property portfolio consisting of retail bays, Current address of retail bay B1 – 1428-1444 Linn St, B2 – 1502-1524 Linn St, B3 1526-1542 Linn St. Implement controls to ensure timely collection of rent and consistent enforcement of the lease, make weekly rounds on the property, including individual” knock and talks” if needed to reinforce lease compliance.
- 2.1.2** Perform regular inspections of the property.
- 2.1.3** Take necessary management action to address tenants who are not complying with the lease requirements, up to and including eviction procedures.
- 2.1.4** Collect rent and assess special charges as required. Enforce rent collection policy consistently, and proceed with eviction of tenants who are not in compliance. Tenants are to receive a monthly rent statement at least 5 days in advance of the 1<sup>st</sup> of each month to notify them of the next month’s rent payment amount, any maintenance charges or fees, location of where to tender rent. Only when special charges are added to rent.
- 2.1.5** The Property management company is required to pursue bad debt and record that debt. Any receipts collected must be recorded and put back into the property to assist with general operations.
  - 2.1.5.1** Maintain good tenant relations and meet with tenants as required.
- 2.1.6** Work closely with the Authority to ensure appropriate upkeep and curb appeal of the property, and to ensure that CAM funds are used most effectively in addressing the physical improvements for the property.
  - 2.1.6.1** Ensure that all properties are well maintained, provide safe and sanitary rental conditions, and address any tenant issues that comply with the lease agreement.
  - 2.1.6.2** Promptly respond to all tenant resident maintenance emergency request in a timely fashion 24 hours
  - 2.1.6.3** Maintain vacant bays in compliance with owner standards and applicable local codes at all times
  - 2.1.6.4** Secure vacant or abandoned bays against unauthorized entry, including maintenance of lockable doors and windows and other existing security features and components, such as window bars, security booths and security devises, as well as securing unoccupied units against unauthorized entry and damage; the management company will be required to install and maintain their own passkey system.
  - 2.1.6.5** Remove trash and rubbish from common areas and vacant units as necessary and removing, within 24 hours, any graffiti observed on the site;
  - 2.1.6.6** Maintain 24-hour, 7-day maintenance coverage including a contact

## **RFP TP23-1011**

### **MANAGEMENT OF CITY WEST RETAIL**

telephone number for emergency maintenance requests

**2.1.6.7** Inspect grounds, building exteriors, building systems, and interior common areas regularly

**2.1.6.8** Inspect all unit, grounds, building exteriors, building systems and interior common areas at least annually, to ensure compliance with, applicable local codes and Owner standards and requirements.

**2.1.6.9** Identify and address emergency situations immediately within 24 hours and provide follow-up to TPS staff as soon as possible there-after

**2.1.6.10** Provide a detailed program for emergency maintenance and repair.

**2.1.6.11** Provide marketing services to help fill empty bays, marketing plan is needed with-in 30 days of contract award.

- Contractor to provide 1 month marketing plan
- Contractor to provide 6 month marketing plan
- Contractor to provide 12 month marketing plan

Plans should include all activities that will be undertaken to effectively market the neighborhood and increase interest in filling the empty bays on Linn St.

Contract to provide a marketing budget for each of the periods identified.

Weekly/monthly marketing reports will be necessary to show outreach, who was shown the bays, who was contracted in showing an interest in the bays etc. If outreach was unsuccessful contractor will need to implement revised plan on how to fill the empty bays.

**2.1.7** Provide building management services including, but not limited to:

**2.1.7.1** Lighting systems

**2.1.7.2** Pest management

**2.1.7.3** Electrical switchgear and electrical system

**2.1.7.4** Landscaping, tree maintenance, and maintaining walkway

**2.1.7.5** Daily responsiveness to problems identified by tenants and TPS staff

**2.1.7.6** Trash removal

**2.1.7.7** Fire Alarm and fire suppression systems

**2.1.7.8** Custodial cleaning

**2.1.7.9** Plumbing

**2.1.7.10** Maintain grounds and parking lot

**2.1.7.11** HVAC

**2.1.7.12** Window cleaning

**2.1.7.13** Security



## **RFP TP23-1011**

### **MANAGEMENT OF CITY WEST RETAIL**

Budgets are subject to the pre-approval of TPS and its Board of Commissioners.

- 2.2.6.1** Capital improvement schedule must be completed with a rolling 5-year base and include estimated cost.
- 2.2.6.2** Oversee the administration of the budget and manage property within the operating budget.
- 2.2.6.3** Report monthly to the Authority regarding budget variances with explanations and corrective action, if necessary.
- 2.2.6.4** Submit monthly revenue and expenditures reports to TPS;
- 2.2.7** Maintain accurate records pursuant to HUD requirements and TPS Record Retention Policy including procedures for reporting monthly rent collections, enforcing the terms of the rental agreements, annual income. Examples of required reports include, but are not limited to: Financial reports, Work Order reports.
- 2.2.8** Maintain all tenant data in the operating system(s) compatible with TPS. Currently, the operating system used is Yardi.
  - 2.2.8.1** Purchase all required supplies and services in full compliance with HUD and TPS procurement requirements. Maintain records.
  - 2.2.8.2** Maintain accurate records and tenant files in order to meet the conditions and requirements of the financing.
  - 2.2.8.3** Property manager must be responsive to inspections from financing entities, government entities, insuring entities and all other required inspections. All documentation requested must be provided in a timely manner.
  - 2.2.8.4** Replacement reserve account will be established for capital improvement
  - 2.2.8.5** Any request for release of the reverse funds must be approved by Owner
  - 2.2.8.6** All procurement rules must be followed for release of reserve funds.
- 2.2.9** Generate the following electronic reports including by the 3rd of each month, but not limited to:
  - 2.2.9.1** Income Statement
  - 2.2.9.2** Balance Sheet
  - 2.2.9.3** Rent Roll
  - 2.2.9.4** Bank Reconciliation
  - 2.2.9.5** Receivable Ledger/Trial Balance/Aging Report
  - 2.2.9.6** Payable Ledger/Trial Balance/Aging Report
  - 2.2.9.7** Monthly Marketing Update Reports
  - 2.2.9.8** Vacancy Reports
  - 2.2.9.9** Annual Budgets
  - 2.2.9.10** Other Reports as required by the Owner
- 2.2.10** Audit by independent certified public accountant within 3 months of the end of the fiscal year. The fiscal year is July 1 through June 30. Reviews

**RFP TP23-1011**  
**MANAGEMENT OF CITY WEST RETAIL**

media inquiries and audit requests; work cooperatively with TPS staff to prepare and respond to questions and documentation request.

**2.2.11** Monthly Reports are due by the 3<sup>rd</sup> of each month. Below is a summary of the required reports. This is not a comprehensive list and may be modified as needs change.

Quick Overview

Monthly	Monthly Financial Reports: Rent roll, receivables report, budget variance report, cash disbursements report, bank statements and bank reconciliation reports.
	Monthly Vacancy Report: Listing of units vacated and occupied during the month.
	Other Monthly Management Reports: Reports on vacancy turnover, emergency maintenance work orders, preventive maintenance, , lease enforcement, , and security incidents.
	Marketing report
	Narrative of all Adjusted budget variances report and balance sheet.
Annual	Financial Audit: A financial audit report prepared by a certified public accountant
	Cam reconciliation to be completed by Jan 30
	Computation of PILOT – By August 1 <sup>st</sup> every year.

**2.2.12** 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. Management Company shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer’s specification in the performance of all duties.

**2.2.13** Provide, at their own expense, all equipment, vehicles, labor, material, supplies, and tools necessary to perform all of the services required under this RFP and any resulting contract.

**2.2.14** Pay all of its employees, including any and all approved subcontractors, 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 of Labor Prevailing Wages (if applicable).

**2.2.15** Take a proactive approach to maintenance and perform all needed preventive maintenance work. Submit to CMHA, TPS, or the Owner

## **RFP TP23-1011**

### **MANAGEMENT OF CITY WEST RETAIL**

within 60 days of assuming management of a property, a preventive maintenance plan specifying building components and equipment that will be subject to preventive maintenance and the preventive maintenance schedule for each item.

- 2.2.16** Have primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, elevators, fire alarm systems, security systems, automatic doors, roofing, foundations, floors, and interior and exterior walls. The Manager will also be responsible for performing any other necessary extraordinary maintenance and repair work. The Manager must obtain prior approval from the Owner before performing any extraordinary maintenance work, including the major systems work specified above. The Owner may at any time assume responsibility for performing any or all major systems maintenance and repair and may adjust the operating budget the properties accordingly.
- 2.2.17** Be responsible for remaining in compliance with the operating budget approved by the Owner. Budget revisions, including shifting of amounts from one budget category to another, may only be done at mid-fiscal year and fiscal year end and must be approved by the Owner. The Manager will be required to report monthly to the Owner on rents collected, other income received, amounts disbursed from the properties' funds and variances from the approved operating budget.
- 2.2.17.1** The Manager will be responsible for managing all site-operating funds. The Manager must keep operating funds, security deposits and reserves for the properties in separate bank accounts and separate from all other Manager funds.
- 2.2.18** Any subcontractor hired by the Manager must be advised that the Manager is not an agent of the Owner and cannot bind the Owner. The Manager is exclusively responsible for payment to subcontractors. The Manager will be authorized to subcontract for supplies, materials, equipment, and services required for operation All purchases must be within the approved budget. The Manager will be responsible for insuring that the quality of all materials and supplies purchased is up to Owner's standards and that all contracted services are completed in an acceptable and workmanlike manner. The Manager will be required to comply with certain Owner policies and HUD regulation with regard to procurement, which are available upon request.
- 2.2.19** Be responsible for performing outreach to and utilizing as much as possible the services of qualified minority-owned business enterprises (MBE), women-owned business enterprises (WBE) and small business enterprises (SBE), as well as performing outreach to qualified residents and resident-owned businesses in accordance with Section 3 of the U.S. Housing and Community Development Act of 1968. The Manager must describe how outreach to MBE/WBE/SBE/Section 3 interests will be

## **RFP TP23-1011**

### **MANAGEMENT OF CITY WEST RETAIL**

performed and how outreach to such interests will be tracked. Specifically, the Owner expects the Manager to provide job and/or industry training opportunities to residents for an amount not to exceed 10% of the annual contract fee.

- 2.2.20** Be responsible for monitoring security incidents at the property(ies), coordinating with the Owner, working with local law enforcement, overseeing any private security employed at the site, assessing ongoing site security needs, and performing other site security functions as specified in any existing security plans for the site. The Manager will also be responsible for promptly pursuing lease enforcement actions against any resident engaging in criminal activity on or around the site.
- 2.2.21** Will be expected to promote and maintain good relations with tenants and their representatives, neighborhood groups and local government officials.
- 2.2.22** Will cooperate fully with the Owner in conducting comprehensive on-site management reviews at least annually, as well as making all site records and staff available during the review and all areas of the property(ies) accessible for inspection by the Owner upon reasonable notice.

### **3.0 Performance Criteria**

- 3.1** Maintenance of monthly occupancy rate of ninety-eight percent (98%)
- 3.2** Execution of new leases of units.
- 3.3** Collection of Tenant Accounts Receivable (TAR) at a level of 98.5% or higher no later than the 7<sup>th</sup> day of each month. Receivables to be included in the TAR performance measure shall include rent and charges in addition to rent, i.e., that monthly amount the resident is obligated to pay pursuant to the terms of the Lease.
- 3.4** Work order completion within twenty-four (24) hours for emergency orders
- 3.5** Completion of annual inspections of all units, buildings, major systems and non-dwelling areas.

### **4.0 Performance Standards**

- 4.1** Failure to comply with all of the requirements in the scope above may result in a reduction of the Contractor's management fee by 10% for that month.
- 4.2** Failure to comply with all requirements may result in a notice to cure and termination of the contract.
- 4.3** 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.
- 4.4** 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.

**RFP TP23-1011**

**MANAGEMENT OF CITY WEST RETAIL**

- 4.5 Contractor will ensure ability to perform all services awarded. 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.
- 4.6 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 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.)
- 4.7 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)

- 4.8 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.

**5.0 CONTRACT TERMS**

**5.1 Contract Term**

- 5.1.1 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.

## **RFP TP23-1011**

### **MANAGEMENT OF CITY WEST RETAIL**

**5.2 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.

**5.2.1** 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: \$80,000 annually. TPS reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.