

RFP TP24-1002 Supplemental Vacancy Prep ATTACHMENT A: SCOPE OF WORK

3.0 INTRODUCTION

The Touchstone Property Services (TPS), an instrumentality of CMHA, is seeking proposals from qualified, licensed and insured entities for Vacancy Prep Unit Turnover services, also known as Make Ready.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S)

The selected Contractor(s), under the terms of a performance-based contract, will be required to assist in the preparation of units for new tenants. **Time is of the essence and quick turnover on these units is critical**. We are looking for vendors with the capacity to turn a unit quickly while meeting gold standards in returning the unit to its like-new condition. Unit turnaround should be within five calendar days or less, which includes coordinating the pest control services of each unit with authority staff unless otherwise mutually agreed upon. For the purpose of this proposal, "Calendar Day" shall include working on Saturday, Sunday, and holidays unless deemed by TPS to be disruptive to the normal operations of the Agency.

2.1 Services to be Provided

The services being requested for a complete make ready will occur in four phases. However, at times TPS may choose to select only one, any combination of, or all services to be performed by the contractor(s) at its sole discretion if it is in its best interest to do so. The four phases included in a complete make ready are as follows:

Complete Make Ready

- Janitorial Services
- Maintenance
- Finishing the Perimeter
- Painting

2.2 Trash Removal

Trash Removal becomes necessary when residents move out of a unit and leave behind trash and personal belongings that must be removed prior to the Unit Turnover taking place. Trash removal is inclusive of sheds, garages, basements, storage units, and yards. **Trash removal services are not included in the**



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complete make ready services but, if needed, will be contracted separately (via a separate purchase order or separate line item in a purchase order).

If a unit needs to have furniture or trash removed by the contractor, the contractor selected to complete the make ready will be responsible for removal and disposal of the items in a timely manner. The manager and contractor will together make a determination of the trash removal level and the amount of time the contractor has to remove the items from the unit with the manager having the ultimate authority.

- **2.2.1** Trash removal is simply to remove and properly dispose of all designated trash from the TPS property. Trash removal includes but is not limited to items left inside cabinets and closets.
 - Vendor shall provide any trash bags or other supplies for the process.
 - TPS dumpsters and trash cans cannot be used to dispose of items.
 - Proposers are cautioned against over filling vehicles and shall properly tie down all items to prevent injury or property damage.
- 2.2.2 The removal of trash from units shall be done in a safe manner and not cause damage to TPS Property (i.e. dragging a sofa down a hallway and scratching the floor, etc.). Such damages can result in reducing the invoice amount if the contractor does not make the necessary repairs acceptable to the Property Manager.

2.3 Janitorial Services

The first step in preparing a vacant unit for a new occupant is to complete janitorial services, cleaning and sanitizing. All surfaces must be wiped off or washed cleaned. This includes, but is not limited to, food, grease, webs, dust, dirt, insects, insect eggs, and feces. Special considerations for janitorial service include:

2.3.1 Bathroom

- Non-abrasive cleaners shall be used to remove soap scum, mildew, calcium deposits from tub, commode, shower, sink and ceramic tile, etc.
- Clean and disinfect all bathroom fixtures (faucets, sink, toilet, bathtub, handles, knobs, etc.)
- Mirror, medicine cabinet, counter, vanity, exhaust fan, and all other surfaces shall be cleaned.
- Cabinets, drawers and hinges shall be cleaned and free of debris.
- Remove old caulk and apply new caulk to bathtub/shower, sink, and toilet base



2.3.2 Floors

2.3.2.1 Stripping Floors

- Use buffer to strip tile floors.
- Clean all corners, under and/or around heat registers and vents
- Clean baseboards and cove base throughout unit.

2.3.2.2 Sealing & Waxing

• Apply 2 coats of sealer and 2 coats of wax to floors.

2.3.2.3 Carpet Cleaning

- Contractor shall furnish necessary equipment and materials/supplies to perform any carpet cleaning.
- Contractor shall vacuum carpets both prior to and after cleaning carpets.
- Carpet cleaning includes, but is not limited to, cleaning the carpet, spot treatment, moving furniture (if applicable), stain removal and carpet stretching (if required due to the water).

2.3.2.4 Wood Floors

• Clean wood floors and apply polyurethane

2.3.3 Fixtures & Globes

- Clean all interior and exterior light fixtures, light shades, globes and switch plates and switches.
- Fixtures shall be free of fingerprints, marks, dust and insects.

2.3.4 Windows & Frames

- Clean all windows, doors, frames and seals, including front and back storm doors, and including handles and knobs.
- Remove and repair any damage from any old hardware remaining from previous blinds and shades no longer in use.
- All blinds must be cleaned and replaced if necessary.



2.3.5 Kitchen

2.3.5.1 Stove

- Clean the outside of the stove with degreasing soap or all-purpose cleaner.
- Use the degreaser or all-purpose cleaner on the knobs and handles as well.
- Use oven cleaner for the inside of oven door, inside of broiler, the pan and the oven interior.
- Clean drip pans and vent filters
- Clean range hood.

2.3.5.2 Kitchen Wall

 Kitchen walls must be cleaned for excessive smoke or grease damage. The area behind the range must be cleaned as well.

2.3.5.3 Refrigerator

- Contractor shall defrost, clean and dry refrigerator.
- Clean refrigerator using an all-purpose cleaner or any other cleaner that does not harm coating or gaskets.
- Clean excess dust from bottom and rear coil of refrigerator.

2.3.5.4 Cabinets/Sinks/Countertops

- Clean all cabinets inside and outside.
- Clean sink and countertops.
- Cabinets, drawers and hinges shall be cleaned and free of debris.

2.3.5.5 Miscellaneous

- Clean the outside of water heater.
- Contractors must ensure that units with basements are cleaned.
- Pressure wash garages, both interior and exterior.



2.4 **Maintenance**

The second step in the unit make ready process is to perform maintenance on the dwelling unit. The dwelling unit must function as intended. Maintenance includes making necessary repairs to (or replacement of) apartment fixtures, hardware, and appliances. Special considerations for maintenance include:

2.4.1 Leaking Faucets

- All faucets should be operable (no leaks), toilet operable (no leaks).
- All drains should be open and no leaking waste lines.
- Laundry station should be operable.

2.4.2 Windows

- Make sure that all windows, storms and primes are in place properly and are operable. They should open, close and be able to lock.
- All screens should be cleaned and in place without any rips or holes.
- Blinds should be in good condition and working properly.

2.4.3 Doors

- All doors (interior, exterior, closets and cabinets) must be able to open and close properly without any missing hardware.
- Replace or repair wheels, tracks, hardware, door knobs, etc. so that doors are operable and function properly.
- Exterior Doors must be cleaned both on the inside and outside, including screen doors/storm doors.
- Exterior doors must be painted as necessary.
- Interior doors must be painted or shellacked as necessary.
- Check door sweeps and weather stripping. Replace where needed.
- Install doorstops throughout the unit.
- Busted doors must be replaced. A busted door may consist of veneer coming off, excessive holes, cracks, or anything beyond repair. If the replacement of the door is in question, the property manager will have the final say in determining whether or not to replace it.



2.4.4 Cover Plates

- Replace all cracked or damaged electrical cover plates. There should be a cover on any exposed outlet. **Example: switches, receptacles, cable or telephone.**
- Do **NOT** paint cover plates.

2.4.5 Step Treads

• All step treads should be down solid and even without any cracks, chips or breaks. **No tripping hazards.**

2.4.6 Electric Fixtures/Outlets

- All light fixtures should be working and with the proper globe or light shade on it. All receptacles should work. Make sure all GFCI outlets are functioning properly.
- All switches and outlets must work.
- Exterior fixtures, such as doorbells, lights, mailbox etc., must work.
- Replace outlets, switches, and fixtures if needed.

2.4.7 Smoke Alarms/Detector

- All smoke alarms/detectors should be properly installed and working.
- Old and dirty smoke alarms/detectors need to be replaced.
- Install new batteries in all smoke alarms/detectors.

2.4.8 Floor

- Remove and replace all bad tiles. If the floor tile terminates between rooms, there should be a transition strip. Tiles should be the same color, make, and design as the tiles being replaced.
- Eliminate any possible trip hazards and replace any bad, damaged or missing baseboards, cove base or toe strips.
- Carpeting Replacement carpeting squares should be the same make and design as that being replaced Prior approval by Property Manager is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the Property Manager.



2.4.9 Ceramic Tile

- Replace any damaged drywall or Green board behind tile.
- Repair or replace any loose, broken or missing wall tile. Also grout and caulk.
- Prior approval by Property Manager is required for any additional charges due to excessive damage not apparent on the initial inspection (more than 10% of the room). This will not affect the total turnover time without prior approval of the Property Manager.

2.4.10 Water Heater

• Make sure water heater is operating and venting properly. **Report** any problems to the property manager.

2.4.11 Furnaces/Air Conditioners (AC)

- Check thermostat to make sure that it works.
- Replace filter.
- Window A/C surfaces and removable filters shall be cleaned
- Make sure the furnace/AC cycles properly.
- Vacuum out excess dust and check vents for excess dust. Report any problems with the furnace/AC to the property manager.

2.4.12 Stove

- All burners should work including the oven.
- All knobs should be on and working.
- Range should have all of its hardware.
- Gaskets should seal properly.
- Range drip pans that are not able to be cleaned must be replaced

2.4.13 Refrigerator

- Must operate properly with all parts and hardware on it.
- Gaskets should seal properly.

2.4.14 Range Hood

- Range hood should be working as well as the fan and light.
- The hood should have all of its parts and hardware such as filters, knobs, bulb, etc.



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• Range filters that are not able to be cleaned must be replaced

2.4.15 Closets

- Make sure all closet poles and shelves are installed.
- Closets shall be cleaned and free of debris
- Ensure closet doors are operational

2.4.16 Stoppers/Strainers

 All sinks should have some type of stopper or strainer installed which works properly

2.4.17 Bathroom Fixtures

• All fixtures should be properly in place, such as soap dishes, towel bars, medicine cabinets, shelves, toothbrush holders, etc.

2.4.18 Caulking

- Caulk where needed on counter tops, window frames, door frames, kitchen cabinets etc. In apartments caulk the base of all walls that connect two units.
- Caulk around breaker box.

2.5 Finishing the Perimeter

After the vacant unit is cleaned and necessary maintenance updates are completed, the next step in the vacant unit make ready process is to finish the perimeter of the unit by sealing it, preparing the unit for painting, and completing the painting of the unit. Special considerations for finishing the perimeter include:

2.5.1 Sealing of the Unit

- IPM (Integrated Pest Management) practices must be followed
- Seal all openings, cracks, and voids where possible including but not limited to around conduits and pipes
- Caulk all baseboards.
- Caulk between kitchen cabinet trim and cabinets if your I.D. badge can slide between the trim and the cabinet.



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- Secure all loose material to prevent harborages (e.g., loose trim boards, loose hinges, uncaulked trim).
- Clear silicone must be used inside all cabinets/drawers and where cove base/baseboard meets floor.
- Paintable caulking must be used where cabinets meet wall and where cove base/baseboard meets wall.
- All caulking color should match surrounding surface.
- Any voids larger than ¼" cannot be caulked, additional support is needed, examples:
 - o 1/4" round wood trim
 - o Luan board
 - o Expandable foam
 - o Expanded foam must be trimmed or sanded
 - Various types of wood trim
 - Heat tape (range hoods)

2.6 Painting/Preparation and Finishing

- Remove all hangers, hooks, nails, tape, contact paper, wallpaper, borders etc.
- Take out any obvious imperfections in wall or ceilings.
- Take out imperfections around fixtures of any sort and outlets. (DO NOT PAINT electrical fixtures, switches, outlets, cover plates, sprinkler heads, and escutcheon plates.)
- Remove debris and dust from heater registers.
- Use caulk where needed on counter tops, window frames, door frames, kitchen cabinet etc.
- Inspect entire unit before you request approval for painting.

2.6.1 Painting

All painted surfaces will be repainted to provide a uniform finish and shall be free from runs. Work shall be performed in accordance with all the manufacturer's recommendations. <u>The Contractor will be responsible for correcting at his/her expense any work not accepted by TPS Staff.</u>

• Contractor shall scrape off all flaking and/or loose paint from ceiling, walls and trim, interior and exterior doors, and exterior windowsill surfaces. Where chipped paint exists, sanding will be performed by use of various grades of sandpaper to featheredge chipped areas to allow a smooth flow of paint and prevent further chipping.



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- Contractor shall perform surface preparation throughout unit on all walls and surfaces requiring painting for the application of paint; surfaces shall be prepared to be consistent with the existing surface. Contractor will paint the unit in accordance with the terms of this proposal and scope of work.
- All nails, screws, brackets, debris, etc., shall be removed. All holes in the walls, ceilings, doors, trim, etc., as well as cracks, will be properly filled, floated or caulked flush with existing surface. Finish will match all other existing finish work.
- All doors and window trim must be painted. **DO NOT PAINT BUSTED DOORS**. Busted doors must be replaced as identified and defined in Section 2.4.3. Doors include but are not limited to interior, exterior, and screen doors
- Each unit shall include a painted accent wall in the living room.
- If range hoods are currently painted, and range hood paint is peeling, flaking or bubbling, paint with heat-retardant paint, or replace range hood. DO NOT paint range hoods if not currently painted. Touch up any nicks or scrapes to appliances with appliance paint.
- DO NOT paint electric boxes, breaker boxes, or cover plates unless previously painted. DO NOT paint shut.
- Properly use drop cloths. Improper use could lead to termination of the contract and you will also be held liable for costs to restore floors, stairs, hardwood floors, VCT tile, ceramic tile, etc.

Properly clean paint equipment and wall repair materials. Do not clean paint equipment in units. Protect all drains from clogging. Contractor may be held accountable for plumbing costs incurred due to Contractor's actions. DO NOT dispose of paint in trash chutes.

- **2.7 Additional Services** From time to time TPS requires additional services to be performed that are not included in the total make ready of the unit or that are required separate from the total make ready of the unit. Those services may include:
 - **2.7.1** Tub Glazing, sinks, countertops (no size unit, just per each)
 - **2.7.2** General Painting (interior, exterior) flat rate for unit size and hourly rate for specialty items such as only one wall painted).
 - **2.7.3** Carpet Replacement
 - **2.7.4** Stripping and waxing floors
 - **2.7.5** Concrete repair



- **2.7.6** Painting
- 2.7.7 Electrical
- 2.7.8 Fence repair
- **2.7.9** Cabinetry
- **2.7.10** Routine Handy Man Repairs (interior, exterior) that may include, but are not necessarily limited to:
 - Tile Repair
 - Door Adjustment Repair
 - Trim/molding
 - Drywall Repairs
 - Cleaning, Repairing and caulking gutters
 - Other General Maintenance and Repairs

2.7.11 Minor Plumbing Services

- Plumbing stoppage
- Replace p-traps, stems, shower heads

Additional services shall not be performed without the prior approval of the Property Manager and a Purchase Order or Purchase Order Number for those additional services. If additional services are required in conjunction with a unit turnover, this will not affect the total turnover time without prior approval of the Property Manager.

2.8 General Requirements

2.8.1 Time – First Day of Work

- **2.8.1.1** If the Property Manager contacts the Contractor by 12:00 noon, and the Contractor accepts the unit, the Contractor shall pick up the key no later than 4:00 p.m. that day. The next day will be considered the first day of work in calculating the amount of time to complete the unit (including weekends and holidays).
- **2.8.1.2** If the Property Manager contacts the Contractor after 12:00 noon, and the Contractor accepts the unit, the Contractor shall pick up the key no later than 12:00 noon the next day after the initial call from the Property Manager. The day after the call/acceptance will be considered the first day of work in calculating the amount of time



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to complete the unit regardless of when the contractor picks up the key (including weekends and holidays).

2.8.1.3 If additional services are required due to excessive damage not apparent on the initial inspection, the Property Manager shall be notified immediately.

2.9.2 Quality Control and Inspection

- 2.9.2.1 Upon completion of the Make Ready the Contractor shall complete and sign the Contractor's Quality Control Certification form (included on Attachment P Make Ready Unit Punch list) and submit it to the TPS Property Manager or Maintenance Supervisor. Contractor shall email/call the TPS Property Manager or Maintenance Supervisor that the unit is ready for inspection. After the inspection, TPS staff will return the punch list to the Contractor with any unsatisfactory or incomplete work marked that needs to be completed. After completing the punch list, the Contractor shall notify the Property Manager/Maintenance Supervisor though email/phone call that the property is ready for inspection again.
- 2.9.2.2 Inspections shall be scheduled no later than 4:00 pm prior to the last day of the standard completion time to complete the unit, in order to be accepted within the specified time allowed. The Property Manager or Maintenance Supervisor will walk the unit with the Contractor no later than the next day when notified by contractor that the unit is ready in order to verify that the items on the punch list have been completed and the unit is ready for movein. Contractor shall invoice TPS through Vendor Cafe; Contractor will be unable to invoice until after the Property Manager receives the Purchase Order. This will not occur until the punch list is completed and signed off by the Property Manager or Maintenance Supervisor.
- **2.9.2.3** Contractor shall turn in key as soon as the unit is complete, inspected, and approved.
- **2.10.3 Trash** The Make Ready contractor is responsible for all trash and debris in front and rear yards of vacant units.



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- All trash and recycling receptacles should be cleaned and empty with completion of the unit.
- Contractors are not to remove the trash receptacles (wheeled waste carts) from the units as they are the property of the Waste Collection Services Contractor. The cost for any missing trash receptacles will be deducted from the contractor's invoice.

2.11 Physical Security -

- Contractors will be issued by TPS, no more than two keys and/or badges to enter TPS's Properties.
- Contractor shall be responsible for safeguarding all TPS property provided for Contractor use. At the close of each workday, TPS facilities, property and materials shall be inspected and secured. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by TPS are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by TPS shall be duplicated. If the Contractor loses the keys to the lock, TPS will replace the lock and bill the Contractor for the cost to replace the locks.
- Contractor shall use reasonable care to clearly mark all work areas that might be expected to endanger the health and safety of residents, guest or any other persons. Contractor will provide at their own expense such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- At no time shall a contractor allow anyone (prospective tenant, neighbor, etc.) other than an employee of TPS into a unit that is being turned over.
- 2.12 Materials and Supplies The Contractor must provide supervision and other items, at Contractor's own expense, all equipment, labor, cleaning supplies, to include but not limited to bleach, oven cleaner, glass cleaner, floor stripper and wax, non-abrasive bathroom cleaners, tools, etc., necessary to perform all of the required services under this RFP and any resulting contract. TPS may, based on availability and at the discretion of the property manager/maintenance supervisor, provide maintenance materials (e.g., paint, flooring, doors, etc.) with the exception of the following items, unless authorized by Property Manager:



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- Drywall compound
- Spackling/Plaster
- Paint brushes, rollers, drop cloths
- Adhesives
- Caulk
- Fasteners
- Door Stops
- Janitorial Supplies Janitorial supplies must be comparable to what TPS purchases for use by in-house staff.

If the maintenance materials are not furnished by TPS, the contractor will need to purchase the materials in order to complete the unit turnover in the allotted time. These expenses must be <u>approved prior to purchase</u>, by the <u>Property Manager</u>, for the contractor to be reimbursed with proof of receipt. Please note that some of the properties which TPS manages are tax-exempt. TPS will not pay taxes on any purchases made by the contractor for those properties. See Attachment C – General Terms and Conditions for the properties which are tax exempt.

- **2.12.1** TPS 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 product be deficient and/or not in accordance with CMHA'S Gold Standards.
- **2.12.2** Any remaining materials and supplies provided by and/or charged and reimbursed by TPS are the property of TPS and shall be returned to the Property Manager upon completion of the Unit.
- 2.13 Qualified Staff Contractor shall have work crews, qualified by training and experience, and licensed to perform the work required. Contractor shall have adequate staff to insure make ready units are completed to include punch list items within the 3-5 days of purchase order. If there is a change in the level of staff as listed in the proposal, Contractor shall notify the Procurement Director and Director of Property Management immediately.
- 2.14 The Contractor shall visually inspect the property in order to learn the characteristics of the site and to agree (in writing) with the Property Manager as to the level of work if different than that specified in the



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purchase order. No plea of ignorance by the Contractor of the conditions that exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations and to agree with the Property Manager before work commences, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirement of TPS or the compensation to the Contractor.

- 2.15 Contractor shall provide a six-month warranty on all labor and workmanship. See Attachment N.
- **2.16** Contractor must submit a separate invoice for each purchase order.
- **2.17** Contractor hiring TPS residents as employees or as subcontractors shall report all amounts paid to TPS.
- **2.18 Time and Scheduling** Time is of the essence for unit turnovers and the Contractor must show proof of understanding of TPS's strict timeline for the three (3) to five (5) day turnover determined by unit size by executing and submitting *Attachment M*, Unit Turnover Time and Scheduling. The allotted time for turnover of units is determined as follows:
 - High-rises and Flats 3 Days
 - Townhomes with and without basements 5 days
 - Single Family Homes and Duplexes 5 days

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 3- or 5-day turn around. TPS shall have sole discretion in determining the amount of time to be extended due to these circumstances.

3.0 POOL OF CONTRACTORS

TPS intends to create a "pool" of Contractors to provide Vacancy Prep Unit Turnover Services. The Pool will consist of various qualified Contractors which will be available on an as-needed basis to provide complete make ready services which include: Janitorial Services, Maintenance, Perimeter Finishing and Painting. Trash removal will be completed by TPS prior to the make ready service. The actual number of Pool participants chosen will depend on the number of qualified proposals received. Proposers may submit a proposal based on any combination or all of the



services. Proposers should limit their proposal to the services for which they are competent.

Proposers selected to participate in the Pool will be assigned work at the discretion of TPS based on quality of work, availability, manpower and timeliness and will serve in the Pool for a period of one (1) year with the option, at TPS's sole discretion, to extend the contract for up to an additional two years for a maximum total of three years. TPS will attempt to match each assignment to the Pool Participant best suited for a given task (i.e., when TPS has a need for minor renovations such as kitchens/baths, a contractor with proven experience in renovations may be selected over a contractor that has more experience with painting and little renovation experience.) TPS will also determine the number of units any contractor will be assigned at any given time or duration. Selection as a participant of the Pool is not a guaranty of the type or number of tasks for which a participant may be selected.

Pool Participant(s) are not expected to have expertise in all areas in which TPS may need assistance. Rather, it is intended that the Pool be balanced, consisting of Participants with as broad a range of expertise as possible in particular areas. Pool Participants may be asked to perform some or all of the tasks described in the Scope of Services. Time is of the essence with regard to Pool Participants' availability for and performance of the assignments.

If a Pool Participant is selected to perform one or more projects, work assignments or tasks, TPS will formally request the Pool Participant to perform such work by providing a purchase order number and/or the purchase order itself. The Contractor will be notified by the Property Manager when a unit is ready for turnover. The property staff will provide the scope of work to the contractor before work is to begin. Once the Contractor is notified, he/she is to start the unit turnover no later than noon the next day and must complete the unit within the three (3) to five (5) calendar days specified by the unit type. This includes completing a punch list (Attachment P) and passing a final inspection. The purchase orders may be issued at any time during the term of the Pool Agreement and the assignment of work projects will be made solely at the discretion of TPS. Should a contractor accept more than one purchase order at any given time from more than one site, the Contractor is still responsible for completing each unit in the 3-5 day timeframe and not in addition to. For example, if a contractor has one three-bedroom unit to turn around and accepts another threebedroom unit on the same day, the total time to complete both units is three days and not six.

TPS seeks a formal response from Contractors as to qualifications and experience to perform assignments within the Scope of Services. Contractors selected by TPS for the Pool will be required to follow TPS policies as specified in this RFP, the Performance



Based Contract and subsequent work orders. Regular communication with the property managers and/or maintenance supervisors is critical to the contractor's success. Contractors should never assume anything and should never begin work on a unit until receiving purchase order number and/or purchase order itself.

4.0 Performance Standards

- 4.1 Contractor(s) shall arrive at the location ready to commence work. Contractor arrival to the location for emergency calls shall be within one (1) hour after notification by TPS, which may include nights, weekends, and holidays and within two (2) hours for all others. Contractor(s) shall call or check-in with the TPS representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property. Failure to adhere to this standard will reduce the fee by 25%. If a contingency exists that will not allow for arrival on time, Contractor must call the TPS contact to explain to avoid the penalty
- 4.2 Failure to complete repairs properly and in accordance with industry standard will result in at \$50 penalty per incident in addition to either returning to properly complete the repairs or reducing the fees by the cost to have another contractor complete the repairs properly.
- 4.3 The Contractor(s) fee shall be reduced by the sum of twenty-five and no/100 dollars (\$25.00) per day for each day that the Contractor(s) fails to Complete services within the three (3) to five (5) calendar days standard completion period for unit turnover work unless conditions beyond the control of the Contractor(s) exist and mutual agreement with the property manager has been obtained prior to the completion date for the unit. Any waivers are limited to the specific unit and do not affect other unit assignments. Reasonable cause for an extension may include, but is not limited to non-availability of specific materials, parts, or equipment necessary for completion; or nonperformance of third parties on identified third party work.
- 4.4 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 unit.
- 4.5 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.
- 4.6 Failure to ensure that incident/work orders 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.
- 4.7 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.



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- 4.8 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.)
- 4.9 Failure to report for work in proper uniform and with an appearance and condition that is neat and professional may result in a penalty of \$15 per service.
- 4.10 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	Performance Deduction from
invoice to TPS after	Invoice
completion of work or receipt	
by TPS in Yardi (whichever	
is later)	
20	00/
<30	0%
>30	30%
/30	3070
>60	50%
>90	75%
>120	100% (No payment)

4.11 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.
- **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: \$100,000 annually. TPS reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.