

Request for Proposals

for

PROPERTY MANAGEMENT SERVICES

on behalf of

NORTHWEST MONTANA HUMAN RESOURCES, INC.

d/b/a

COMMUNITY ACTION PARTNERSHIP OF NORTHWEST MONTANA

PROPOSALS are due by e-mail at the address shown below no later than 5:00 PM on May 31, 2022

COMMUNITY ACTION PARTNERSHIP OF NORTHWEST MONTANA (CAPNM)

214 Main Street Kalispell, MT 59901

ckipp@capnwmmt.org

Proposal: Property Management RFP

Attn: Cassidy Kipp

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP AT THE OFFICES OF CAPNM ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDENT. CAPNM RESERVES THE RIGHT TO ACCEPT OR REJECT ALL BIDS.

I. INTRODUCTION

CAPNM is seeking written Proposals from property management firms for management of 6 affordable rental properties located in Flathead, Lake and Lincoln Counties of Montana. These properties are owned by CAPNM or by Limited Partnerships that include a CAPNM affiliate. For purposes of this Request for Proposals, CAPNM and the Limited Partnerships are collectively referred to as “Owner”. Proposals are requested from property management firms with direct demonstrated expertise in managing affordable senior and multifamily housing that receives public subsidy from a variety of sources, including Low Income Housing Tax Credits, USDA-RD 515, HUD Section 811 and HUD HOME funds. CAPNM’s selection process will result in awarding a contract to a qualified Property Management Agent (“Agent”).

The Agent selected will be responsible for the day-to-day management of CAPNM properties, that provide housing for low-income residents. Duties will include, but are not necessarily limited to: Day-to-day management of the building, grounds and public spaces; resident relations, including marketing, resident selection, satisfying the eligibility, documentation and compliance requirements governing the lease-up and occupancy of the units, collection of rents, evictions, routine maintenance and repairs; and the preparation of various reports to Owner and to CAPNM. The initial management contract term shall be one (1) year, renewable for up to 7 years thereafter.

PROPOSALS in response to this “RFP” are due no later than 5:00 pm on May 31 2022 and should be addressed as follows:

COMMUNITY ACTION PARTNERSHIP OF NORTHWEST MONTANA (CAPNM)
214 Main Street Kalispell, MT 59901
ckipp@capnwmt.org
Proposal: Property Management RFP
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Email or hard copy submissions are both acceptable.

CAPNM is an equal opportunity employer. Women and minority businesses are encouraged to apply. Efforts will be made by Community Action Partnership of NW MT to utilize small businesses, women owned enterprises and minority-owned businesses in accordance with **2 CFR § 200.321**. A Respondent qualifies as a small business firm, if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

CAPNM makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the recruitment and selection process or the Agent’s ability to perform the essential duties of the job. In order for CAPNM to make such accommodations, the applicant must make known any needed accommodation.

By responding to the RFP, the respondent accepts all terms and conditions of the RFP. The Owner expects to select an Agent, based upon the evaluation criteria set forth in the RFP, who demonstrates the greatest potential for achieving the objectives described in this RFP. Proposals will be accepted from

any firm that meets the minimum qualifications noted below, and is not debarred or suspended from work on federally assisted projects. The Owner reserves the right to waive any informalities or irregularities in submittals, or to reject any and all Proposals.

II. PROJECT DESCRIPTION

Property Name	Project Description	Target Population	Funder	Compliance Needs
Polson Sunny Slopes Associates	The Polson Sunny Slope Apartments is a 20-unit affordable rental development located on a 5.5-acre parcel in Polson Montana. The residence is a senior complex that was placed in service in 2004. The project has completed the period of affordability and fully owned by CAPNM with no short-term plans to re-syndicate.	62+	USDA RD	Monthly and quarterly MINC reporting, RD compliance documents (3560-7, 3560-10, etc.)
Westgate Senior Apartments	The Westgate Senior Apartments is a 24 unit senior complex located on a two acre parcel in Kalispell Montana. This complex was constructed in 2000 and is wholly owned by CAPNM.	62+	RD-515/ HOME/ 4% LIHTC	HOME poa has expired. RD-515 compliance required as well as any LIHTC requirements.
Treasure Manor	The Treasure Manor Apartments is a 32-unit elderly complex in Libby, Montana.	62+	USDA RD	Monthly and quarterly MINC reporting, RD compliance documents (3560-7, 3560-10, etc.)
Teakettle I	The Teakettle I Apartments is a 20-unit elderly complex located on a 2.5 acre campus in Columbia Falls, Montana. The single story complex is fully owned by CAPNM. It was built in 2000 and there are currently no plans to resyndicate.	62+	USDA RD/ HOME	Monthly and quarterly MINC reporting, RD compliance documents (3560-7, 3560-10, etc.).
Teakettle II	The Teakettle I Apartments is a 24-unit elderly complex located on a 2.1 acre campus in Columbia Falls, Montana. The single story complex is fully owned by CAPNM. It was built in 2004 and there are currently no plans to resyndicate.	62+	USDA RD/ HOME	Monthly and quarterly MINC reporting, RD compliance documents (3560-7, 3560-10, etc.)
Courtyard Apartments	The Courtyard Apartments is a 32 unit family complex that completed a substantial renovation in 2019 utilizing Low Income Housing Tax Credits in Kalispell Montana. The complex is located on 1.124 acre campus. There is no manager unit. 22 units <50% AMI (8 of the units < 50% AMI are designated for Section 811); 10 units 51- 60% AMI	Family/ income restricted	LIHTC/ AHP/811	Montana Board of Housing reporting for LIHTC compliance, syndicator reports, AHP ongoing annual compliance monitoring, Montana Department of Commerce HUD Section 811.

III. PROCUREMENT PROCESS

1. QUALIFICATION CRITERIA

Individuals, firms and/or teams shall provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined in **Exhibit A: Property Management Scope of Services**. The selected Agent must have a broad range of expertise in all areas of affordable housing property management; and state, local and federal regulations governing affordable housing management.

- a. Threshold Criteria: Respondents must meet the following Threshold Criteria to be considered under this RFP:
 - (1) Respondents responding to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency
 - (2) Respondents shall demonstrate Tax Credit Compliance Specialist certification from a nationally recognized and accredited institution.

2. SELECTION PROCESS AND SCHEDULE

CAPNM will open Proposals received by the due date. These Proposals will be initially reviewed to determine compliance with the submission requirements specified in this RFP. Proposals that do not comply with these requirements may be rejected without further review. Responsive Proposals will be submitted to an Evaluation Committee (the "Committee") convened by CAPNM representing the interest of the Owners. CAPNM shall make the final decision, in its sole discretion, as to the Proposal that best meets the interest of the properties within the existing portfolio as well as the residents. Contract shall be awarded in whole or in part to successful respondent(s).

CAPNM may consider unacceptable any Proposal for which information is lacking or whose submission represents a deviation from the requirements of this RFP. Minor omissions, informalities or irregularities may, at the sole option and discretion of CAPNM, be corrected subsequent to the submission due date.

The anticipated schedule for the RFP and contract approval is as follows:

- | | | |
|----|---------------------------------------|----------------------|
| a. | Deadline for receipt of Proposals | 05/31/2022 |
| b. | Oral interviews (if deemed necessary) | 06/07/22- 06/30/2022 |
| c. | Selection | 07/22/2022 |
| d. | Contract execution | 09/01/2022 |

3. RESPONSE DUE

Proposals in response to this request are due no later than 5:00 pm Mountain Daylight Time on May 31 2022 and should be addressed as follows:

COMMUNITY ACTION PARTNERSHIP OF NORTHWEST MONTANA (CAPNM)
214 Main Street Kalispell, MT 59901
ckipp@capnwmmt.org
Proposal: Property Management RFP
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Email or hard copy submissions are both acceptable.

The above stated deadline is firm as to date and hour. Upon receipt of each Proposal, CAPNM will date and time stamp it to evidence timely or late receipt, and upon request, provide the Respondents with an acknowledgment of receipt. Faxed submissions will not be accepted. All submissions become the property of CAPNM and will not be returned.

Confidential or proprietary information submitted as a supplement to Proposals should be clearly identified as such and submitted in a separate package, permitting return to the respondent.

4. INSTRUCTIONS TO RESPONDENTS

Respondents should fully address the following elements, as further described in Section 5, Evaluation Criteria, in their submittal. Failure to do so may result in either disqualification, or reduced consideration. Identify each section to facilitate quick reference. If you choose to provide additional materials, include them in a separate section.

- a. Qualifications and Capacity of Proposed Project Team, including the threshold criteria in Section III.1.
- b. Evidence of Related Experience
- c. Project Approach and Estimated Fee

5. EVALUATION CRITERIA

All Proposals will be evaluated in accordance with the following criteria:

a. Qualifications and Capacity of Proposed Project Team

Please briefly describe the following:

- The management company's organizational structure to determine whether the depth and breadth of the management staff is sufficient to assure the fiscal and physical wellbeing of the development.

- The management company's history and experience of senior management staff to verify that there is sufficient experience in rental low-income tax credit, USDA-RD 515, HOME, or Section 811 real estate serving multi-lingual populations to assure the fiscal and physical health of the properties.
- Management company licensure as required in the State of Montana.
- The proposed staffing plan for the on-site staff, to ensure the number and required skill levels of the employees will be sufficient to address low-income tax credit, USDA-RD 515, HOME, or Section 811 compliance and the needs of the physical property and tenancy.
- Describe the minimum low-income tax credit, USDA-RD 5151, HOME, or Section 811 training criteria for staff and overall experience level of the organization.
- Provide Tax Credit Compliance Specialist certification from a nationally recognized and accredited institution.
- Describe the Fair Housing training program for staff and overall experience level of the organization.
- Include resumes of key personnel and/or corporate qualification materials as an attachment to the proposal.
- Include a certification that Respondent and key personnel are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.

b. Evidence of Related Experience

- Provide a list of the properties in the proposed management company's portfolio, identifying if possible:
 - Business owner name, address and telephone number.
 - Name of owner contact person.
 - Dates you were involved with project.
 - Identify source of any rental subsidies (Section 8, Section 811, VASH, USDA-RD, public housing, etc.)
 - Identify if a tax credit property
 - Brief description of the development, including rent levels, occupancy rates, location, number of units and special unit set-asides
 - Describe the results of any HUD, Housing Agency, IRS or tax Credit Allocating Agency audits and inspections.
 - Brief description of services rendered. Be specific as to your firm's role (planning, training, etc.) in each.

- Provide three references from property owners currently managed, and /or funding agencies responsible for compliance monitoring. Limit each reference to one 8.5” x 11” page.

c. Project Approach and Estimated Fee

- Submit a written commentary on the proposed scope of work, your experience with similar properties and suggestions for how to best implement an effective property management program at these properties.
- Please provide your estimated property management fee, or fee range, for each of the six CAPNM owned properties based upon the attached Scope of Services. Provide this fee estimate as a percentage of estimated gross income (EGI) and/or as a per unit per month (PUPM) estimate.

6. REFERENCE CHECKS

The Owner may contact references and solicit specific information about the Respondent’s performance based on information provided in Section b. of Respondent’s Proposal.

7. EXPENSE OF PROPOSAL SUBMISSION

All expenses incurred in the preparation and submission of Proposals in response to this RFP shall be borne by the Respondent.

8. OWNER OPTIONS

The Owner reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- A. Cancel and/or reissue the RFP, and/or reject all Proposals;
- B. Reject, in whole or in part, any or all Proposals received in response to this RFP that are incomplete and/or non-responsive;
- C. Waive or correct any immaterial defect or technical error in any response, Proposal or Proposals procedure, as part of the RFP or any subsequent negotiation process;
- D. Request that certain or all Respondents to this RFP supplement or modify certain aspects of the information or Proposals submitted;
- E. Modify the selection procedure, the scope of the proposed project or the required responses; and extend deadlines for accepting Proposals, request amendments to Proposals after expiration deadlines, or negotiate or approve final agreements.
- F. Award contract in full or in-part to successful Respondent; this may involve having one or more successful Respondent based upon agency needs.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of the Owner.

EXHIBIT A: PROPERTY MANAGEMENT SCOPE OF SERVICES

The Agent will be an independent contractor. Ideally one property management Agent will be selected to ensure that all budgeting, accounting, and reporting is specific to the complex needs of CAPNM. It should be noted that one of the properties within the portfolio is a joint venture, which may result in a separately issued contract based upon the needs of the property. The contract(s) shall not create any agency, employment, joint employer, joint venture or partnership relationship between the Agent and CAPNM or Owner.

The Agent selected for this body of work will report directly to CAPNM except for the case of Co-Ownership, which may result in work being done with an affiliate of CAPNM.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 the Agent will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with the HOME -assisted project will be extended to lower income project area residents. Further, the Agent will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the awarding of contracts and purchasing of services and supplies.

The Agent will take affirmative steps to assure that small, minority and women-owned businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Agent must document all affirmative steps taken to solicit the participation of minority and women-owned businesses, and will forward this documentation (along with the names of the minority subcontractors and suppliers) to CAPNM.

1. SITE MANAGEMENT:

- a. Personnel: The Agent shall hire site personnel who will handle on-site management and be responsive to resident problems and needs. The Agent shall direct the personnel and be available to them to deal with non-routine problems.
- b. Wait Lists: The Agent will maintain a site-based waiting list and will identify eligible residents for each property. The Agent shall be responsible for marketing as needed.
- c. Compliance with applicable Civil Rights and Fair Housing Laws: In carrying out all leasing and management activities, the Agent will ensure that all staff comply with applicable Civil Rights and Fair Housing Laws including but not limited to Title VI of the Civil Rights Act of 1964, Title VIII of the Fair Housing Act, Section 504 of the 1973 Rehabilitation Act (dealing with non-discrimination on the basis of disability), and the Americans with Disabilities Act, as well as any and all applicable laws.
- d. Lease up: The Agent shall rent available units to qualified eligible applicants after completion of tenant selection process and determination of applicant compliance with applicable funding source requirements, and completion of required forms (varies based upon project type and funding) to ascertain that all eligibility, income, resident lease, and certification requirements have been met. All such rentals shall be in accordance with all applicable laws and Regulatory Agreements, including Lease Agreements, and landlord-

tenant laws. The Agent shall move residents in and out of the project with as little vacancy loss as possible.

- e. Inspections: Prior to occupancy of any unit by a resident, the Agent and the resident shall inspect the unit, and both shall certify that they have inspected the unit, completed a written move-in checklist and have determined it to be habitable and sanitary. The Agent shall conduct biannual inspections of all dwelling units and report its findings in writing to the Owner and CAPNM.
- f. Maintenance: The Agent shall maintain, or cause to be maintained, the grounds, structure, systems, common spaces, and rental housing units in a state acceptable to the Owner. The Agent shall inspect and report to Owner the general conditions of the projects on a regular basis. The Agent shall coordinate repairs, corrections, or major replacements with on-site personnel or contractors within the limits permitted by Owner. Items in excess of established limits or items requiring a contract, shall be reviewed with Owner prior to any commitment unless there is an immediate risk to health or safety and prior approval is unrealistic due to the nature or timing of the issue.
- g. Enhanced Services: Each development may contain a common space with enhanced services for its residents. The Agent shall coordinate and cooperate with CAPNM in providing these services to the residents.
- h. Insurance Coverage: Agent shall work with Owner to ensure that all properties are covered without any lapse and that said coverage meets the established requirements for each property.

2. LEASE ENFORCEMENT

- a. Enforcement: In the event that a resident fails to meet the terms of their resident Lease Agreement, the Agent shall undertake such corrective action, including eviction, as required and permitted by law.
- b. Pay or Vacate: The Agent shall provide a Notice to Pay or Vacate to each resident whose rent payment is delinquent. The Agent shall furnish the Owner with an itemized list of all the residents with delinquent accounts upon request.
- c. Land, Rules and Regulations: Agent shall comply with and adhere to all laws, regulations and rules governing tenancies, lease enforcement and eviction.
- d. Tax Credit Housing: All units will be governed by the rules of the funding source such as low-income tax credit, HOME, etc. specific to each property. The Agent shall comply with all laws applicable to admissions, lease enforcement and eviction including those federal regulations and CAPNM policies governing fair housing requirements and state landlord-tenant laws.

- e. Grievance Procedures: The Agent shall follow established eviction and grievance procedures. Agent will involve Owner as needed.
- f. Annual Certifications: The Agent shall take such steps required by the Owner to annually re-determine and re-certify incomes and eligibility of residents as required by the applicable Regulatory Agreement of funding source such as low-income tax credit, HOME, etc. A Management Plan will further govern management of the development. The Agent shall provide referrals and coordination in the fields of counseling, guidance, and support services, as well as cooperate with all agencies that provide financial and other services to residents.

3. FISCAL MANAGEMENT

- a. Project Accounts: The Agent shall maintain appropriate and required bank accounts, in the name of the Property with Owner access on all accounts, into which all rental receipts, other income and reserves shall be deposited, and from which all necessary expenses shall be paid. To protect the financial integrity of the Owner, the Agent may be requested to secure a fidelity bond or suitable assurance acceptable to the Owner of not less than six months' projected gross rental receipts and subsidy of the property. Owner shall receive copies of every bank statement for each account managed by Agent.
- b. Security Deposits: The Agent shall collect, deposit, and disburse residents' security deposits in accordance with the terms of the respective resident leases and in compliance with all applicable laws. Residents' security deposits shall be deposited by the Agent in an interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government or the State.
- c. Disbursements: The Agent shall not make any disbursements unless specifically authorized and approved by the Owner in the approved annual budget or on an individual basis.

4. RESIDENT RELATIONS:

- a. Complaints: The Agent shall maintain business like relations with residents whose service requests shall be received, considered, and recorded on a systematic written basis to show the action taken with respect to each. Complaints of a serious nature and all written complaints shall, after thorough investigation, be reported to the Owner as they arise, with appropriate recommendations.
- b. Resident needs: The Agent shall conduct all its activities with appropriate and sensitive regard for the rights and legitimate needs of applicants and residents. The Agent, in the performance of its responsibilities, shall serve and implement to fulfill CAPNM's organizational mission.

5. RECORDS AND REPORTS

- a. General: The Agent shall establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to CAPNM, all relevant funders and any Partner. All records, books, and accounts will be subject to the examination at reasonable hours by any authorized representative of any Partner, or CAPNM, or such federal or state agencies and their representatives as may be authorized to conduct such investigations pursuant to operating agreements or statutory authority. The Agent shall interact as required with project accountants to meet deadlines for tax returns and quarterly reports required by Owner or any Partner.
- b. Formats: All reports or other applicable documents produced under the contract must be both in a format that meets the Owner's requirements, using Microsoft Office products in a PC-compatible format. All documents and products shall become the exclusive property of Owners. Agent shall identify its record keeping systems proposed for use in the course of this contract. Each funding source may also require specific requirements and formats, of which Agent agrees to comply.
- c. Reports: The Agent shall provide CAPNM and Owner with the following reports that may be amended in the future based upon new or changing funding requirements or needs of the Owner.

Annual Reports:

- (1) Annual financial report to be used by CAPNM's and any Partner's external auditor in conjunction with the annual audit.
- (2) Within 30 days of the end of the project fiscal year, Agent shall submit to Owner the final Balance Sheet and Cash Flow Statement for prior fiscal year.
- (3) Resident re-certification for each funding source such as low-income tax credit, HOME, etc. assisted units.
- (4) Prior to the beginning of each new fiscal year the Agent shall prepare and submit to the CAPNM, Partners and funders an Annual Operating Budget estimating the amount of operating revenues and expenses for each property will need in its next fiscal year. Owner shall review and approve prior to submission to funders.
- (5) Any and all documents or reports required by funder for ongoing compliance monitoring.
- (6) Annual performance report to be compiled and presented to CAPNM board of directors. This may include self-evaluation as well as property performance.

Quarterly Reports:

- (1) As required by funders. This may include reports to lenders, syndicators or government entities.

Monthly Reports:

By the 15th day of each month:

- (1) The rent roll and monthly occupancy report
- (2) A statement of income and expenses, including rental subsidies and accruals for items such as audit fees, real estate taxes, mortgage interest and principal payments, depreciation and amortization; and accounts receivable and payable for the preceding month, including an itemized list of all delinquent rents as of the 10th day of the current month, as well as a report on action taken thereof by Manager. The statement should be in sufficient detail to show net cash flow including replacement reserve deposits, replacement reserve withdrawals, and capital improvements not expensed (with detail of each capital improvement cost provided separately). The statement should include an accurate and complete balance sheet and statement of cash flow along with income and expense statements. The balance sheet should be in sufficient detail to meet the Owner's quarterly reporting requirements and be generally acceptable under GAAP principals;
- (3) A rent roll/cash receipts form for the previous month;
- (4) A disbursements summary for the previous month;
- (5) Current bank statements for all accounts with reconciliation of the Operating and Security Deposit Accounts;
- (6) A narrative of any unusual actions taken or emergencies responded to, and a full report of any accidents, claims, and potential claims, for the previous month and any other information required by the Owner;
- (7) If applicable, a list of unit turnovers and work order items for the previous month;
- (8) An Operating Report comparing actual and budgeted income and expenses for the month and for the "year-to-date" trended for seasonal variation on the basis of prior years;
- (9) Monthly schedule of accounts receivables and accounts payable;

- (10) Analysis of security deposits and monthly cash reconciliation, including a statement to the CAPNM or Owner within fifteen (15) days after the end of the month covered;
- (11) List of all rent delinquencies available for review as of the fifteenth (15th) day of the same month.

Other Reports:

- (1) Rent roll, tenant demographics, and Section 3/MBWB participation as requested from time-to-time by various funding sources such as low-income tax credit, HOME, Section 811, etc.
- (2) Management Plans and Management Agreements as required by funders.

6. AGENT'S PERSONNEL

- a. Agent Employees: The agent shall engage or hire all personnel necessary for the operation of the properties listed in Section II. The Agent shall ensure that employees of the Agent fully understand that no employment relationship exists between the employee and the Owner.

7. PERFORMANCE STANDARDS

- a. Routine Monthly Monitoring: CAPNM will monitor the Agent's performance on an on-going basis. If the Agent's performance is inadequate or if compliance problems are found, the Agent will receive a written warning and have one month to resolve the problems.
- b. Serious Breaches: If a problem with the Agent's performance occurs that results in a threat to the life, health or safety of residents, applicants, guests/visitors or staff, or that represents a violation of Civil Rights or Fair Housing laws, CAPNM will provide immediate written warning to the Agent. The Agent will have 24 hours to resolve the problem.
- c. Failure to Correct Problems: If the Agent receives a written warning and fails to correct the problem within the time period cited above, the Agent's contract is subject to cancellation.

9. ONGOING MONITORING OF ACTIVITIES

In addition to the above scope of services, the selected Agent will work to ensure that all aspects of project requirements are in place and will take steps needed to maintain ongoing compliance.

Such activities may include:

- a. Drafting or updating management documents, including the Management Agreement, the Management Plan, and attachments to the Plan including:
 - Agent's Grievance Procedures with residents;
 - Policy for Reasonable Accommodation/Reasonable Modification Requests;
 - Fair Housing Statement and Policy;
 - Designated Section 504 Coordinator;
 - Preventive/Routine/Emergency Maintenance procedures and plans; and,
 - Emergency/Disaster/Evacuation Preparedness and Plans.
- b. Preparing and providing input on operating expense budgets and lease-up schedules.
- c. Providing organization information and certifications as required by the funding source.

EXHIBIT B

INSURANCE REQUIREMENTS FOR PROPERTY MANAGER (Agent)

- A. [The Agent shall maintain, at the Agent's own expense, the following insurance coverages, which insurance shall be placed with insurance companies rated at least "A-" or better and a class of "VIII" (or better) in A.M. Best's Insurance Reports and lawfully authorized to do business in the State of Montana. Each policy must be primary and non-contributing, and must include an endorsement requiring that the insurance company give written notice to the Owner (and Partner where required) of at least thirty (30) days prior to the cancellation, non-renewal or reduction in the coverage limits of such policy. All liability policies shall be on an occurrence basis. The Agent's Commercial General Liability and Excess Liability Policies and Motor Vehicle policies, and any subcontractors' Commercial General Liability Policies and Excess Liability Policies shall also name the Owner, Partners where appropriate, officers, staff, agents, and representatives as additional insured and without contribution from their insurance coverage.
1. Workers Compensation insurance providing statutory coverage and benefits as required by the State of Montana coverage in the minimum amount of \$1,000,000 and \$2,000,000 aggregate on the Commercial General Liability Policies, to be provided by both Agent and any subcontractors.
 2. Motor Vehicle insurance covering owned, non-owned, borrowed, and hired vehicles with not less than a \$1,000,000 per person and \$2,000,000 per accident (personal injury) and \$100,000 per accident property damage or \$1,000,000 combined single limit, to be provided by both Agent and all subcontractors.
 3. Commercial General Liability coverage for bodily injury, personal injury, property damage and advertising liability in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate "per project". The Commercial General Liability Insurance shall be provided by the Agent and all subcontractors and shall include, but not necessarily be limited to, coverage for:
 - (a) Products liability, including Contractual Completed Products Liability coverage.
 - (b) Independent contractors, covering operations of any and all subcontractors.
 - (c) Contractual liability, including the Agent's or subcontractor's indemnification obligations to the Authority and Owner as set forth in the applicable contract.
 - (d) Explosion, collapse, undermining and damage to underground utilities and property when the Development involves such risk exposures.
 - (e) Premises liability including personal injury, bodily injury and property damage.
 - (f) Personal and advertising injury.

(g) CAPNM, Owner, Partners, lenders and funders shall be included as additional insured as appropriate.

4. Excess Umbrella Liability Coverage over Commercial General Liability, Motor Vehicle Insurance, and Employer Liability Insurance in the amount of not less than \$3,000,000 limit.
5. Fidelity and Blanket Crime Coverage in amounts of \$500,000 for employee dishonesty, and forgery.

- A. The contracts will require releases and waivers of subrogation from the Agent and subcontractors for insured claims.
- B. Not later than five (5) business days prior to the execution of the final contract between Owner and the Agent, the Agent shall provide Owner with proof that the requirements of subparagraphs A.1. through A.6. have been met. The additional insured and primary and non-contributory requirements, waiver of subrogation and prohibition against cancellation without notice to Owner shall all be evidenced by endorsements, which should be sent to the Owner.

Renewal Certificates and endorsements for all policies that expire during the term of the contract must also be provided prior to each policy's respective expiration.

- C. Maintenance of the proper insurance for the duration of the contract is a material element of the contract.

FY 2022 CAPNM

Property Management Services

SELECTION PROCESS – EVALUATION SCORING SHEET

Proposer Name:		Reviewer:	
Received by due date and time?			
Threshold	Addressed?		
Not debarred, suspended, prohibited			
Provided tax credit compliance certification(s)			
Evaluation	Total Possible	Awarded	Notes
Evaluation of each proposal will be based on the following criteria:			
1.) Did vendor submit proposal for products and services as requested?	5		
a.) Yes			
b.) No			
2.) Qualification and capacity of project team.	15		
3.) Evidence of related experience.	15		
4.) Project approach and estimated fee.	15		
5.) Reference Checks.	15		
6.) Overall proposal	25		
7.) Women owned enterprise, local or minority owned business, small business	10		
Possible	100		
<u>Comments/ Notes on Scoring:</u>			