North Slope Borough School District Request for Proposal

Project: FY2024 Procurement of Teacher Housing Units Location: Alaska - Utqiagvik, Anaktuvuk Pass, Kaktovik, Nuiqsut, Point Hope, Point Lay, Atqasuk, & Wainwright Duration: Three Year Lease Start/End Date: July 1, 2023 – June 30, 2026



The North Slope Borough School District (NSBSD) is seeking to lease housing units in all villages. These units will be used to provide employee housing to NSBSD employees.

This Request for Proposal, (RFP) is an effort to provide an equal opportunity for any interested property owners to provide housing unit(s) for a one to three-year period beginning July 1, 2023.

NSBSD will evaluate each prospective unit for cost, habitable condition, and physical condition in accordance with the scoring criteria attached as **Exhibit A**.

NSBSD reserves the right to reject any and all proposals and / or waive minor irregularities in the Proposal consideration process. NSBSD shall not be responsible for any costs associated with preparing proposals in response to this RFP.

NSBSD will receive proposals in the following manner:

Deadline: April 7, 2023 at 4:00 P.M.

 Hand Delivery: 1693 Okpik St. Utqiagvik, Alaska 99723
Mail Delivery: Bernadette Fischer, Director or Jill Crooks, Coordinator Maintenance and Operations PO Box 455 Utqiagvik, Alaska 99723 Mailed or delivered Proposals must indicate "Housing Proposal" on the outside of the envelope.
Fax Delivery: (907) 308-6909
Email: bernadette.fischer@nsbsd.org or jill.crooks@nsbsd.org (Subject: Housing Proposal)

Delivery other than that by email or fax will be unopened and kept secure until the opening deadline; email and faxed proposals are not guaranteed to be delivered or received as unopened or confidential. Proposers sending proposals by email or fax must confirm receipt of the proposal by calling Jill Crooks at (907) 852-4710 before the proposal submission deadline.

All parties submitting a formal proposal are responsible for the timely delivery of their proposal(s). Late proposals will not be considered. All proposals will be evaluated based on the established criteria. Property owners submitting proposals will be contacted to arrange for a physical evaluation. NSBSD will site evaluate each offered unit within ten (10) days of the above RFP deadline date.

A sample Lease is attached as "Exhibit B". This instrument is used to lease units to NSBSD. Each unit will be scored during the evaluation. This scoring (highest or most desirable to lowest or least desirable) will then be measured against other similarly configured units (meaning number of bedrooms) for consideration. NSBSD will make an offer to lease dependent upon the number and



type of units needed by NSBSD to house its employees beginning in fiscal year 2023-2024 thru 2026.

NSBSD reserves the right to enter leases resulting from this RFP through June 30, 2026. Property owners must make offered units available for occupancy to the NSBSD no later than July 1, 2023. Lease periods will begin on July 1, 2023, and end on June 30, 2026. If a selected unit is not available to the NSBSD unit a date later than July 1, 2023 the NSBSD will have the option of beginning the lease period at a later date, by mutual agreement, with the owner. The lease will then be pro-rated to the first date the unit is available to the NSBSD.

Property owners are advised to read the Lease Agreement in its entirety, as it establishes conditions, and obligations of both parties.

END

PROPOSAL TO PROVIDE HOUSING EXHIBIT A

Use one form for each unit being offered (for instance one for each unit in a duplex). Please do not leave any blanks unfilled.

The undersigned Property Owner/Designee hereby certifies that they are the owner of record, or has Power of Attorney from the owner of the record, and has the legal right to enter into a lease agreement for the subject real property offered herein.

The real property offered is described as follows:

House number: _____ Apt. ____, ____ St. ____, Alaska.

Owner(s) (please print): _____ Phone: _____

The Unit has:

_____ Bedroom(s) as defined in Exhibit C. NSBSD requires a closet and code compliant window size equaling 10% of the floor space of the bedroom in each bedroom.

_____ Bathroom(s)

_____ Approximate square footage of unit

Permitted Pets: (indicate with an "X") Note: Landlord may not prohibit fish.

Dogs & cats 🗌	Dogs only	Cats only	Caged Bird	No pets 🗌
Monthly Lease Rate	e:			

\$_____ Dollars)

Note: The monthly rate of the lease shall be based upon a three-year period unless otherwise specified by Property Owner/Designee and agreed to by NSBSD.

The housing unit described above is hereby offered for lease to the NSBSD according to the conditions contained in both this RFP and the standard Lease (Exhibit B).

This Exhibit A must be signed by all owners of record or authorized person of the owner of record or a person or entity having Power of Attorney for the owner of record. (A copy of which must be included herewith).

[A current mailing address and contact phone number must be included herewith.]

Signed:

Name		Phone number	E-mail address	
Entry Contact Information:				
Dated:	1		_ 2	_
By:	1		_ 2	
Owner of Record:	1		2	

Evaluation Criteria

<u>Cost Consideration</u>: All units will be ranked from the lowest offered monthly cost to the highest cost, and according to the number of bedrooms in the unit. Total Points Possible for this scoring category is 40. The proposed rent score (Cost) will be awarded based on the calculated variance from the lowest cost offered for an equivalent unit and the score being awarded to the unit being evaluated. Units offered at the same monthly cost will be given a tie score for this criterion.

Total Points Possible 40

Livability / Amenities: Units will be evaluated according to habitable conditions and amenities offered when compared to other units in the same grouping. Consideration will be given to room size, unit floor plan, washer / dryer hookup, overall condition, energy efficiency, Arctic entry, storage space and size. Also, consideration will be given for single-family residences over apartments located in multi-family buildings. Turn-key move in ready units will score higher than units requiring upgrading.

Total Points Possible 30

<u>Pets:</u> NSBSD will be responsible to the Lessor fir any pet damage. **NSBSD ultimately holds** the tenant responsible for pet damage and behavior. **NSBSD does not involve the lessor** in enforcing the conditions and terms of the sublease.

All pets	Dog only	Cat only	Caged Bird	None
5 pts	2.5 pts	2.5 pts	1.5 pts	0

Total Points Possible 5

Total Points Available for All Criteria 75

The District will have the option to either: 1) enter into a lease agreement for each type of dwelling (i.e. 1 bedroom, 2 bedroom, etc.), or 2) reject any or all proposals received. Receipt of a submitted proposal does not constitute a binding agreement between the property owner and the North Slope Borough School District.

Excerpts of the Uniform Building Code

503.2 Floor Area. Dwelling units and congregate residences shall have at least one room that shall have not less than 120 square feet (11.2 m2) of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 square feet (6.5 m2).

Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet (4.65 m2) for each occupant in excess of two.

503.3 Width. No habitable room other than a kitchen shall be less than 7 feet (2134 mm) in any dimension.

Section 504 – LIGHT AND VENTILATION

504.1 General. For the purpose of determining the light or ventilation required by this section, any room may be considered as a portion of an adjoining room when one hall of the area of the common wall is open and unobstructed and provides an opening of not less than one tenth of the floor area of the interior room or 25 square feet (2.3 m2), whichever is greater.

Exterior opening for natural light or ventilation required by this section shall open directly onto a public way or a yard or court located on the same lot as the building.

EXCEPTIONS: 1. Required windows may open into a roofed porch where the porch:

1.1 Abuts a public way, yard or court; 1.2 Has a ceiling height of not less than 7 feet (2134 mm); and 1.3 Has a longer side at least 65 percent open and unobstructed.

504.2 Light. Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with an area not less than one tenth of the floor area of such rooms with a minimum of 10 square feet (0.93 m2).

504.3 Ventilation. Guest rooms and habitable rooms within a dwelling or unit or congregate residence shall be provided with natural ventilation by means of operable exterior openings with an area of not less than 1/20 of the floor area of such rooms with a minimum of 5 square feet (0.46 m2).

Section 801 –GENERAL Dwelling units or guest rooms shall have access directly to the outside or to a public corridor. All buildings or portions thereof shall be provided with exits, exit ways and appurtenances as required by Chapter 10 of the Building Code.

Sleeping rooms below the fourth story shall have at least one operable window or exterior door approved for emergency escape or rescue. The units shall be operable from the inside to provide a full clear opening without the use of separate tools.

1001.12 Inadequate Exits. Except for those buildings or portions thereof that have been provided with adequate exit facilities conforming to the provisions of this code, buildings or portions thereof whose exit facilities were installed in violation of code requirements in effect at the time of their construction or whose exit facilities have not been increased in number or width in relation to any increase in occupant load due to alterations, additions or change in use or occupancy subsequent to the time of construction shall be considered substandard.

Notwithstanding compliance with code requirements in effect at the time of their construction, buildings or portions thereof shall be considered substandard when the building official finds that an unsafe condition exists through an improper location of exits, a lack of an adequate number or width of exits, or when other conditions exist that are dangerous to human life.

END

LEASE AGREEMENT

By entering into this lease agreement, made on the <u>1st day of July 2022</u>, between

North Slope Borough School District (NSBSD),

PO Box 455 Utqiagvik, Alaska 99723 Lessee or Tenant,

Lessor(s), or Landlord(s),

Lessor does lease to Lessee the residence situated at

on the following terms and conditions:

Lessor agrees to rent for a <u>36 month period</u>: beginning <u>July 1, 2023</u> and ending <u>June 30, 2026</u> to the Lessee, premises at:

_-bedroom apartment, located at

Under the following terms and conditions:

1. **RENT:** Lessee agrees to pay monthly rent for said premises \$_____

per month to _

a. The first twelve months lease payment will be paid in one payment on/or before **July 25, 2022**, in the amount of \$_____.

b. The second twelve months lease payment will be paid in one payment on/or before **July 25, 2023**, in the amount of \$

c. The third twelve months lease payment will be paid in one payment on/or before **July 25, 2024**, in the amount of \$______.

2. FIRE INSURANCE AND DAMAGES TO PREMISES: Lessor shall be responsible for providing fire and property insurance as well as comprehensive liability insurance in the amount of \$1,000,000 for the property. The insurance policies must include a waiver by the insurer of subrogation rights against the Lessee. Lessee shall assume responsibility for insuring personal property owned by the Lessee and located on the premises against

fire loss. If the property is destroyed by fire during any term of this lease, the lease will terminate at that time. If the property is damaged, the Lessee may continue with the lease or terminate the lease at its option. If the Lessor fails to provide fire and liability insurance, the Lessee may provide insurance and deduct the fire and liability insurance cost from any subsequent lease payments.

3. **UTILITIES:** Lessee shall be responsible for arranging and paying for all reasonable utility services required on the premises. Lessee reserves the right to ration water, gas, or electricity as the need arises, but Lessee will maintain heat in the building at all times to prevent water pipes from freezing.

4. MAINTENANCE & REPAIR: Lessor will be responsible for major repairs and maintenance. For purposes of determining the difference between minor and major maintenance and repairs, it is agreed that any one repair, not lessee caused, with a cost more than \$200 shall be considered major, and thus the responsibility of the Lessor. Lessee will be responsible for minor repairs up to, but not more than, 3 such repairs per year (\$600.00 total). If Lessor does not make repairs, for which Lessor is responsible within two weeks, then the Lessee may either terminate the lease or make the necessary repairs and charge Lessor for the repairs. Lessee may reduce subsequent rent payments to cover Lessee's expenses for the repairs. All repairs performed by the Lessee will be at the NSBSD wage scale (minimum call out is two hours) if NSBSD maintenance crews are unable or unqualified to make such repairs a contractor can be retained to make the repairs and the cost charged by a contractor to make the repairs will be the responsibility of the Lessor. Repairs resulting from actions and/or negligence on the part of the Lessee will be the responsibility of the Lessee. If Lessor fails to make the repairs for, which the Lessor is responsible, Lessee shall be able to terminate the lease after giving Lessor two weeks' notice.

5. **<u>RIGHT OF INSPECTION</u>**: Lessor and his agents shall have the right at all reasonable times to enter the premises for the purpose of inspecting same. Lessor shall provide Tenant with a 48-hour advance notice prior to exercising this right of access.

6. **ALTERATIONS:** The Lessee will not make any alterations such as painting, adding permanent shelving, changing doors, walls, etc. without prior approval of the Lessor.

7. <u>USE OF PREMISES</u>: Lessee agrees that the premises will be used for residential housing.

8. <u>PETS:</u> Pets allowed on and in said premises: (NOTE: The term pets does not include fish.) Dog & Cats: Dogs Only: Cats Only: Caged Bird: NO PETS:

9. **ASSIGNMENT AND SUBLETTING:** The Lessee may sublet the premises without notification to the Lessor.

10. **DANGEROUS MATERIALS:** Lessee shall not keep or permit to be kept on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **TERMINATION OF LEASE:** This lease may not be terminated before June 30, 2026 except by mutual agreement. Failure of either the Lessor or the Lessee to substantially abide by the conditions of the lease as stated herein shall constitute sufficient cause for the other party to terminate the lease upon thirty (30) days written notice.

12. <u>**REMOVAL OF LESSOR'S PERSONAL PROPERTY:</u>** Lessor agrees to remove all of its personal property before the commencement of the lease period established herein. Any personal property not removed by the lessor will be removed by the lessee and disposed. The lessee will not be responsible to the lessor for the costs of replacement or replacement of any of the lessor's personal property disposed of pursuant to this paragraph.</u>

13. <u>LESSEE TO TURN OVER THE PROPERTY IN A CLEAN CONDITION</u>: The lessee shall clean; repair and restore said residence and return the same to the Landlord in its original condition (reasonable wear and tear shall be the exception).

14. <u>VENUE:</u> It is agreed that the venue of any legal action brought under the terms of this lease shall be in Utqiagvik, Alaska, in the Second Judicial District, and that this Lease shall be construed according to the laws of the State of Alaska.

15. **INTEGRATED AGREEMENT:** This document constitutes the entire agreement between Landlord and Tenant.

16. SPECIAL PROVISION – per attachment. YES

IN WITNESS WHEREOF, the parties have executed this lease on the day, month, and year first above written.

Attested to k	/:		
	FULL NAME, LE	SSOR	Date
	Federal ID or SS	N .	
	Print Name:	Witness: Print Name:	
Attested to b	: <u>North Slope Borou</u> LESSEE	<u>gh School District,</u>	
By:	Director of Maintenance	e and Operations	Date
Witness:			
	Coordinator of Maintena	ance and Operations	