



RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:

Legislative Affairs Agency
State Capitol
120 4th Street, Room 3
Juneau, AK 99801-1182
Attn: JC Kestel

DATE AMENDMENT ISSUED: October 26, 2023

RFP TITLE: RFP 663 – Property Management Services for the Assembly Building Apartments

RFP OPENING DATE & TIME: 11:30am AK Time Wednesday, November 1, 2023

The following contains additional information, changes, or additions to the Request for Proposals (RFP):

- 1) Included below is a draft copy of the ABA Lease Agreement (shown in *italic font*). The Lease is subject to change, including material changes, by the Agency.**

LEASE

THIS LEASE, made and entered into on the date the Legislative Affairs Agency Executive Director or her designee signs the Lease, is by and between _____, whose address is and whose email address is _____, hereinafter referred to as "Lessee," and the LEGISLATIVE AFFAIRS AGENCY, whose address is State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182, hereinafter referred to as "Lessor."

- 1. Premises and Term. The Lessor leases to the Lessee and the Lessee leases from the Lessor the premises, hereinafter "premises," described as follows:*

Approximately _____ square feet of living space located on the _____ floor in suite _____ at 211 4th St., Juneau, Alaska, Lots 7 and 8, Block 9, Juneau Townsite, Juneau Recording District, First Judicial District, State of Alaska,

for a tenancy beginning _____ and ending _____, unless terminated earlier through a process described in this Lease. The premises is furnished as described Exhibit A.

2. *Rent and Payment.* The Lessee shall pay the Lessor the following rental amounts, subject to the following terms:

- a. *During Legislative Session or a Special Session.* The monthly rent amount is _____ (\$ _____) for each month of full occupancy. The Lessee will pay prorated rent, as calculated under c. of this section, for the months of partial occupancy at the beginning and end of each session or special session.
- b. *During the Interim.* The monthly rent amount is _____ (\$ _____) each month. During the interim it is the intention of the Lessor and Lessee to store the Lessee's belongings for a subsequent session or special session. The Lessee may not occupy the premises during the interim, except for short periods. If the Lessee wishes to occupy the premises during the interim, the Lessee shall notify the Lessor or the Lessor's Property Manager and shall, for the period of occupancy, pay prorated rent, calculated under c. of this section.
- c. *Prorated Rent.* Prorated rent is equal to the monthly rental amount during legislative session or a special session, as specified in a. of this section, divided by 30, multiplied by the number of days of occupancy.

Rent is due on or before the first (1st) day of each month, except that rent for a partial month is due at the beginning of the occupancy. Monthly rental payments shall be mailed or hand delivered by the Lessee to the Lessor at the following address:

LEGISLATIVE AFFAIRS AGENCY [or Property Manager]
Attn: Accounting Section
State Capitol 120 4th Street. Rm. 3
Juneau, AK 99801-1182

3. *Security Deposit.* Upon execution of this Lease, Lessee shall deliver to Lessor the security deposit in the amount of _____ (\$ _____) as security for the Lessee's performance of this agreement and against any damage caused to the apartment. If Lessor applies all or part of the security deposit to the payment of an amount in default or to damage, the Lessor or the Lessor's Property Manager shall make a written demand of the Lessee to repay the security deposit amount applied. The Lessee shall, within five (5) days, repay to the security deposit the amount applied. If Lessee complies with all of the conditions of this Lease and causes no damage to the premises, the security deposit shall be repaid to Lessee without interest within 30 days after Lessee vacates the premises.
4. *Parking.* This Lease [] includes [] does not include a parking space. If the Lease includes a parking space, it is space. The fee the parking space is _____ (\$ _____) each month. The parking space fee will be treated as rent for in all manners and for all purposes of this Lease.
5. *Late Fees.* If rent, except rent for a partial month at the beginning of occupancy, is not received by the 5th of the month at 5PM, a late payment fee of \$100 or five (5) percent of the delinquent amount, whichever is more, will be charged.
6. *Acceptance of Lesser Amount.* The Lessor or the Lessor's Property Manager's acceptance of less than the full amount of any payment due from Lessee shall not be considered satisfaction or compromise of a payment unless Lessor or the Lessor's Property Manager specifically consents in writing to payment of the lesser amount as satisfaction or compromise of the amount which Lessor or the Lessor's Property Manager claims.
7. *Condition and Maintenance.* The Lessee has inspected the premises and accepts it "as is." The Lessee shall maintain the premises in a safe condition and in a good state of general repair, maintenance, and condition. The Lessee is responsible for damage arising from the negligence of the Lessee's invitees to the premises, the common areas, or the building that the premises are located in. The Lessee may not make, or allow to be made, alterations of the premises, including, but not limited to, using nails, screws, or bolts to hang anything on the walls.
8. *Utilities and Services.* The Lessor shall provide, at no additional cost beyond rent, heat, electricity, sewage, potable water, and garbage removal for the building property, janitorial services for common areas, and

snow removal for outside common areas. The Lessee is responsible for removing garbage from their premises and for placing it in the provided receptacle for garage. The Lessee will be responsible for telephone service, Internet service, television service, and all other utilities or services not mentioned in this paragraph.

- 9. Insurance. Neither the Lessor nor the Lessor's Property Manager insures or will insure any of the Lessee's possessions, premises contents, or vehicles. Each Lessee is advised, for their own protection, to obtain and maintain during the term of the Lease, renter's or other insurance to ensure adequate protection to themselves, their guests, and their personal belongings.*
- 10. Indemnification. Neither the Lessor nor the Lessor's Property Manager is be liable for any damage or injury to Lessees, or any other person, or to any property, or to Lessees' agents, employees, or guests, other than for Lessor or the Lessor's Property Manager's negligence. The Lessee agrees to indemnify the Lessor and the Lessor's Property Manager and the premises against all liabilities, costs, and expenses, including attorneys' fees, and to save Lessor and the Lessor's Property Manager harmless from all claims of any nature related to this Lease, actions of the Lessee, or actions of invitees of the Lessee.*
- 11. Common Areas. The term "common areas" means all areas that are provided by Lessor for the general non-exclusive use and convenience of Lessee with other lessees and which are not leased or held for the exclusive use of a particular lessee, including, but not limited to, laundry facilities. The Lessee shall not interfere with the use of common areas by others, shall abide by rules adopted by the Lessor or the Lessor's Property Manager for the use of the common areas, and shall use best effort to cause its invitees to comply with the rules and not interfere with the use of common areas by others. The Lessor or the Lessor's Property Manager shall maintain the common areas in good order, condition, and repair. Without advance notice and without any liability to Lessee, the Lessor or the Lessor's Property Manager may change the size, use, or nature of any common areas, erect improvements on the common areas, or convert any portion of the common areas to the exclusive use of Lessor or the Lessor's Property Manager or selected lessees, as long as Lessee is not by this action deprived of the substantial benefit of the Lessee's premises.*
- 12. Keys, Keycards, Garage Door Openers, and Access Codes. The Lessor or the Lessor's Property Manager will provide Lessee with keys, keycards for building access, a garage door opener, if applicable, and the apartment access code. Lessee may not duplicate any keys issued by Lessor or the Lessor's Property Manager or change the apartment access code without written approval from the Lessor or the Lessor's Property Manager.*
- 13. Service Connections. The Lessee will be responsible for performing the connection, including, but not limited to, the costs of performing, the actual connection of telephone, Internet, cable, and communications equipment required by the Lessee to the telephone and network data room in the premises or on the property where the premises are located, but the methods and contractors used by Lessee for the connection must be approved by the Lessor or the Lessor's Property Manager.*
- 14. Entry and Inspection. The Lessee shall permit the Lessor, the Lessor's Property Manager or the Lessor's authorized representative to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary, convenient, or agreed to repairs, alterations, or improvements, or to supply necessary or agreed services, or to show unit after notice of termination to prospective resident. The Lessor, the Lessor's Property Manager, or Lessor's representative, may enter the premises without consent of Tenant in an emergency.*
- 15. Use of Premises. The Lessee agrees that the apartment shall be used only as the personal residence of 2 or fewer persons, unless otherwise authorized by the Lessor or the Lessor's Property Manager before occupancy.*
- 16. Lessor Installed Items. All furnishings, fixtures, and equipment of whatever nature that are installed in the premises by the Lessor or the Lessor's Property Manager, whether permanently affixed or otherwise installed, shall continue to be the property of the Lessor and may not be removed by the Lessee at any time, without approval from and coordination with the Lessor or the Lessor's Property Manager.*

17. *Lessee Responsibilities on Lease Termination.* The Lessee agrees to leave the premises at the expiration or termination of the Lease in as good a condition as when first occupied under this Lease, except for normal wear and tear. At the termination of the Lease, the Lessee is required to return all keys and accountable property, clean the premises to substantially the same condition as the condition of the premises at the beginning of the tenancy, pay for any and all costs of repair the premises from damage above normal wear and tear. Required cleaning by the Lessee upon termination of the Lease shall include, but not be limited to: all floors cleaned; carpets vacuumed; oven left clean of all food and foreign matter; stove top and other appliances shall be wiped clean and left free of dirt, grease, etc.; cabinets and drawers cleaned and free of any food debris; bathroom cleaned, including shower surround areas.
18. *Untenantability.* During the Lease, if the premises or any part of the premises is rendered untenable by public authority, fire, the elements, or other casualty, a proportionate part of the rent according to the extent of the untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor or the Lessor's Property Manager. If all the premises or a substantial part of the premises is rendered untenable by public authority or casualty and remain untenable for a period of thirty (30) days, the Lessee or Lessor may, at its option, terminate this Lease by written notice. A Lessor or the Lessor's Property Manager's decision is controlling as to whether or not the premises are fit for occupancy. The thirty (30) day period described in this paragraph may not be construed to bind the Lessee to remain in the premises if the Lessee's cannot safely occupy it. If warranted due to unsafe conditions, the Lessee may move elsewhere. If the premises are made tenantable again within this thirty (30) day period, the Lessee shall return to the premises.
19. *Default.* The following occurrences shall each be considered a default by Lessee:
 - a. *Failure to Pay:* The Lessee fails to pay any sum, including, but not limited to, rent, due under this Lease following seven (7) days written notice from Lessor or the Lessor's Property Manager of the failure to pay;
 - b. *Other Non-Monetary Defaults:* Lessee breaches an agreement, term, or covenant of this Lease other than one requiring the payment of money;
20. *Remedies on Default.* The Lessor or the Lessor's Property Manager has the following remedies upon a default by the Lessee. The Lessor or the Lessor's Property Manager's remedies under this Lease are cumulative; application of one remedy does not preclude the application of any other right or remedy allowed by law.
 - a. *Termination of Lease:* Lessor or the Lessor's Property Manager may terminate the Lease by giving a written of termination the Lessee. The timing and termination of a Lease will depend on the nature of the default, but will be in accordance with the Alaska Uniform Residential Landlord and Tenant Act (AS 34.03-010 - 34.03.380). Upon termination of this Lease, Lessee will remain liable to Lessor for damages in an amount equal to the rent, including rent for any partial days before the termination, and other sums that would have been owed by Lessee under this Lease, less the proceeds, if any, of any reletting of the premises by Lessor or the Lessor's Property Manager.
 - b. *Entry and Reletting:* Lessor or the Lessor's Property Manager may as provided by law, enter and take possession of all or part of the premises, expel from the premises the Lessee and anyone claiming possession through or under the Lessee, and remove the personal property left on the premises. Lessor or the Lessor's Property Manager may relet the premises, or any part of the Premises, in its discretion.
 - c. *Failure to Remove Property:* If Lessee fails to remove any of its property from the premises at Lessor or the Lessor's Property Manager's request following an uncured default, the Lessor or the Lessor's Property Manager may, at its option, remove and store the property at Lessee's expense and risk. If Lessee does not pay the storage cost within five (5) days of Lessor or the Lessor's Property Manager's request, Lessor may, at its option, have any or all of the stored property sold at public or private sale or auction (and Lessor may become a purchaser at the sale), in a manner that Lessor considers proper, without notice to Lessee. Lessor shall apply the proceeds of the sale as follows and in the following order:
 - i. to the expense of the sale, including, but not limited to, reasonable attorneys' fees actually incurred;

- ii. *to the payment of the costs or charges for storing the property;*
 - iii. *to the payment of any other sums of money which may then be or later become due to Lessor from Lessee under any of the terms of this Lease;*
 - iv. *the balance, if any, to Lessee.*
21. *Waiver. The Lessor or the Lessor's Property Manager's waiver of a breach of any provision contained in this Lease or failure to enforce a provision of this Lease shall not be considered a waiver of the same provision for subsequent acts of Lessee. The acceptance by Lessor or the Lessor's Property Manager of rent or other amounts due from Lessee under this lease will not be considered to be a waiver of a breach by Lessee preceding the acceptance.*
 22. *Notices. All notices under this Lease shall be in writing and effective (i) when delivered in person; (ii) five (5) calendar days after being sent by registered or certified mail to the person, at the person's address listed in this Lease; or (iii) upon transmission by electronic mail (email) to the person at the email address designated by the person in writing.*
 23. *Assignment. Sublease. or Transfer. Assignment, sublease, or any other transfer of this Lease by the Lessee is not allowed.*
 24. *Legislative Council Policy. The Lessee agrees to abide by and comply with the Legislative Council Assembly Building Apartments Policy, a copy of the Policy is attached as Exhibit B to this Lease. The Policy may be updated. If the Policy is updated, the Lessor or the Lessor's Property Manager, shall provide a copy of the updated Policy to the Lessee.*
 25. *Property Manager. The Lessor's Property Manager for this Lease is _____ . The Lessor may replace the Property Manager. If the Lessor replaces the Property Manager, the Lessor or the Lessor's New Property Manager shall notify the Lessee.*
 26. *Furnishings and Other Items Provided by Lessor. Attached to this Lease is Exhibit A, which itemizes furnishings and other items provided with the premises. By signing Exhibit A, Lessee agrees that the furnishings and other items listed in Exhibit A are present in the premises and are in good condition. Lessee agrees that upon termination of this Lease, the listed furnishings and other items shall be left in the premises and in good condition, subject to normal wear and tear. Lessee agrees to reimburse Lessor for the fair market value of a damaged or missing furnishing or other item listed in Exhibit A when this Lease is terminated. Lessor may apply all or part of the security deposit to a charge under this section.*
 27. *Animals. The Lessee may not keep a dog, cat, small mammal, bird, reptile, amphibian, fish, or other animal on the premises unless the Lessee first obtains the written consent of the Lessor or the Lessor's Property Manager and delivers an additional security deposit to the Lessor or the Lessor's Property Manager in an amount to be determined on a case-by-case basis. This section does not apply to an assistance animal that the Lessee is entitled to as a reasonable accommodation under AS 18.80.240 or the Federal Fair Housing Act, 42 U.S.C. 3601 - 3631.*
 28. *Venue and Choice of Law. In the event that the parties to the Lease find it necessary to litigate the terms of the Lease, venue shall be the State of Alaska, First Judicial District, at Juneau, and the Lease shall be interpreted according to the laws of Alaska.*

 This space was intentionally left blank.

29. *Entire Agreement.* This Lease, Exhibits A and B, and, if applicable, a pet-agreement form set forth the entire understanding of Lessor and Lessee, and no modification may be made to this Lease except by a written amendment signed by the Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the day, month, and year indicated below.

LESSEE:

LESSOR:
STATE OF ALASKA, LEGISLATIVE AFFAIRS
AGENCY

Signature

Date

Signature

Date

End of Draft ABA Lease Agreement

This space was intentionally left blank.

- 2) Included below is a **draft** copy of Exhibit A (Itemized List of Assembly Building Furnishings) of the ABA Lease Agreement (shown in *italic font*). Exhibit A is subject to change, including material changes, by the Agency.

Exhibit A: Itemized List of Assembly Building Furnishings

Living Room/Entrance

- Sofa, Loveseat, or Sectional (indicate type by circling)
- Accent Chair
- Ottoman
- Coffee Table
- Laptop Table
- Dining Table
- 2 or 4 Dining Chairs (number of chairs: _____)
- 2-4 Pieces of Art (number of art pieces: _____)
- Television with remote and wall mount
- Coat Hook or Key Hook (circle one or both if present)
- Mirror
- Floor Lamp
- Artificial Plants/décor (list items: _____)

Bedroom (or studio bed area)

- Queen Sized Bed and Mattress with Cover
- Dresser
- Bedside Table
- Television with remote and wall mount (included, yes or no: _____)
- Lamp
- Artwork (number of art pieces: _____)
- Laundry Basket
- 20 Non-slip Velvet Clothes Hangers
- Bedding (if requested) – Comforter, Flat Sheet, Fitted Sheet, Pillows and Pillowcases x2 (circle included items)

Kitchen

- Pots (3) Pans (2)
- Kitchen Utensils
- Knife Set
- Cutting Board
- 20 Piece Silverware
- 4 Dinner Plates
- 4 Salad Plates
- 4 Bowls
- 4 Mugs
- 4 Drinking Glasses
- 4 Wine Glasses
- Baking Pans
- Cookie Sheets
- Mixing Bowls
- 1 Collander

- 1 Measuring Cup Set
- Microwave
- Toaster
- Coffee Pot
- Oven Mitt/Pot Holders
- Kitchen Towels

Bathroom

- Plunger/Toilet Brush Set
- Towel Bar
- Toilet Paper Roll Holder
- (if requested) 4 Bath Towels, 4 Hand Towels, 4 Washcloths (circle included items)
- 2 Bath Mats

NOTES:

Inspection Date _____

Accepted By:
Property Manager _____

Tenant _____

End of Draft Exhibit A of the ABA Lease Agreement

This space was intentionally left blank.

- 3) Included below is a draft copy of Exhibit B (Assembly Building Apartments Policy) of the ABA Lease Agreement (shown in *italic font*). Exhibit B is subject to change, including material changes, by Legislative Council.

Exhibit B: Assembly Building Apartments Policy

ASSEMBLY BUILDING APARTMENTS POLICY

A. *Policy Purpose*

This policy governs the use of the Assembly Building Apartments.

B. *Apartments*

Apartments are maintained for turnkey use with furniture, televisions, lamps, wall art, coffeemakers, microwaves, toasters, pots, pans, cooking utensils, dishes, cups, mugs, silverware, linens, pillows, hangers, laundry baskets, and towels provided. At least two apartments are ADA accessible.

C. *Who May Rent*

The apartments are available for rent to (1) legislators and (2) legislative staff who are eligible for payment of relocation expenses. Exceptions may be granted by the Executive Director of the Legislative Affairs Agency (LAA) or designee on a case-by-case basis.

Apartments may be co-occupied, but the legislator or legislative staff is the lessee and assumes all responsibility. All occupants staying longer than one week must be reported to property management.

D. *Subletting*

Apartments may not be sublet.

E. *Application, Prioritization, and Apartment Assignment*

Priority is given to legislators in order of seniority and then to legislative staff in order of seniority based on number of sessions. Exceptions to the priority list may be granted by the Executive Director of LAA or designee on a case-by-case basis.

The application period for session rentals is October 1 through December 1 annually, with additional application periods if necessary to ensure building occupancy. Applications are available through the housing list website maintained by LAA.

Property management will contact applicants in priority order to determine apartment assignments. Because this process needs to be completed expeditiously, failure to respond to property management within 48 hours will result in the loss of priority position. Legislators will be moved to the bottom of the legislator list and staff will be moved to the bottom of the staff list.

LAA and property management will provide for a similar process for special session with an application period based on the amount of time available to prepare for a special session.

F. *Per Diem and Lodging Stipends*

Renting at the Assembly Building Apartments has no effect on session per diem or lodging stipends.

G. *Rental Rates*

Rental and security deposit rates are based on market value analysis by property management in consultation with LAA. A market value analysis will be conducted annually, and the resulting rental rates shall be reported to Legislative Council.

The first month of rent and security deposit are due to property management before occupancy and rent is due on the first day of each subsequent month of occupancy.

All utilities, with the exception of telephone, cable, and internet, are included in the rental rate.

H. *Pro-rating of Rental Rates*

Upon initial occupancy, rent for the month of January will be pro-rated up to ten days prior to the first day of session. Rent for the month of May is pro-rated daily up to five days following the 121st day of session based on days of occupancy. If session adjourns prior to the 121st day, tenants will be refunded for days in which the apartment was not occupied. Special session rent is pro-rated daily based on days of occupancy.

I. *Interim Rental and Rates*

Staff may only rent during regular and special sessions.

Legislators have an option to keep personal property in their apartment during the interim at a storage market rate established by property management in consultation with LAA. The storage rate may be considered an allowable cost in accordance with the Moving and Travel Policy. A legislator receiving this allowance may not receive an additional allowance for a storage unit outside the Assembly Building Apartments. A legislator who retains their apartment during the interim at the storage rental rate may occupy the apartment during a special session and the storage rate for that month may be credited toward the special session daily rental rate if it is not already reimbursed or covered as an allowable cost in accordance with the Moving and Travel Policy.

Legislators also have an option to occupy their apartment during the interim at the session rental rate, which may be pro-rated daily based on days of occupancy.

A legislator who retains their unit during the interim and who wishes to continue to rent the following session must submit an application as provided in Section E of this policy. They are subject to the prioritization of assignment provided in Section E of this policy, except that their apartment will not be available to other applicants in the second session of a legislature unless and until they choose to move into a different apartment.

A legislator who stores personal property in their apartment during the interim and who does not return for the next session must remove all personal property no later than 15 days before the first day of session. Failure to do so will result in property management arranging for the items to be removed and stored in a separate facility at the legislator's expense.

J. *Accountable Property*

Each tenant will be issued their own keys, keycards, garage remotes, parking tags, and other necessary accountable property by property management in cooperation with LAA. Accountable property issued under this policy to tenants who are not legislators or legislative employees will only provide access to the building and individual apartment. Fees will be charged in accordance with the Keys, Parking Permits and Other Accountable Property Policy for lost and unreturned accountable property and may be deducted from the tenant's security deposit.

K. *Parking*

Parking spaces may be made available to tenants using the prioritization provided in Section E of this policy. A parking space is not guaranteed. If a legislator elects to have an Assembly Building Apartments parking spot, they forfeit a spot in the Capitol parking lots. Property management may establish rental rates for parking

spaces in consultation with LAA but is not required to do so.

Loading zone parking spaces are provided to allow transportation of goods to apartments for those tenants without an assigned parking space. Electric vehicle (EV) charging stations are available. Time limits for loading zone and EV charging spaces are posted. Fines are posted for violating time limits and parking in unauthorized spaces.

L. Pets

Notwithstanding the Animals in Legislative Facilities Policy, each apartment is allowed no more than one animal upon signing an animal agreement. Animals allowed are limited to cats and dogs. Any other animals require prior approval from property management in consultation with LAA.

Animal deposit rates are established by property management in consultation with LAA. Tenants are responsible for cleaning up after their animals, both inside and outside.

M. Smoking and Vaping

There is no smoking or vaping of any substance allowed in any space in the Assembly Building Apartments.

N. Apartment Maintenance

Tenants are responsible for damage to their apartment.

Holes are not allowed in apartment walls. Large art pieces are provided.

Maintenance issues must be reported to property management in a timely manner.

O. Common Areas

Property management provides for custodial maintenance of common areas, including hallways, stairwells, laundry rooms, parking garage, and grounds. Tenants are expected to clean up after themselves in common areas and use provided garbage receptacles and dumpsters. Storage of personal items is not allowed in common areas.

P. Nuisance and Egregious Behavior

Nothing in this policy prevents property management from taking action to correct nuisance behavior of tenants, especially behavior that is egregious in nature and could reasonably be perceived as threatening, violent, retributive, indecent, or excessively or intentionally loud or disruptive to other tenants' quiet enjoyment of residency.

Q. Violations

Violations of this policy or a lease under this policy may result in fees, fines, or termination of tenancy.

R. Fees and Fines

Fees and fines may be established by property management in consultation with LAA and are included in lease documents or posted on the premises.

S. Unpaid Rents, Fees, Fines, and Damages

Unpaid rents, fees, fines, and damages may be deducted from security deposits.

The tenant is responsible for all legal fees or other costs related to the collection of unpaid rents, fees, fines, and damages.

T. Building Security

The Assembly Building Apartments is not open to the public. Legislative Security will not provide routine security services inside the Assembly Building Apartments. As part of routine security services, Legislative Security will only monitor the exterior of the Assembly Building Apartments via security cameras and rounds performed by security personnel. Footage from exterior cameras is subject to the security camera policy in Section IV of the Records Policy. No LAA or property management security cameras will be inside the Assembly Building Apartments. Legislative Security may not be able to respond in the event of an emergency and tenants should contact 911 for assistance.

End of Draft Exhibit B of the ABA Lease Agreement

This space was intentionally left blank.

4) Included below is a draft copy of the Assembly Building Apartments Pet Agreement (Addendum to the Lease) of the ABA Lease Agreement (shown in *italic font*) that is subject to change by the Agency.

PET AGREEMENT (ADDENDUM TO THE LEASE)

This agreement is attached to and forms a part of the Lease dated _____ between State of Alaska Legislative Affairs Agency through Property Manager _____, Lessor, and _____, Lessee.

Lessee requests to keep a pet named _____ and described as _____ in the rental unit they occupy under the Lease described above. Because the Lease prohibits keeping a pet without the Lessors' permission, Lessee agrees to the following terms and conditions in exchange for the Lessor's permission:

- 1. Lessee agrees to keep their pet under control at all times.*
- 2. Lessee agrees to keep their pet restrained on a leash, but not tethered to a structure or object, when it is outside their rental unit.*
- 3. Lessee agrees not to leave their pet unattended for any unreasonable period of time.*
- 4. Lessee agrees to clean up after their pet and to dispose of their pet's waste properly and quickly.*
- 5. Lessee agrees to keep their pet from disturbing a neighbor or other person by including, but not limited to, frequent or prolonged noise, being aggressive, or by otherwise causing any annoyance or discomfort to another person. The Lessee will immediately remedy a complaint communicated through or initiated by the Lessor or Property Manager.*
- 6. Lessee agrees to provide their dog or cat with an up-to-date rabies vaccination administered by or under the direct supervision of a licensed veterinarian. Lessee agrees to provide the pet with regular health care, including other vaccinations, as recommended by a veterinarian.*
- 7. Lessee agrees to provide their dog or outdoor cat with an identification tag. Lessee agrees to obtain and securely fasten to their dog's collar a license issued by the City and Borough of Juneau if required to do so under Juneau Municipal Code 08.15.010 - 08.15.030.*
- 8. Lessee agrees to immediately pay Lessor for any damage, loss, or expense caused by their pet. Lessee agrees to deliver to Lessor an additional security deposit in the amount of \$ _____. The Lessor shall account for the additional security deposit separately and may apply it to damages as provided in AS 34.03.070(h)(2). The additional security deposit, or what remains of it after pet damages have been assessed, will be returned to Lessee within 30 days after the Lease is terminated or Lessee proves to Lessor that they no longer keep this pet in the rental unit.*
- 9. Lessee agrees that this Agreement applies only to the specific pet described above and that no other pet may be substituted.*
- 10. Lessee agrees to furnish the Lessor with a recent picture of the pet described above.*
- 11. Lessee agrees that the Lessor reserves the right to revoke permission to keep the pet in the rental unit if the Lessee violates this agreement.*

Lessee's name: _____ Lessee's signature: _____

Approved on (date): _____ by (name): _____

Property Manager's signature: _____

End of Draft Pet Agreement of the Lease

5) The form in Attachment 5.04 (Performance Bond), pages 39 and 40 of the RFP, is removed and replaced with the following form:

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PERFORMANCE BOND

For _____ Bond No. _____

Project Name and Number: _____

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska, Legislative Affairs Agency, in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, Legislative Affairs Agency, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, Legislative Affairs Agency, on the _____ of _____, 20____, for property management of the above-named project, said work and services to be done according to the terms of said contract.

KNOW ALL WHO SHALL SEE THESE PRESENTS:

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations, work and services under said contract and if the Principal shall reimburse upon demand of the State of Alaska, Legislative Affairs Agency, any sums paid the Principal which exceed the final payment determined to be due upon completion of the contract, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, _____ this _____ day of _____, 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on following page

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Procurement Manager.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

End of Amended Performance Bond

This space was intentionally left blank.

6) Paragraph 2.03 (Scope of Services) in section two of the RFP is amended to read as follows:

2.03 SCOPE OF SERVICES

The Successful Offeror and the Agency will share responsibilities of operating and maintaining the ABA. Some of the Agency's responsibilities are addressed below in paragraph 2.04(9) (Agency's Responsibilities and Costs) of this RFP. The Agency will work closely with the Successful Offeror to direct the Successful Offeror on the Offeror's leasing, building operation, and maintenance responsibilities.

The Successful Offeror will be required to provide professional property management services both directly and through subcontractors. Property management services will include, but are not limited to:

- assisting the Agency with ongoing creation and implementation of ABA policies and procedures;
- beginning in October of 2024, and during each October thereafter, conducting an annual market study of Juneau area rental costs and availability and providing a market report to the Agency by November 1 each year;
- beginning in November of 2024, and during each November thereafter, assisting the Agency with setting lease and deposit rates for apartments to match the local market rental rates;
- showing apartments to potential tenants;
- leasing apartments;
- maintaining lease records;
- performing apartment and building inspections, including, but not limited to, move-in and move-out inspections;
- managing preventative maintenance;
- receiving, responding to, and managing apartment tenant requests;
- receiving, responding to, and managing emergency requests;
- managing janitorial and cleaning services for common areas of the ABA and between apartment tenants;
- performing apartment inventory management;
- ensuring the property is in compliance with all housing and property regulations and laws;
- managing snow and ice control and removal on ABA grounds, including but not limited to, the sidewalks surrounding the ABA;
- managing interior window washing;
- managing interior and exterior light bulb replacement;
- managing flooring and carpet cleaning on a commercially reasonable regular schedule;
- performing accounting and budget support; and
- managing or performing other related services upon request.

The Agency and Legislative Council will set the rent and deposit rates for each apartment for 2024, the Successful Offeror will assist the Agency with setting the lease and deposit rates every year thereafter.

The Executive Director of the Agency will be the Project Director however, it is anticipated that the Capitol Facilities Manager and the Agency's Administrative Services sections will be coordinating with the Successful Offeror regarding maintenance issues, resolving ABA problems, ABA financials, and administering service agreements for the ABA's operations.

Offerors should review all elements of this RFP to understand the proposed scope of services, general terms and conditions, and the expected relationship between the parties.

7) Paragraph 2.04(7) (Subcontractors) of the RFP is amended to read as follows:

7. Subcontractors: Subcontractors will not be permitted to provide the property management service functions under the Contract resulting from this RFP. All key personnel must meet the minimum experience requirements of this Contract. The Successful Offeror is permitted to use subcontractors to perform the non-management services under the Contract.

8) Paragraph 2.04(12) (Building Operations, Maintenance, and Engineering) of the RFP is amended to read as follows:

12. Building Operations, Maintenance, and Engineering: The Successful Offeror is required to manage preventative and other maintenance and operation activities, as required by this RFP.

The Successful Offeror shall ensure that all physical areas within the ABA at a high level of cleanliness, safety, and proper state of repair and ensure the high standard of aesthetic established by the Legislature is sustained. The Successful Offeror shall evaluate and control all factors relating to liability, life and safety, and environmental issues at the ABA.

The Successful Offeror shall be responsible for operation and maintenance services as specified below in a. – l. of this paragraph 2.04 (12) (Building Operations, Maintenance, and Engineering) of this RFP for the ABA. It is anticipated, but not required, that all or most of these services will be provided using contracts obtained through competitive solicitation requirements by the Agency. All contracts and subcontracts must be approved and signed by the Agency. The service contracts below shall be expensed to the Building Operating Account; the cost of these services, other than supervision and contract administration, will not be included in the ABA Property Management Fee .

The Successful Offeror shall provide supervision and contract administration (if applicable) for all personnel, contractors, and subcontractors engaged in providing routine or periodic operation and maintenance services for the building.

- a. Building Engineering: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- b. Fire & Life Safety Systems/Sprinkler Inspection: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- c. Elevators Servicing: The Successful Offeror is not required to provide this service. The Agency will provide this service.

- d. Security: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- e. Parking Garage Operation & Maintenance: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- f. Janitorial: The Successful Offeror shall be responsible for all janitorial services, including supplies, for the common areas of the ABA. Janitorial services will include agreed upon daily, weekly, and semimonthly services as directed by the Agency.
- g. Snow and Ice Control: The Successful Offeror shall be responsible for all snow and ice control services, including, but not limited to, supplies, equipment, labor, and supervision for the ABA. Snow and ice control service areas will include, but may not be limited to, walkways, sidewalks, driveways, roof tops, and stairs directly adjacent to the building. The Agency may direct the Successful Offeror to provide snow and ice control in other areas in, on, around, or adjacent to the ABA.
- h. Window Cleaning: The Successful Offeror shall be responsible for routine interior window cleaning of all apartment windows annually and between each apartment tenant. The Agency will provide exterior window cleaning.
- i. Landscaping and Grounds Maintenance: The Successful Offeror is not required to provide this service. The Agency will provide this service.
- j. Light Fixture Repair and Replacement: The Successful Offeror shall be responsible for the repair or replacement of interior and exterior light fixtures upon request from tenants or the Agency.
- k. Light Bulb Replacement: The Successful Offeror shall be responsible for the replacement of interior and exterior light bulbs upon request from tenants or the Agency.
- l. Carpet and Floor Cleaning: The Successful Offeror shall be responsible for carpet and floor cleaning of all common areas on a commercially reasonable regular schedule that must be approved by the Agency. The Successful Offeror shall also be responsible for carpet and floor cleaning of apartments between tenants.

9) Paragraph 2.04(13) (Annual Budget) of the RFP is amended to read as follows:

13. Annual Budget: By May 1, 2025, and each May 1 thereafter, the Successful Offeror shall prepare a draft budget for the year for review and approval by the Project Director. A final budget must be in place by July 1, as the State fiscal year runs from July 1 to June 30. The budget must include the proposed annual operating and capital expenditure budgets for the subsequent State fiscal year related to the ABA, to include but not limited to, the month by month estimate of projected revenues and expenses for the ABA and net operating cash. The proposed annual capital budget must describe proposed needs for capital improvements, their projected cost, and the anticipated schedule of additional capital needs. Any additional proposed expenditures should be provided to the Agency by March 15 of each year, in a report format, to include item descriptions, cost estimates or proposals and supporting

documentation. Alternatively, this information can be provided in the December 31 report under paragraph 2.04(19) (Management Reporting) .

10) Paragraph 2.04(14) (Building Operating Account) of the RFP is amended to read as follows:

14. Building Operating Account: The Successful Offeror and the Agency will establish a bank account to use as the Building Operating Account required in this RFP. The Agency shall transfer funds as needed to ensure adequate funds are available in the Building Operating Account to cover allowable costs and expenses. Any interest or other income earned on the assets of the Building Operating Account shall be the property of the Agency. The Agency may designate a different account in any bank or financial institution as the Building Operating Account at any time by written notice to the Successful Offeror. The Building Operating Account shall only be used by the Successful Offeror for costs and expenses related to the ABA; the Successful Offeror may not commingle funds in the Building Operating Account with funds from other clients or projects.

Unless otherwise directed by the Agency, the Successful Offeror shall pay, when due, all costs and expenses related to the ABA in accordance with this RFP by check or electronic payment from the Building Operating Account other than the Successful Offeror's Property management fee.

The Successful Offeror shall not, under any circumstances, write a check payable to or in favor of the Successful Offeror out of the Building Operating Account. The Successful Offeror shall not, under any circumstances, write a check payable to or in favor of any Contractor or Subcontractor other than to reimburse a Contractor or Subcontractor for expenditures made on behalf of the Agency. In addition to authorized Agency authorities, only those Successful Offeror personnel specifically authorized by the Successful Offeror and approved by the Agency shall have authority to write checks from the Building Operating Account. The Successful Offeror shall not issue a check for more than Five Thousand Dollars (\$5,000.00) without the prior written authorization of the Agency.

The Successful Offeror may not, without prior written approval of the Agency, disburse funds from the Building Operating Account or incur expenses on behalf of the Agency in the performance of its duties in excess of the total expenses approved by the Agency.

11) Paragraph 2.04(15) (Expenses Paid from Building Operating Account) of the RFP is amended to read as follows:

15. Expenses Paid from Building Operating Account: The following costs shall be paid directly from the Building Operating Account:
- a. All costs necessary for the operation, and maintenance of the ABA, so long as such costs are provided for and are within the limits of the costs approved by the Agency;
 - b. All costs necessary to handle emergencies as described in paragraph 2.04(21) (Emergency Response).

The Successful Offeror shall not be obligated to make any advance to or for the account of the Agency or to pay any sums except out of funds in the Building Operating Account. The

Successful Offeror shall not pay the Successful Offeror's property management fee from the Building Operating Account and may not make any payment, directly or indirectly, to itself from the Building Operating Account. The Successful Offeror shall submit invoices to the Agency for all property management fees; the Agency will pay the Successful Offeror's invoices once they have been approved by the Project Director as described in paragraph 2.04 (2)(c) (Invoices) of the RFP.

12) Paragraph 2.04(19) (Management Reporting) of the RFP is amended to read as follows:

19. Management Reporting: In addition to the required monthly financial report, the Successful Offeror shall provide biannual management reports to the Agency in a format approved by the Agency due June 30 and December 31 each year, beginning June 30, 2024. Each report must include, but is not limited to, the following:
- a. an executive summary;
 - b. a brief narrative report on building maintenance and repair activity (including preventative maintenance activity), inspections, and other inspection activity and results;
 - c. a summary of leases and tenant occupancy;
 - d. any recommendations to improve occupancy, operations, or resolve general issues;
 - e. change in status of subcontracts or service agreements; and
 - f. any other exceptional or pertinent information.

13) Paragraph 2.04(24) (ABA Property Management Fee) is added to the RFP as follows:

24. ABA Property Management Fee: The Successful Offeror will be paid the ABA Property Management Fee for the work and services described in this RFP. The ABA Property Management Fee consists of a session rate and interim rate. The session rate applies for the full month of a month during which the Legislature is in session or special session for any part of the month. The interim rate applies to the full month of any month that the Legislature is not in session for the entire month.

14) Paragraph 3.03 (Cost Proposal Requirements) of the RFP is amended to read as follows:

3.03 COST PROPOSAL REQUIREMENTS

Offerors must provide the fixed monthly rate for property management services for both session and interim months, on an annual basis for years one (1) and two (2) of the Contract. The Successful Offeror will be paid the fixed monthly rates for all property management services defined in this RFP. Consistent with any limitations or qualifications discussed in the RFP, the property management services fee shall cover all costs to manage and supervise all provisions of ABA leasing, building operations, and maintenance, including subcontractor procurement and administration, preparation and administration of the annual business plan, and other periodic forecasts for providing property management services, all required financial management and

accounting services, all required management reporting, emergency response management, and other miscellaneous services. The Successful Offeror must provide a rate for session and interim months for both years one (1) and two (2) of the initial Contract term.

For purposes of the Cost Proposal Form and evaluation of proposals, six session months and six interim months are assumed. The actual number of session and interim months may vary.

All expenses related to the property will be reimbursed at cost or paid by the Agency and should not be included in the total price in the offer (the ABA Property Management Fee). Do not include any fees associated with minor repairs or projects.

Only one (1) copy of the COST PROPOSAL FORM in attachment 5.03 (Cost Proposal Form) should be submitted in a separate sealed envelope marked COST PROPOSAL with the RFP number on the outside of the envelope, or in a PDF document marked COST PROPOSAL with the RFP number in the subject line of the email that the PDF Proposal is sent in.

This is a fixed-price Contract. The total price in the offer (the ABA Property Management Fee) must include all charges which can be reasonably anticipated by the scope of services required in this RFP, including, but not limited to, all labor, travel, lodging, per diem, and administrative costs.

Any proposal without a Cost Proposal form will be declared nonresponsive.

Reasonable requests for adjustment of the ABA Property Management Fee for a renewal period will be considered at the time of renewal based on new cost and pricing data submitted by the Successful Offeror.

15) The following questions or comments were asked at the preproposal teleconference or received by the Procurement Manager from potential Offerors before the deadline for written questions:

i. **Question:** *Are you expecting full capacity?*

Response: Yes.

ii. **Question:** *Will the tenants be 100% legislators only, or a mixture of Legislators and staff?*

Response: Legislators and legislative staff.

iii. **Question:** *Will there be any Disabled Access units and/or will all units have DA?*

Response: There are two ADA accessible apartments located on the first floor of the building in apartments 105 and 107.

iv. **Question:** *Will the apartments and Exterior access doors be keypads or keys?*

Response: Exterior doors of the building will be controlled with electronic key card and/or hard key access and apartments will have electronic keypad locks for access.

- v. **Question:** “Personal Storage” is mentioned. We need details on this. Does it mean within the apartments during interim or in the storage areas in the parking garage?

Follow up question: This may or may not affect interim maintenance and inventory tasks. There is a level of liability that the Agency/Property Manager is affected by when dealing with someone’s Personal Property storage when access is needed for the abovementioned tasks. We think it important for that to be addressed in the lease in some type of Hold Harmless or clause.

Response: On written agreement of the Agency and the tenant, a tenant may store their personal property in the premises (apartment) they are leasing during the interim. Tenants will pay rent for this benefit.

- vi. **Question:** Will there be time given to obtain the necessary contracts for services of vendors along with their insurance certificates? A transition period may be needed to secure the vendors as many are not available on short notice and the solicitation process outlined in the RFP will take time. We think to keep the building running efficiently with no interruption of services it will be necessary to cooperate with any current vendors and then go through a competitive selection process as soon as possible after the property management contract is in effect.

Response: Once the Contract resulting from this RFP begins, the Agency will work with the Successful Offeror to secure necessary maintenance service contracts. The building will be under warranty for one year and the Agency will work with the Successful Offeror and the renovation contractor for any necessary warranty work.

- vii. **Question:** Will a residential apartment tenant lease be provided by the Agency prior to submission of the Cost and Technical proposals?

As part of the RFP process, we would like to see a copy of the lease. Penalty fees, rules, etc.

We propose that fees be charged/received from tenants directly to the Property Manager. Meaning, non-emergency call outs, late fees, etc. Without that in place, we have no way to estimate our time regarding the Cost Proposal. This fee structure would be addressed in the Property Management contract as it wouldn’t affect the Agency’s budget and would be fair to both parties.

Response: Please see item 1) (Draft copy of the ABA Lease) of this amendment. The Successful Offeror's only compensation under the Contract resulting from this RFP is the monthly property management fee. Please also see the response to question ix related to lease input and finalization.

- viii. **Question:** In Section 2.04, Item 5 f. it states that the property manager will be expected to enforce the terms of the lease. Since we haven’t seen the lease, will the ABA or the Property Manager be responsible for tenants’ non-payment or late payment issues? What will that process look like and if they need to be evicted – after how long? 30 days of nonpayment? 60? With our current Property Management contracts, late fees are payable to us, not the owner.

Response: Please see item 1) (Draft copy of the ABA Lease) of this amendment and the response to question vii of this amendment.

ix. **Question:** *Will edits to the lease be up for discussion before the lease is finalized?*

At the Pre-Proposal Conference it was revealed that the lease has not yet been finalized by the legal department. We think the Offerors input could be invaluable to that process.

Response: While the Successful Offeror's feedback or edits may be considered by the Agency, the Agency will make final determination of the lease language.

x. **Question:** *Would we be able to call Security for disturbances?*

The RFP mentions that Security will be handled by the State. What exactly does that mean? Does it mean they will do morning and evening rounds, or does it mean more. Regarding the management of the building and our role in disturbances hence our estimate of costs, if Security is called for "disturbance" type issues, that will remove a charge structure in our estimate.

Response: The Successful Offeror and tenants of the apartments may call the Agency's Security or local law enforcement for disturbances; if the Agency's Security is contacted, the Agency will determine if a disturbance reported to the Agency's Security should be escalated to local law enforcement.

xi. **Question:** *Tenant Screening: It seems like there isn't much time to screen and assign tenants...what happens if this cannot be accomplished in 2 weeks for year one?*

Response: For the first cycle of occupancy, the Successful Offeror will not be required to screen tenants. The Agency will provide the Successful Offeror a list of prioritized prospective tenants that are approved to move in upon execution of the lease.

xii. **Question:** *General building rules need to be created or will these be addressed in the lease? Things such as quiet time, laundry hours, how to deal with trash, etc.*

Response: Please see item 3) (Draft copy of Assembly Building Apartments Policy) of this amendment.

xiii. **Question:** *Apartment assignment: Could this be done any time before Dec 15, or does it need to be Dec 1 through Dec 15 every year or just this year?*

Response: Under sec. 3.02(C)(5) of the RFP, offerors may include suggestions in their Technical Proposal, the Agency may consider the proposed suggestion in the Contract resulting from this RFP.

xiv. **Question:** *Suggestion: Each tenant is handed a unit specific move in packet with items such as: furniture/item inventory (with cost to replace), building rules, management contact info, emergency escape plans, etc. these forms will have to be signed by the tenant.*

Response: Under sec. 3.02(C)(5) of the RFP, offerors may include suggestions in their Technical Proposal, the Agency may consider the proposed suggestion in the Contract resulting from this RFP.

- xv. **Question:** *Furniture inventory, damage...how will damage issues be handled meaning charging tenants for repairs/replacement vs wear and tear? Who will be responsible for making those replacement purchases?*

At the meeting and during the site visit, it was stated that a full inventory of furniture, linens, silverware, towels, etc. will be expected for every unit. We will need to see the list of everything and there needs to be a discussion about how damage and replacement of these items will be handled. This is a huge task when considering there are 33 units. Over time, these items will no longer be available as replacements as they are discontinued which makes tracking/organizing replacements become even more time consuming. We assume there will be language in the tenant lease addressing this issue and that either a direct payment and/or subtraction from the security deposit could be a means of dealing with it. Will the ordering and delivery of replacement items be the Property Managers job, or just the inventory report submitted to the Agency, and it will be handled by the state?

Response: The Successful Offeror will work in consultation with the Project Director for the issues described in this question. The Project Director is responsible for assigning value and determining replacement value for inventoried items. Charging tenants for damaged items will be at the discretion of the Project Director and will not be required for normal wear and tear. The Agency will pay for and source items that may need to be replaced.

- xvi. **Question:** *What about months that there isn't session, but the Agency is paying the higher rate, or special session(s) when they are paying the lower rate? Not fair to either side.*

Special sessions could entail move-in/move-out tasks multiple times per year. The Agency probably has budget concerns with this, but they obviously must deal with that already on a much larger scale, that should apply to the ABA management too. It is understandable that this building should operate on a budget, but it is not fair to increase the Property Management workload while fees are charged as though there is no occupancy. We propose that the Cost Proposal form be changed to allow for "Occupancy Rate" vs "Interim Rate" rather than Dec – May and June – Nov or keep those date ranges in place with a "Special Sessions" clause that allows for the Occupancy Rate to be charged if there are special sessions.

How are tenant charges going to be applied for special sessions? Meaning, it is unlikely they will occur directly within calendar months. We assume that the occupancy will be prorated to a daily charge but need clarification. Follow up question: Even with regular session, if it ends early or in the middle of the month of May, will tenants be charged for the entire month? (Cost issue for us)

Response: Please see items 1) (Draft copy of the ABA Lease), 12), 13), and 14) of this amendment.

xvii. **Question:** *Will the costs associated with ABA Property Management be public record?*

Response: Yes.

xviii. **Question:** *Resident Advisor idea? This is an out of the box idea that may or may not be beneficial. At colleges, there is a Resident Advisor (RA) that lives in the dorm. That person is given free board to be an onsite contact for resident issues. We think this could potentially be a good idea for certain things like “lockouts” or other small tasks.*

Response: A resident advisor (RA) will not be considered for the ABA. Agency Security will be responsible for responding to lockouts. Agency Security is available 24-hours a day.

xix. **Question:** *Insurance: All real estate brokerages are required to carry Error & Omissions insurance. That is calculated by estimating the income from all the various real estate related duties like sales, consultation, Property Management, etc. Would that be acceptable in this case, or will we need to literally have separate policies?*

There are several policies listed in the RFP that may also already be covered within our company policies. Same question as above, will we need to have specific policies related to this project?

Response: Successful Offerors shall have insurance policies that are specific to the Contract resulting from this RFP and the Agency must be listed as the certificate holder of the policies that are required and described in paragraph 1.44 (Insurance) of the RFP.

xx. **Question:** *Vendor/Utility payments: We have a trust account available for payments of utilities and vendors that could be used as the Building Operating Account? We assume this is acceptable and typically operate by paying our monthly fee out of the property bank account. According to the RFP, we would need to submit an invoice instead of paying ourselves? Further down in the RFP, it stated that all costs associated with running the building can be paid out of that account...conflicting language?*

Response: The Successful Offeror and the Agency will establish a Business Operating Account that is to be used exclusively for the ABA’s operations. The Successful Offeror shall not pay the Successful Offeror’s property management fee from the Building Operating Account and may not make any payment, directly or indirectly, to itself from the Building Operating Account. The Agency will pay all facility utilities, pay existing service contracts, and pay the Successful Offeror fees. The Agency will deposit rent checks directly into state accounts.

Please see items 9) and 10) of this amendment for the amended language.

xxi. **Question:** *The Performance Bond form included in the RFP in section 5 page 39 doesn’t make sense...this isn’t a construction project.*

Response: Please see item 5) of this amendment for the amended form in Attachment 5.04 (Performance Bond) of this RFP. As provided in paragraph 1.31 (Performance Bond) of the RFP, the Performance Bond is required to be obtained and provided by the Successful Offeror within five (5) days of execution of the Contract resulting from RFP 663.

xxii. *Question: Managing physical keys is tedious and time consuming. Yes, the locks and keys are less expensive than electronic or keypad locks, but over time people lose keys and the tracking is difficult. Every time someone loses a key, they need to have their unit rekeyed and new keys made. That is time and expense that is usually covered by the tenant. With electronic or keypad locks, the codes can simply be changed, and lost keys are no longer an issue. Will we be issued a master key that can open all physical locks in the building?*

Response: Exterior doors of the building will be controlled with electronic key card and/or hard key access and apartments will have electronic keypad locks for access. The Successful Offeror will be assigned master keys.

xxiii. *Question: At the meeting a question was asked regarding the limitation of time for prospective tenants to view and choose apartments. One challenge is these tenants are all out of towners, so how do they effectively tour the apartments and make choices?*

Virtual tours were brought up. Our company has a 3D scanning camera, and we are very experienced with producing 3D tours. If desired, we could propose a cost for generating 3D tours of the building. It could either be one large tour or broken down by floor, or broken down by unit...TBD

Knowing that some of the tenants might choose a unit by virtual tour, it may be prudent to include disclaimer language if someone is not happy with their choice once they arrive.

Response: Under sec. 3.02(C)(5) of the RFP, offerors may include suggestions in their Technical Proposal, the Agency may consider the proposed suggestion in the Contract resulting from this RFP.

xxiv. *Question: What are the plans for the 5 storage units in the parking garage?*

Response: The storage units will be retained and used exclusively by the Agency.

xxv. *Question: What are the plans for the 2 suites in the parking garage?*

Response: The two suites in the parking garage will be retained by the Agency.

xxvi. *Question: We assume that the parking spaces will be assigned based on priority as well, or is that parking reserved for something else?*

Response: The process for assigning parking in the ABA parking garage by the Successful Offeror will be in consultation with the Project Director. Please see items 1) (Draft copy of the ABA Lease) and 3) (Draft copy of Assembly Building Apartments Policy) of this amendment for further details about parking.

xxvii. **Question:** *It was asked at the meeting when a Certificate of Occupancy can be expected. The assumption is that the building will be ready for occupancy by December 15. The site visit revealed that there is a lot of “finish” work yet to be done. None of the units are complete (trim, fixtures, flooring, finishes (other than paint), appliances, furniture/living items, etc...). It will be quite a challenge to have all that done in the next 6-8 weeks including all inspections and permits closed. What is the backup plan?*

Response: The Certificate of Occupancy will be issued December 26, 2023. If needed, a temporary solution will be obtained.

xxviii. **Question:** *We would like to review the limited warranty that the renovation contractor will be bound by. It doesn't matter how many inspections there are or how careful the work is done, there are going to be issues that the contractor should be willing to come back and repair or adjust.*

Response: The Project Director and the Successful Offeror will review the warranties of the building upon execution of a Contract resulting from this RFP.

xxix. **Question:** *Will property managers be involved with final quality walkthrough before showing it to tenants?*

Response: Under sec. 3.02(C)(5) of the RFP, offerors may include suggestions in their Technical Proposal, the Agency may consider the proposed suggestion in the Contract resulting from this RFP.

xxx. **Question:** *What kind of flooring is planned? Carpet, click together, tile, vinyl, mixed?*

Response: ABA apartments will have vinyl plank flooring in kitchen and bath areas, and they will have carpet in the bedroom and living areas. The main stairwell and corridors of the building will have carpet.

xxxi. **Question:** *Is the agency relying on our opinion for market value on rent or are rent amounts already assigned by unit for this first term? We assume rent value will be based on several factors including sq.ft., view, floor location, etc.*

Response: Rental rates will be determined by the Agency and Legislative Council for the first occupancy cycle. After the first occupancy cycle, The Successful Offerors will assist the Agency with setting rental rates.

xxxii. **Question:** *Will the Offeror be expected to come up with a budget for the 1st year? This will be a nearly impossible task due to the non-existence of expense data for a newly renovated building. Even in future years will be difficult not knowing in advance how much occupancy can be expected if there are special sessions.*

Response: Please see item 9) of this amendment.

xxxiii. **Question:** *One thing we are concerned about is something difficult to put into words such that it is not disparaging of the Legislators, but our best effort is to state that by personal experience and by reputation, many Legislators have “strong” personalities. We are concerned that alone could cause problems within the building and with our management processes. Have you considered what would happen in instances of conflict with those personalities?*

Response: It’s the Agency’s expectation that the Successful Offeror will be professional in dealing with all tenants; any behavior in violation of building policy may be forwarded to the Project Director for proper action.

16) All other terms and conditions of RFP 663 will remain as written.

To be considered responsive, a signed copy of this amendment, in addition to your proposal, must be received by the issuing office prior to the opening date and time.

NAME OF COMPANY

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

JC Kestel
Procurement Manager
EMAIL: JC.Kestel@AKLeg.Gov
PHONE: (907) 465-6705
TDD: (907) 465-4980