SYNOPSIS

The Anchorage Economic Development Corporation is soliciting consultant services to facilitate collaboration in the update of the Ship Creek/Waterfront Land Use Plan and the creation of a site-specific Master Plan with the following elements: (1) Establish goals, objectives and policies governing future land use development in study area, (2) Define a signature element using public input, and (3) Facilitate public participation in the planning process.
REQUEST FOR PROPOSALS
FOR CONSULTANT SERVICES
TO CREATE THE SHIP CREEK/WATERFRONT MASTER PLAN-2013

ANCHORAGE ECONOMIC DEVELOPMENT CORPORATION
REQUEST FOR PROPOSAL
SHIP CREEK/WATERFRONT MASTER PLAN -2013

SECTION 1.0 GENERAL INFORMATION

1.1 Purpose
The Anchorage Economic Development Corporation (AEDC) is soliciting proposals from qualified consultants to provide professional planning services for the preparation of the Ship Creek/Waterfront Master Plan and an update to the 1991 Ship Creek/Waterfront Land Use Plan AO 91-88 (“The Plan”).

The overall purpose of the project is to facilitate collaboration in the update of the Plan and the creation of a site-specific Master Plan, in order to incorporate the planned improvements of the Project into the plans. The plan is intended to promote a mix of viable economic opportunities in the plan area, including residential, commercial and light industrial uses and to identify a signature element. The planning process will engage a variety of planning partners, further outlined in Section 1.2.

The plan will include a vision, goals, and implementation strategies that will ensure an integrated, cohesive, and holistic district that meets the needs of the organizations and the neighborhoods located within and adjacent to the Ship Creek/Waterfront area.

1.2 Background
The Ship Creek area lies north of downtown Anchorage and should be considered to be the same area referenced in the 1991 Ship Creek/Waterfront Land Use Study (see Attachment A). Generally speaking, it is bounded by the Anchorage Central business District to the south, the port of Anchorage to the north and west, by Joint Base Elmendorf-Richardson (JBER) to the north and east and by the Knik Arm to the west. The Ship Creek basin is composed of a variety of stakeholders including the Municipality of Anchorage, the Port of Anchorage, the Alaska Railroad, a number of industrial and commercial businesses and several seasonal tourist attractions.

Project Lead and Management
The State of Alaska appropriated funds in the 2013 Capital Budget (SB 160) to the Municipality of Anchorage for the Ship Creek Access Improvements North C Street to Dam Phase II (“Project”) the purpose of this Contract is to facilitate collaboration in the update of the Plan and the creation of a site specific Master Plan, in order to incorporate the planned improvements of the Project into the plans. The Anchorage Economic Development Corporation will engage the contractor and will be responsible for contract administration and supervision. Preparation of the plan, and studies will be coordinated by the AEDC and will include representatives from the district planning area, as noted in Section 1.2; Planning Partners. Implementation of a community involvement plan will be concurrent with the development of the Ship Creek/Waterfront Master Plan.

The Scope of Work (located in Section 3.0) has been drafted to further refine the needs of the project. The draft Scope of Work identifies the research, evaluation, public outreach, and GIS needs that will be required to complete the three major elements of the project: preparation of the Ship Creek/Waterfront Master Plan, an update to the Ship Creek/Waterfront Land Use Plan (AO 91-88) and the identification of a signature element.

Contributing Planning Projects
1991 Ship Creek/Waterfront Land Use Plan – The Anchorage Assembly adopted this plan in August of 1991 including the transportation element, and later incorporated it as part of the Municipality’s Anchorage 2020 - Anchorage Bowl Comprehensive Plan.
Anchorage 2020 - the Anchorage Bowl Comprehensive Plan was adopted in 2001. It defines the Ship Creek area as one of Anchorage’s busiest transportation corridors (Chapter 4, page 46) and speaks to the potential in the commercial and residential redevelopment of the area. It also notes the Ship Creek/Downtown area as key to Anchorage’s long term economic vitality.

Redeveloping the area could increase commercial, residential and institutional opportunities within the Ship Creek/Waterfront area; reduce impacts to the natural environment by providing higher-density housing; increase commercial activity in the area; and ultimately improve the entire downtown area through architectural, pedestrian and tourism based development.

Anchorage 2020 makes specific reference to the Ship Creek/Waterfront Land Use Plan - the Ship Creek/Waterfront plan completed in 1991 - as a recommended tool for guiding the development of the Anchorage 2020 Plan.

Ship Creek District – A Transportation-Oriented Mixed-Use Development Design Guidelines Report commissioned by the Alaska Railroad outlines a foundation for development of design solutions. The findings of this report should inform the final Ship Creek/Waterfront Master Plan.

Planning Partners
Each of the organizations in the Ship Creek/Waterfront area has an interest in developing an exceptional plan for the area that will enable them to realize their greatest institutional potential. Therefore, they will be actively engaged in plan development. The following public and private organizations are located within the Ship Creek/Waterfront area, but are not meant to constitute the complete list of stakeholders in the area:

- Alaska Railroad (ARR) is a full-service freight and passenger railroad. It is owned by the state, but is incorporated and run like a private business.
- Port of Anchorage (PoA) is a deep-water port with 4 bulk carrier berths and two petroleum berths. It is an enterprise department under the Municipality of Anchorage.
- Totem Ocean Trailer Express (TOTE) is a privately owned Alaska corporation operating a fleet of cargo ships between Anchorage, Alaska and Tacoma, Washington.
- Horizon – is a domestic ocean shipping company operating out of Alaska, Hawaii, Washington and Puerto Rico among other ports.
- Alaska Marine Lines (AML) – a subsidiary of Lynden Inc. and provides marine cargo transport from Southeast Alaska, Central Alaska, Prince William Sound and the Yukon Territory.
- Odom Corporation (ODOM) is a large private beverage company with warehouse and distribution facilities in Ship Creek.
- The Municipality of Anchorage (MoA) is the municipal entity governing the Ship Creek area.

Neighborhoods, community council areas and associations within and adjacent to the planning area contribute housing and services for employees and students in the Ship Creek District and have expressed interest in participating in the planning process; this includes representatives from:

- Anchorage Downtown Partnership (ADP)
- Downtown Community Council (DCC).
- Government Hill Community Council (GHCC).
- Fairview Community Council (FCC).

Anticipated Outcomes
The Ship Creek/Waterfront Master Plan will provide recommendations that will guide growth and development to support the area’s character and will outline strategies for implementing those
recommendations. This project will incorporate the vision, goals, and policy elements of Anchorage 2020. The project will determine future land use and open space demands and propose options for mixed-use residential development, affordable housing for students and workers, and commercial development that supports organizations within the Ship Creek District while taking into account the special zoning focusing on the Alaska Railroad properties within the Ship Creek area outlined in AO 2006-46 (S).

The representatives of organizations and neighborhoods within the Ship Creek District anticipate the Ship Creek/Waterfront Master Plan will revise the District’s goals and identify new strategies for goal implementation. The end result of the project will be a draft of the Ship Creek/Waterfront Master Plan. The Municipality will put that draft out for public hearing and then submit it for formal review and approval by the Anchorage Assembly.

Major Deliverables for the project may include:

- Public Involvement Plan
- Microsoft Project File and reports
- Concerns, Expectations, and Values Report
- Vision, Goals, and Objectives Report
- Ship Creek District Profile Report
- Update of the 1991 Ship Creek/Waterfront Land Use plan
- Plan Elements and Implementation Plan
- GIS Mapping throughout and for Public Review Draft and Final Draft Plans
- Two Draft Plan templates – In-Design Templates depicting plan layout
- Ship Creek/Waterfront Master Plan – Public Review Draft
- Ship Creek/Waterfront Master Plan – Public Hearing Draft

1.3 Questions

Please identify the project title on all correspondence.

Questions regarding this proposal are to be submitted in writing to:

Anchorage Economic Development Corporation
RFP# 0722 – 2012 - Ship Creek/Waterfront Plan
510 L Street, Suite 603
Anchorage, AK 99501
- Office hours: 8:00 a.m. to 5:00 p.m. Alaska time, Monday through Friday.

1.4 Proposal Preparation Costs

The Anchorage Economic Development Corporation shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each proposer agrees to be bound in this respect and waives all claims to such costs and fees.
SECTION 2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals
Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period
Award of this proposal is anticipated to be announced within 60 calendar days from the proposal submission date, although all offers must be complete and irrevocable for 90 days following the submission date.

2.3 Confidentiality
The content of all proposals will be kept confidential until the selection of the contractor is publicly announced. At that time the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the contract, all proposals, tabulations and evaluations will then become public information.

2.4 Proposal Format
Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on: 1) conformance to the RFP instructions; 2) responsiveness to the RFP requirements; and 3) completeness and clarity of content.

2.5 Signature Requirements
All proposals must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

Failure to sign the Proposals is grounds for rejection. Signature on the “Letter of Transmittal” (See Section 4.3) will meet this requirement. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission
2.6.1 ONE ORIGINAL, single-sided unbound, plus FIVE complete copies of the proposal must be received by AEDC prior to 4:00 pm January 11, 2013. Copies may be bound, or enclosed in folders/binders as the proposer chooses.

2.6.2 IN ADDITION to the copies required by section 2.6.1 above, the proposer is asked to also submit a PDF copy of the complete proposal, including attachments. Since the full proposal will include proposer’s fee schedule as one attachment, the electronic copy should be forwarded in a separate sealed package to avoid early disclosure of fees.

2.6.3 All hard copies of the proposals shall be submitted in a single, sealed cover which should be plainly marked as a Request for Proposal Response with the Title prominently displayed on the outside of the package.

2.6.4 Proposals shall be delivered or mailed to:
2.7 **News Releases**

News releases by or on the behalf of any Proposer pertaining to the award resulting from the RFP shall not be made without prior written approval of the AEDC Project Manager.

2.8 **Disposition of Proposals**

All materials submitted in response to this RFP will become the property of the Anchorage Economic Development Corporation. One copy shall be retained for the official files of the AEDC.

2.9 **Oral Change/Interpretation**

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the AEDC.

2.10 **Modification/Withdrawal of Proposals**

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by AEDC after the date of receipt and following oral presentations.

2.11 **Late Submissions**

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER OF THIS RFP, WILL NOT BE CONSIDERED, AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

2.12 **Rejection of Proposals**

The Anchorage Economic Development Corporation reserves the right to reject any or all proposals if determined to be in the best interest of the Municipality.

2.13 **Equal Employment Opportunity/ Contract Compliance Reporting Requirements**

The successful proposer shall be required to execute and return such forms as may be necessary to the Equal Employment Opportunity Contract Compliance Officer in accordance with Municipal Regulation 7.50, prior to the award of a contract. Failure to complete and return the forms, or failure to meet the requirements of the Regulation, shall be grounds for not awarding a contract to that proposer.

The Municipality of Anchorage is required by federal law to obtain employment information from every municipal contractor and first tier subcontractor that has 50 or more employees and contract(s) with the Municipality in excess (cumulative value) of $50,000 or more per year.
Forms for meeting these annual reporting requirements may be obtained at the following website: http://www.muni.org/Departments/equal_opportunity/Pages/default.aspx, titled, “Contract Compliance Program: Equal Opportunity Special Provisions”. These forms are required to be filed on an annual basis from all contractors who have previously done business with the Municipality as well as new contractors prior to award of a contract.

**SECTION 3.0  SCOPE OF WORK**

3.1  **Scope of Work Narrative**

The Scope of Work outlined in this RFP is intended to provide flexibility to contractors to propose the most appropriate means of completing this project in the most efficient, timely, and cost effective manner. The primary tasks anticipated to complete the Ship Creek/Waterfront Master Plan are described below.

The timeframe to complete this project is 2012 - 2013. It is anticipated the contract will be negotiated and a Notice to Proceed will be issued by the end of February 2013.

**Projected Timeline:**

- RFP# 0722 – 2012 Published – November 26, 2012
- Pre-proposal conference – December 12, 2012
- Answers to questions on RFP – late-December 2012
- RFP proposals due – January 11, 2013
- Review and selection – February 1, 2013
- Contract negotiations and final contract – Mid-February, 2013
- Visioning sessions / Public kick-off meeting – March 2013
- Draft Plan submitted – July 1 2013

3.2  **Tasks**

Proposers are expected to develop, and will be evaluated on, the methodology developed for the project. At a minimum, the following tasks shall be included in the schedule of work to be performed. The selected contractor will be expected to work closely and regularly with the Anchorage Economic Development Corporation project manager throughout the project to ensure successful completion of the project tasks on-time and within budget.

**Task 1: Project Management Plan**
The Project Management Plan will identify the consultant team and their assigned tasks. The contractor will develop a proposed Project Management Plan to be submitted with the RFP proposal. The successful contractor will be expected to develop a more detailed file once they are chosen for the project. This will include updates to the file and the submission of monthly reports from on the status and/or completion of milestones and deliverables.

**Task 2: Prepare and Implement Community Involvement Plan**
Public participation will be critical to the success of this project. The contractor will develop a community involvement plan to be implemented as the development of the Ship Creek/Waterfront Master Plan progresses. It will identify participants and stakeholders and include details of how the contractor will involve each group in this planning effort. Use of creative and innovative methods for generating genuine community and stakeholder involvement is encouraged.

The contractor will conduct visioning sessions in interview format with the planning partners, including members from the interested community councils, Ship Creek lease holders, business
owners, local or state agencies, and elected officials. Interviews with stakeholders will be held
previous to the formal community involvement effort.

The visioning sessions should identify concerns, expectations, and values of Ship Creek constituents.
The contractor will write a report of the concerns, expectations, and values which will guide the
development of the Ship Creek/Waterfront Master Plan and will be inserted in the draft Ship
Creek/Waterfront Master Plan. To supplement the draft visioning process for the Ship
Creek/Waterfront Master Plan, there will be a visual preference component early on in the public
participation process.

The contractor should expect to conduct an appropriate number of community meetings and use a
variety of tools throughout the planning process, including but not limited to:

- **Meetings with key stakeholder groups** – These may include private, public, local, and state
  agencies; district residents; property owners; private developers; community councils within and
  adjacent to the district planning area; housing and faith-based organizations; local businesses,
  business associations; Ship Creek lease holders; Ship Creek business owners; ethnic groups; and
  other organizations that represent the diverse interests of the Ship Creek area.

- **Meetings with local decision makers** – These will include meetings or work sessions with bodies
  such as the Municipal Assembly, Planning and Zoning Commission, and other key officials to
  gather input and guidance at key points in the planning process.

- **Public meetings** – This will include an informational public kickoff meeting to generate interest in
  the project. The draft Vision, Goals, and Objectives and the draft of the Ship Creek/Waterfront
  Profile, including GIS maps and other related information, will be presented at the kickoff
  meeting. Public workshops and successive meetings will be conducted as necessary.

- **Communication portfolio** – The printed communication portfolio may include fact sheets,
  participant guides published for each public workshop, workshop hand-outs, project overviews,
  postcard invitations, etc. Each of these will be developed in draft with the AEDC project manager.
  AEDC will provide examples of fact sheets, participant guides, etc. prior to design by the
  contractor. AEDC will approve the design and content before these items are printed and used.
  Two rounds of edits should be budgeted.

- **Project website** – The contractor will create a project-specific website for the Ship
  Creek/Waterfront Master Plan and provide graphic and written materials for the website. Other
  methods such as Facebook, online media, and mailings should be used to communicate
  information about the project. The contractor will bear the cost of all mailings. AEDC will
  provide a mailing list to the contractor which will include a large number of businesses and
  residences in the area.

- **Other tools** – Such as focus groups or surveys, particularly visual preference surveys, should be
  considered to augment broader public participation.

AEDC’s role in assisting with implementation of the community involvement plan will be determined
by staff and funding availability. Details will be resolved during contract negotiation with the
successful proposer. Typically the AEDC project manager and additional staff, as needed, will attend
the public meetings to assist in facilitation and logistics. The contractor is expected to provide
refreshments, schedule and pay for meeting rooms, and to provide visual aids and supplies. These
costs should be reflected in the proposed budget.

**Task 3: Develop the Ship Creek District Profile**
The contractor will prepare a district profile report that will serve as the baseline for plan
development. The profile will provide a description of existing conditions in the planning area, and
rely primarily on existing data including the Alaska Railroad property zoning outlined in AO 2006-46
The profile report will include a description of the data as well as a discussion of opportunities and challenges it poses. Individual neighborhoods or subareas within the district should be identified. The profile will include, but not be limited to, information on the following items: location, demographics, housing, employment, land use and ownership, zoning, public facilities, parks and trails, transportation, utilities, and natural environment. A discussion on air quality, noise, crime, and other community impacts should be included.

AEDC will supply available Municipal information as needed, including all reports and ordinances referenced in this RFP, digital data on existing Ship Creek land use inventory, zoning status, aerial photography, area characteristics (wetlands, topography, surficial geology, surface waters, floodplains, and wildlife habitats), major utilities, traffic count data, paved trails, and other relevant information that is current and available. Other data, such as soils, hydrology, etc. may be available from other sources.

The organizational stakeholders will provide copies of their master plans or other planning documents, provide information during stakeholder interviews, and assist at public meetings where needed. They may also provide data not found in current plan or program documents, including but not limited to: enrollment data, projected growth rates, number of students or employees in campus housing, and number of commuters.

The Ship Creek District Profile may speak to the following elements (which may also be included as components in the District Profile for the Public Review Draft and the Final Draft of the Ship Creek/Waterfront Master Plan):

- **DEVELOPMENT PATTERNS**: Review and report on the current development pattern and approvals/ zoning changes, etc. since the 1991 adoption of the *Ship Creek/Waterfront Land Use Plan*. Ascertain what land use/zoning has worked well and what has not worked well, including: building set-backs, parking requirements, landscaping, building design and height restrictions, development types, use and maintenance of greenways, etc. Based on existing area characteristics, the consultant will evaluate the suitability of currently vacant and underdeveloped land that may be developed for residential use or mixed-use and will calculate the potential number of additional housing units under existing zoning. This will provide an assumed residential build-out scenario for the planning area based on current conditions.

- **LAND USE PLAN MAP**: Create a detailed land use plan with a Land Use Plan Map. The Land Use Plan Map will be used as a basis for making land use decisions within the planning area including institutional, commercial, and residential areas of development within the planning area. The Land Use Plan Map will propose appropriate land use categories, which generally include residential, commercial, institutional, transportation, community facilities, parks, trails, natural open space, and residential. A narrative will be provided that explains the land use categories and the applicable zoning districts, as proposed in or refined from Title 21 regulations.

The Land Use Plan Map will also respond to *Anchorage 2020* recommendations for development within a Major Employment Center and the higher-density mixed-use development that should surround it (Chapter 4, page 51) intensity and will take into account the Alaska Railroad property zoning outlined in AO 2006-46 (S). In addition, the Land Use Plan Map will incorporate locations for potential neighborhood commercial centers created in response to increased urbanization, the need to reduce number and length of vehicle trips, the need for improved walking and biking opportunities, and the desire to improve quality of life.
- COMMERCIAL DEVELOPMENT: Review and report on the Municipality Of Anchorage’s Commercial Land Assessment (2012) to determine how recommendations could be supported or incorporated in the Ship Creek planning area. The product will include a determination of the appropriate commercial, mixed-use commercial, residential, and institutional development for the Ship Creek District Plan. The viability of commercial and mixed-use commercial offerings should be considered and may include a cost/benefit analysis of likely development such as a specialty food market, a bicycle rental shop, etc. This should also include design strategies for commercial and mixed-use development and strategies that support new development in the district, including infill, redevelopment, and growth of existing organizations. Recommendations in this element should reflect a balance between quality of life in the district and growing its economic opportunities.

- MIXED-USE/HIGHER DENSITY HOUSING: Review and report on the Anchorage Housing Market Analysis (2012) and complete area-specific analysis for the Ship Creek District based on the pro-forma established for the Anchorage Housing Market Analysis. This report will include a determination of need, pro-forma to assist developers, and housing-types recommended for the Ship Creek District Plan. The recommended housing types and densities will be reflected on the Land Use Plan Map -these should reflect a variety of housing choices with appropriate infill in existing neighborhoods and higher density housing where possible. This may include recommendation for employee and student housing increases from current master plans. Design standards for single-family and multi-family housing from Title 21 regulations will be included and/or modified as needed. Strategies for renewing or redeveloping areas with dilapidated housing should be provided. A major goal of Anchorage 2020, which should be included in the Ship Creek District Plan, is providing a balanced and diverse supply of quality, affordable housing in safe and livable neighborhoods with adequate amenities and infrastructure.

- PARKS, TRAILS, AND RECREATION: The Ship Creek District is located in the Northwest Park District identified in the Anchorage Bowl Park, Natural Resource, and Recreation Facility Plan. According to this plan, the area is said to be deficient in park and recreation facilities. However, there is an extensive network of trail facilities that promote walking, running and bicycling. It is imperative to preserve and enhance, to the greatest extent possible, the existing non-motorized trails and walkways that provide walking, running, biking and skiing opportunities. It is also important to ensure the area trails meet their stated objectives (Areawide Trails Plan, page 7) and trails that need to be altered or added are attended to. Proper maintenance should be evident of both the sidewalks and trails (Areawide Trails Plan, Chapter 8).

- OPEN SPACE, NATURAL and RECREATIONAL RESOURCES: This section of the plan will include a report on habitat impacts due to loss and degradation of habitat through increased development, traffic, people, and dogs, and an evaluation of future open space and outdoor recreational demands. Review and report on the impacts that any future development will make to open space, view shed, natural and recreational opportunities and resources, wetlands, habitat for salmon, moose, birds, etc.

- ENVIRONMENTAL SUSTAINABILITY: Identify and recommend opportunities to systematize environmentally sustainable practices and standards. This should include elements such as waste disposal, transportation of waste, food use and transportation, greenways, community gardens, green roofs, fuel-efficient traffic flow patterns, heated bus stations to encourage transit use in winter months, energy efficient technology, efficient water usage, and additional forms of energy generation.
- HISTORIC AND CULTURAL RESOURCES: Identify and recognize historic and cultural resources located in the plan area. This may include consultation with area Alaska Native groups.

- TRANSPORTATION SYSTEM: Review and report on all transportation-related planning and programming documents to determine the motorized and non-motorized transportation needs and recommendations for the area. This includes the completion of a report with recommendations for roads, trails, non-motorized programs, standardized signage, and management of the transit system within the Ship Creek District. This report may also include the development of a standard for reduction in vehicle miles traveled; air quality improvements; and better pedestrian, bicycle, and travel opportunities to those commercial offerings.

The Transportation element will integrate recommendations from the land use element to reflect transportation improvements needed to support the recommended Land Use Plan, as well as the current 2035 Metropolitan Transportation Plan and other approved transportation plans and policies, such as the AMATS Context Sensitive Solutions Policy.

This element will include recommendations that support efficient multi-modal transportation network links with the community, including non-motorized alternatives and programs. Recommendations should address neighborhood connectivity and apply appropriate street typology and streetscape design. Transportation corridors should be recognized as an economic, social, and cultural asset as well as a means for the safe and efficient movement of goods, services, and people. GIS transportation system maps created by the contractor will include the proposed development and recommendations for the Ship Creek District Plan.

- COMMUNITY FACILITIES, SERVICES, AND SAFETY: This element will identify deficiencies and areas to support existing development and anticipated growth in the district. District design should ensure the highest level of public safety; for example, reduction of crime through the built environment. Elements such as lighting on trails and parking lots, pedestrian walkways, handicapped access and services, late-night escort services, and placement of emergency alarms should be investigated.

- DESIGN AND ENVIRONMENT: District design, image, character, sense of place, and identity should respond to the Ship Creek District Plan Vision, Goals, and Objectives. Design guidelines for the built environment may be drafted to address district identity and vitality. The guidelines will employ northern city design. This element may also consolidate recommendations from other plan components that respond to identified environmental values such as air, water and soil quality, natural resources, living with wildlife, maintaining natural view sheds, energy, and promoting maximum retention of natural light through building design.

A draft of the profile outline will be submitted for approval by AEDC before extensive effort on this task moves forward.

Task 4: Vision, Goals, and Objectives
The product of the visioning sessions will contribute to the Vision, Goals, and Objectives for the Ship Creek District. Findings from the interviews will be summarized in a report to be included in the Ship Creek District Plan. It will provide the basis for developing the plan elements and implementation strategies for the Ship Creek/Waterfront Master Plan.

Task 5: 1991 Ship Creek/Waterfront Land Use Plan Update

RFP# 0722 - 2012 - Ship Creek/Waterfront Master Plan Update – November 26, 2012 – Request for Proposals
Complete a revised Ship Creek/Waterfront Land Use Plan update. Using the land use study as a reference point, the contractor will complete research on existing land use in the area. The updated study will be referenced in a chapter of the Ship Creek/Waterfront Master Plan. The Deliverable will include the study on the current land use in the area and recommendations for further development, including input and engagement of potential organizational partners with major facilities in the area surrounding the Ship Creek District.

**Task 6: GIS Mapping and Analysis**
Develop a complete set of GIS maps and necessary analysis for the recommendation included in the Ship Creek/Waterfront Master Plan. These will depict current information required for land use and transportation analysis. All maps, data, and analysis will become the property of the Municipality and will be developed to Municipality GIS standards for inclusion and distribution on the Municipality website and used on the Municipality’s CityView portal.

**Task 7: Implementation Plan and Financial Analysis**
This section will provide implementation strategies and an action plan with an accompanying fiscal analysis report for implementing the recommendations of the Ship Creek/Waterfront Master Plan. It may be integrated into the various plan elements or provided as a separate chapter in the Ship Creek/Waterfront Master Plan. The action plan will include a timeline with responsible parties for implementing individual strategies.

**Task 8: Develop Ship Creek/Waterfront Master Plan 2013 - Public Review Draft**
The contractor will draft the components for a Ship Creek/Waterfront Master Plan 2013 - Public Review Draft using findings and conclusions from Tasks 2 through 8 and direction from relevant policies in Anchorage 2020 and other relevant area master plans. The organization of and specifics to these components may be adjusted during district plan development. However, at a minimum, they should include the following general categories:

- Concerns, Expectations, and Values (from Task 2)
- District Profile (from Task 3)
- Vision, Goals, and Objectives (stemming from work in Tasks 2 and 3). This section may identify goals for the overall district as well as individual neighborhoods or subareas within the district.
- Plan elements should focus on the major categories bulleted in Task 3, which may be refined based on the results of work completed in Tasks 2 through 4. Recommendations for each element should reflect the Vision, Goals, and Objectives as well as the direction of Anchorage 2020 and other relevant plans, studies, or reports. Plan elements will include recommendations that respond to anticipated growth and development in the Ship Creek District and the associated impacts on the district.

The Ship Creek/Waterfront Master Plan 2013 - Public Review Draft may include Appendices with a detailed description of the Plan Development Process, a Glossary of Definitions, and other items that will facilitate the public review process.

**Task 9: Complete Ship Creek/Waterfront Master Plan 2013: Public Hearing Draft**
The contractor will prepare a Ship Creek/Waterfront Master Plan 2013 Public Hearing Draft for review. The contractor should be prepared to present and discuss the draft plan with the interested and affected community councils as noted above.

The contractor will be required to print up to 50 hard copies of the approved plan once the Anchorage Assembly has voted the plan into ordinance. The contractor will also be responsible for
submittal of 30 CDs that includes the plan and any appendices or back-up materials. The contractor will prepare a version of the complete plan, Appendices, and back-up material that can be loaded on a website designated by AEDC for access by the public. These deliverables will be expected within 30 days of submission of the Ship Creek/Waterfront Master Plan draft.

3.2 Proposed Major Deliverables

- Project Management Plan
- Community Involvement Plan
- Microsoft Project File and reports
- Concerns, Expectations, and Values Report
- Vision, Goals, and Objectives Report
- Draft District Profile outline for AEDC approval
- Ship Creek District Profile Report
- Plan Elements and Implementation Plan
- GIS Mapping throughout and for Public Review Draft and Final Draft Plans
- Two Draft Plan templates – In-Design Templates of Plan layout for TAC approval
- Ship Creek/Waterfront Master Plan 2013 – Public Review Draft
- Ship Creek/Waterfront Master Plan 2013 – Public Hearing Draft
- 1991 Ship Creek/Waterfront Land Use Plan Update

The contractor will submit draft versions of all project components to the AEDC for review and approval before distributing to other project participants or other public parties. All draft and final elements published during the planning process will be posted on the Ship Creek/Waterfront Master Plan 2013 project website maintained by the contractor.

The Ship Creek/Waterfront Master Plan 2013 Public Hearing Draft should be delivered to the AEDC using programs and formats that are compatible with Municipality of Anchorage systems. Details will be resolved during contract negotiation with the successful proposer.

All data developed by the contractor will become the property of the Municipality to use and distribute as it wishes. All data developed will comply with Municipality standards for GIS, etc. Data standards will be made available during completion of the final contract.

3.4 Projected Schedule

The successful proposer selected for this RFP will be the contractor for all phases of the project. Following are proposed major milestones for plan development subject to scheduling, internal review and printing needs:

- Pre-proposal conference – December 12, 2012
- Answers to questions on RFP – late-December 2012
- RFP proposals due – January 11, 2013
- Review and selection – February 1, 2013
- Contract negotiations and final contract – Mid-February, 2013
- Visioning sessions / Public kick-off meeting – March 2013
- Draft Plan released – July 1, 2013
The selected contractor shall present a schedule for performance of the various elements of the Scope of Work representative of the projected schedule during contract negotiations. As noted previously, the contractor is encouraged to propose additional elements, timeline, etc., in response to the RFP.

For the purposes of planning public meetings, the community councils do not meet during the months of July and August. The contractor should plan for any on and off-season Alaska activities when proposing the timeline and outreach activities described in the RFP.

3.5 Projected Budget

The total contract amount, including all expenses, for this project is approximately $560,000. Fee and payment schedule will be negotiated with the selected Contractor. The Municipality per diem rate of $48.00 per day and $36.00 per day on travel days will be effective with this contract. Any additional per diem costs incurred by the consultant team will be the contractor’s responsibility. The successful contractor is encouraged to minimize travel and per diem costs where possible.

3.6 Resources

Following is a list of some of the planning documents and websites that will be useful for this project. This list is not intended to be comprehensive.

1991 Ship Creek/Waterfront Land Use Plan

2008-2012 Housing and Community Development Consolidated Plan

http://www.muni.org/Departments/OCPD/Planning/Publications/Pages/Anchorage2020.aspx

Anchorage Bowl Park, Natural Resource and Recreation Facility Plan (2006)
http://www.muni.org/Departments/OCPD/Planning/Publications/Pages/pub_ParkPlan2006.aspx

Anchorage Downtown Comprehensive Plan (2007)
http://www.muni.org/Departments/OCPD/Planning/Publications/Pages/CBD_CompPlan_Final07.aspx

Anchorage Long-Range Transportation Plan (2005)
http://www.muni.org/Departments/OCPD/Planning/AMATS/Pages/LRTP.aspx

Anchorage Pedestrian Plan (2007)

Anchorage Wetlands Management Plan – Public review draft (2012)

AO 2006-46 (S):

Area wide Trails Plan (1997)
http://www.muni.org/Departments/OCPD/Planning/AMATS/Pages/AnchorageTrailsPlan.aspx
SECTION 4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments, and dividers). Samples of relevant prior work may be submitted as attachments. Submitted samples will not be returned. Information in excess of those allowed will not be evaluated or scored. One page shall be interpreted as one side of a typed, single-spaced, 8 1/2" X 11" piece of paper.

Proposers are urged to prepare simple, economical proposals with a complete, yet concise, description of the proposer’s ability to successfully undertake and complete the requirements outlined in the Scope of Work.

4.1 Title Page

Show the RFP number (RFP# 0722-2012) and subject, the name of your firm, address, telephone number(s), name of contact person, and date. A Title Page template is included as Attachment B.

4.2 Table of Contents

Clearly identify the materials by section and page number.

4.3 Letter of Transmittal (Limited to two (2) pages.)

4.3.1 Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

4.3.2 Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

4.3.3 The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.
4.4  **Proposal Contents**

Proposals should contain, but is not necessarily be limited to, the following items:

4.4.1  **Project Methodology and Approach**

The proposer shall describe how the scope of work requirements in Section 3 will be undertaken for this project. The methodology shall be described in sufficient detail to demonstrate the proposer’s familiarity with this type of project. It shall also include a proposed schedule to undertake the work items, together with an indication of major project milestones. This section should describe overall approach to include any special considerations that may be envisioned. Proposers are encouraged to think creatively and bring their unique perspective to the project.

4.4.2  **Firm's Experience**

The successful firm(s) must provide information detailing the experience and successes of the proposing firm. The proposal must confirm the firm’s extensive experience in consensus building among a diverse consortium of project partners. The successful proposal will demonstrate the firm’s ability to manage and define the vision, goals, and policies for a master-planned community or large employment center that supports a variety of agency missions and guiding principles. This includes working with university, health care facilities, and state institutions.

The successful firm will have demonstrated successes in district planning that includes enough attention to detail for the AEDC to confirm and make an informed decision on the proposal team.

The successful firm(s) must demonstrate its ability to provide strategic advice on land use issues, development, and the potential for attracting investment and support from the development sector. The proposal must indicate expertise in market, economic and financial analyses that may include computerized modeling and scenario analysis. The proposing firm must have proven experience in public/private partnership project implementation, including entitlements, with a demonstrated awareness of the communities’ needs, restrictions, and requirements.

The successful firm will have demonstrated success in developing plans that include components of habitat preservation and wetlands mitigation. The firm will be aware of the natural environment, wetlands, critical habitat, and planning processes necessary to preserve and enhance the Ship Creek District.

The successful firm will demonstrate their ability to provide an economically feasible plan for the Ship Creek District that can then be used to attract local, state, federal, and private investment and support.

The successful firm should be aware of existing institutional master planning efforts currently underway or recently approved in the Ship Creek District. The firm must also indicate their ability to navigate the approval and permitting processes with conscientiousness, insight and efficiency.

The successful firm must be familiar with transportation planning, alternative modes of transportation, parking opportunities, and what it takes to implement a successful motorized and non-motorized transportation system within a small planning area similar to the Ship Creek District.
The successful firm will provide documentation of other community outreach programs with a variety of stakeholders. This includes examples of community outreach programs that have not only informed the public, but have also discussed in detail the intrinsic qualities of a planning area, have been able to build consensus, and have had amenable decision-making processes. Examples of positive and successful community outreach programs must include engagement of students, employees, neighborhoods, and/or similar logistics and industrial organizations to those found in the Ship Creek District.

Three references will be required with the submittal of the proposal. The references must include documentation of at least three projects that include a master plan that has successfully gone on to build economically feasible projects. The references should substantiate the nature and success of the project. Include a contact name, email, and telephone number for the lead agency that implemented the project and that can provide an unbiased reference for the firm(s).

4.4.3 Experience and Qualifications of Key Project Staff and Sub-Consultants

The proposal shall identify key personnel proposed for this project. Their qualifications and experience shall be described for their assigned roles. The proposal will identify areas of project responsibility for key personnel and their level of commitment. The proposal shall include current resumes for key personnel, including sub-consultants. For this project, the AEDC is seeking personnel with demonstrated professional experience in land use, housing, transportation, urban design, and other community planning issues, including but not limited to urban/suburban areas targeted for commercial and residential mixed-use, infill, and redevelopment.

4.4.4 Management Plan

A management plan will be included in the proposal that includes a description of how the proposer plans to carry out the project. At a minimum, the following items shall be considered:

- The firm’s organizational capacity for effective and efficient project management, including dependability, timeliness and the submission of progress reports. Where more than one firm is involved, the roles and responsibilities of each firm shall be clearly outlined.
- A staffing plan detailing project assignments by key project and administrative personnel, and an estimate of the hours required for each item of the proposed work program.
- Policies and procedures to be used to ensure that high quality work is provided within project deadlines.
- A description of the firm’s location where the primary services are to be provided and the ability to meet in person with municipal personnel at major milestones during the planning timeframe, as required, during the performance of the contract. This includes the ability to meet and/or communicate by appropriate communication methods.
- The project manager’s name, address, telephone and FAX numbers, and e-mail address.

4.4.5 Fee Schedule

Under a separate cover, submit a copy of a fee schedule for all services and personnel which may be required in the performance of this work. The fee schedule shall be all inclusive of overhead, G&A, fringe benefits, profit, insurance, travel, etc. Upon request, AEDC will provide applicants with a format template if desired.
SECTION 5.0 EVALUATION CRITERIA AND PROCESS

5.1 Criteria
The criteria to be considered during evaluations, and the associated point values, are as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Methodology and Approach</td>
<td>0 – 30 points</td>
</tr>
<tr>
<td>Experience of Firm(s)</td>
<td>0 – 25 points</td>
</tr>
<tr>
<td>Qualifications of Key Personnel</td>
<td>0 – 20 points</td>
</tr>
<tr>
<td>Management Plan</td>
<td>0 – 15 points</td>
</tr>
<tr>
<td>Fee Schedule</td>
<td>0 – 10 points</td>
</tr>
<tr>
<td><strong>Total Points Available</strong></td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>

5.2 Qualitative Rating Factor
Firms will be ranked using the following qualitative rating factors for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- .4 Fair
- .2 Poor
- 0 Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

EXAMPLE: In evaluating the experience factor, if the evaluator feels the response as provided was “Good” they would assign a “qualitative rating factor” of .6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of .6 by the maximum points available (25) and the resulting score of 15 would be assigned to the experience factor. This process would be repeated for each criterion and then summed to determine the total score.

5.3 Evaluation Process
A committee of individuals will perform an evaluation of the proposal and rank the proposal as submitted. The AEDC reserves the right to award a contract solely on the written proposal.

The AEDC also reserves the right to request oral (in-person or telephone) interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of three (3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators’ scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first. The highest ranked proposer after the second scoring, if performed, may be invited to enter into final negotiations with the Municipality for the purposes of contract award.

SECTION 6.0 SELECTION PROCESS
The proposer with the highest total evaluation points may be invited to enter into contract negotiations with the AEDC. If an agreement cannot be reached with the highest ranked proposer, the AEDC shall notify the proposer and terminate negotiations. If proposals are submitted by one or more other
proposers determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. The second highest proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the AEDC reserves the right to terminate negotiations with any proposer should it be in the AEDC's best interest. The Anchorage Economic Development Corporation reserves the right to reject any and all proposals submitted.

**SECTION 7.0   SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS**

The successful proposer shall be required to enter into a contract with the Anchorage Economic Development Corporation. Upon request, AEDC will provide an applicant with a sample contract that can be used to determine the general provisions that the applicant can expect the contract to contain.

**List of Attachments:**

- Attachment A – Project Area Map
- Attachment B – Title Page Template
- Attachment C – Sample Fee Schedule
- Attachment D – Sample Contract
AEDC
Proposal Cover Sheet

This form must be the first page of the proposal. Attach all required material to this page.

Title:  RFP: Ship Creek/Waterfront Master Plan

Proposer Information

Company Name:  ____________________________________________
Contact Name:  ____________________________________________
Address:  ____________________________________________
City, State, Zip Code:  ____________________________________________
Phone Number:  ___________________  Fax No.:  ___________________
Email Address:  ____________________________________________
Business License No.  ___________________  Tax ID No.:  __________

By signature on this Proposal Form, the Proposer certifies that the Proposer is in agreement with the terms of the RFP and that the proposal will remain in effect for 60 days from the date of submission.

AUTHORIZED SIGNATURE:  ____________________________
CONTACT NAME, TITLE:  ____________________________________________
PROPOSING FIRM:  ____________________________________________
DATE:  ____________________________________________
### Attachment C - Fee Schedule

#### Ship Creek/Waterfront Master Plan

**Fee Schedule**

<table>
<thead>
<tr>
<th>Task</th>
<th>Hourly Rate</th>
<th>Hours on Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
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<td>(enter Proposer name)</td>
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</tr>
</tbody>
</table>

**Other Costs**

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

Task TOTAL

<table>
<thead>
<tr>
<th>Task</th>
<th>Hourly Rate</th>
<th>Hours on Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>(enter Proposer name)</td>
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<tr>
<td>(enter Proposer name)</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Other Costs**

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

(specify)

Task TOTAL

**TOTAL PROPOSAL COST**

<table>
<thead>
<tr>
<th>Task</th>
<th>Hourly Rate</th>
<th>Hours on Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT D: SAMPLE CONTRACT

In consideration of the mutual promises herein, THE ANCHORAGE ECONOMIC DEVELOPMENT CORPORATION (AEDC) and _____________________________ agree as follows.

This contract consists of:

A. Part 1, consisting of 16 sections of Special Provisions;
B. Part 11, consisting of 11 sections of General Provisions;
C. Appendix A - Scope of Work, consisting of ___ pages;
D. Appendix B - Schedule of Professional Fees, consisting of ___ page;

SECTION 1. DEFINITIONS

In this contract:

A. "Administrator" means the Vice President of AEDC or his/her designee;
B. "AEDC" means the Anchorage Economic Development Corporation; and
C. "Funds" means all money obtained by the Contractor from or through AEDC under this agreement.
D. "Contractor" means (Enter Prime Contractor Name).

SECTION 2. SCOPE OF SERVICES

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
B. AEDC shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.

SECTION 3. TIME FOR PERFORMANCE

A. This contract becomes effective when signed on behalf of AEDC.
B. The Contractor shall commence performance when a written notice to proceed has been issued on behalf of AEDC.
C. The Contractor shall complete the performance of work no later than Month day, 2013.

SECTION 4. COMPENSATION; METHOD OF PAYMENT

A. Subject to the Contractor's satisfactory performance AEDC shall pay the consultant no more than XXXXXXXXXX DOLLARS ($XXXXXXX) in accordance with this section.
B. AEDC shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix B, and incorporated herein by reference for services performed under this contract.
C. Funds will be distributed by AEDC in the following manner:
   a. AEDC shall reimburse for expenses on a reimbursement basis only.
b. Requests for reimbursement of costs incurred will be provided based on the percentage of work complete and the completion of milestones including proper documentation of hours being billed for each person and their applicable hourly fee as outlined in Appendix B to the satisfaction of AEDC. If any payment is withheld because the Contractor's performance is unsatisfactory, AEDC must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.

c. Requests for reimbursement must be documented in contractor statements and submitted to the Administrator on a monthly basis. Contractor will provide a status report and invoice for services on or before the 10th of each month that the contract is in effect. The Project Manager will approve the invoices and progress reports and forward that approval on for payment.

d. Retainer- The final ten percent (10%) of the Contract Award shall be retained until all Deliverables have been submitted and approved by the Administrator. The Contractor is not entitled to any compensation under this contract, other than that which is expressly provided for in this section.

C. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

SECTION 5. TERMINATION OF CONTRACTOR'S SERVICES

The Contractor's services under Section 2 may be terminated:

A. By mutual consent of the parties.

B. For the convenience of AEDC, provided that AEDC notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.

C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract.

Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice. The cure period will commence on the day a certified Letter of Intent is received from the Contractor.

SECTION 6. DUTIES UPON TERMINATION

A. If AEDC terminates the Contractor's services for convenience, AEDC shall pay the Contractor for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of AEDC.

B. If the Contractor's services are terminated for cause, AEDC shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by AEDC because of the Contractor's termination.
C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, he shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.

D. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by AEDC and requested by the Administrator.

E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this contract, other than that allowed under this section.

F. If a final audit has not been performed before the Contractor's services are terminated, AEDC may recover any payments for costs disallowed as a result of the final audit.

G. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this contract.

SECTION 7. INSURANCE

A. The Contractor shall maintain in good standing the insurance described in this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with this section in a form acceptable to the Project Manager for AEDC.

B. The Contractor shall provide the following insurance:
   a. $500,000 Employers Liability and Worker's Compensation as required by Alaska Law.
   b. Commercial Automobile Liability per occurrence in the amount of $500,000 single limit to include: owned, hired, and non-owned.
   c. Commercial General Liability in the amount of $1,000,000 combined single limit to include:
      - Errors and Omissions
      - Premises Operations
      - Deliverables and Completed Operations
      - Blanket Contractual
      - Broad Form Property Damage
      - Independent Contractors
      - Personal Injury
   d. Professional Liability in the amount of $1,000,000

      Policies written on a "claims made basis" must have a two (2) year tail of coverage from the completion of the contract requirements.
C. Each policy of insurance required by this section shall provide for advance notice to AEDC prior to cancellation.

D. With the exception of Worker's Compensation each policy shall name the Municipality of Anchorage as an additional insured and the actual policy endorsement shall accompany each Certificate of Insurance.

E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against AEDC and the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

SECTION 8. FINANCIAL MANAGEMENT SYSTEM

The Contractor shall establish and maintain a financial management system that:

A. Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;

B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;

C. Effectively controls and accounts for all municipal funds and contract property;

D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;

E. Allocates administrative costs to direct service delivery units;

F. Minimizes the time between receipt of funds from AEDC and their disbursement by the Contractor;

G. Provides accounting records supported by source documentation; and

H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

SECTION 9. REPORTING

A. The Contractor will submit to AEDC on forms approved by AEDC, all required documents and reports on a timely basis, in conformity with Appendix A of this agreement. The use of alternate documents and reporting forms will not be accepted from the Contractor unless the Contractor has requested and received approval for their use in writing from Anchorage prior to submitting them.

B. AEDC reserves the right to alter the reporting requirements and the payment schedule of the Contractor based on the overall performance of the Contractor. AEDC will notify the Contractor in writing of any changes in reporting or billing requirements.
C. During normal business hours the Contractor shall permit AEDC to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, personnel records and other data relating to all matters covered by this agreement. The Administrator may authorize individuals to audit, review, monitor, and evaluate all financial and programmatic records of the Contractor to determine compliance with the terms and conditions contained in this agreement. The audits and inspection of records authorized by this Section shall include, but will not be limited to, a review of the organization, general management, financial management, and physical facility.

SECTION 10. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this contract shall be the property of the Municipality of Anchorage, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

SECTION 11. ASSIGNMENTS

Unless otherwise allowed in writing by AEDC, any assignment by the Contractor of its interest in any part of this agreement or any delegation of duties under this agreement shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this agreement shall give AEDC the right immediately to terminate this agreement without any liability for work performed.

SECTION 12. NOTICES

Any notice required pertaining to the subject matter of this contract shall be either personally delivered, sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Anchorage Economic Development Corporation
Jon Bittner
Ship Creek Master Plan Project
510 L St, Suite 603
Anchorage, AK 99501
FAX: (907) 258-6646

Contractor: XXXXXXXXXXXX.
President
Street
Town, State, Zip Fax:
(XXX) XXX-XXXX Email:
xxxx@xxxx.com

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.
SECTION 13. FORCE MAJEURE

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.

B. As used in this contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this contract, including without limitation:
   a. Any interruption, suspension or interference resulting solely from the act of AEDC or negligent act(s) of AEDC not otherwise governed by the terms of this contract.
   b. Strikes or work stoppages.
   c. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
   d. Order of court, administrative agencies or governmental officers other than Anchorage.

SECTION 14. FUNDING REQUIREMENTS

In the event that any funding source for this contract should impose additional requirements upon AEDC for the use of said funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from AEDC.

SECTION 15. PROHIBITION ON ENDORSEMENT OF CANDIDATES

The Contractor agrees that it shall not expend any Municipal Funds for the support, opposition, or endorsement of ballot issues, initiatives or candidates for any state or municipal office; and that it shall not endorse or oppose candidates for state or municipal office even if such endorsement or opposition does not require expenditure of funds. The Contractor understands that after a determination by AEDC that a violation of this prohibition has occurred it shall result in forfeiture of all unexpended funds for the year in which the violation occurs. The Contractor understands it will also be ineligible for any municipal funds the following fiscal year.

SECTION 16. SUBCONTRACTS

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract, provided:

A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.

B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.

C. Every subcontract in an amount exceeding $1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

Sample Contract with _______
Part II

GENERAL PROVISIONS

Part II of this agreement consists of those provisions that are listed below by section number and title.

SECTION 1  RELATIONSHIP OF PARTIES

The Contractor shall perform its obligations hereunder as an independent contractor. AEDC may administer the agreement and monitor the compliance of the Contractor with its obligations hereunder. AEDC shall not supervise or direct the Contractor other than as provided in this agreement.

SECTION 2  UNALLOWABLE ACTIVITIES

A. DISCRIMINATION

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans with Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability.

b. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

c. The Contractor shall state, in all solicitations or advertisements for employees to work on agreement jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

d. The Contractor shall comply with any and all reporting requirements that may apply that the Anchorage Office of Equal Opportunity Contract Compliance may establish by regulation.

e. The Contractor shall include the provisions of subsections 1 through 3 of this section in every subcontract or purchase order under this agreement, so as to be binding upon every such subcontractor or vendor of the Contractor under this Grant Agreement.

f. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5, Title 7, and Chapter 7.50 of the Anchorage Municipal Code.
SECTION 3 PERMITS, LAWS AND TAXES

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

SECTION 4 NONWAIVER

The failure of either party at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

SECTION 5 AMENDMENT

This contract shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this agreement was executed.

For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

AEDC: President & CEO, Vice President, or Designee

Contractor: XXXXXXXXXXX

Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

SECTION 6 JURISDICTION;CHOICE OF LAW

Any civil action rising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Grant Agreement.

SECTION 7 SEVERABILITY

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Grant Agreement.

SECTION 8 INTEGRATION

This instrument and all appendices and amendments hereto embody the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or contract, either oral or written, between the parties hereto.

SECTION 9 LIABILITY

The Contractor shall indemnify, defend, save, and hold AEDC and the Municipality of Anchorage harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to
persons or property or any wrongful or negligent act, error or omission of the Contractor or Prime Contractor or any subcontractor to the Prime Contractor occurring during the course of or as a result of the performance of the Contractor or Prime Contractor or any subcontractor to the Prime Contractor pursuant to this contract. The Contractor shall not indemnify, defend, save and hold AEDC or the Municipality of Anchorage harmless from claims, lawsuits, liability, or attorneys’ fees and costs arising from wrongful or negligent acts, errors or omissions solely of AEDC or the Municipality of Anchorage occurring during the course of, or as a result of, the performance of this contract.

Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent acts of both AEDC or the Municipality of Anchorage and the Contractor, the Contractor shall indemnify, defend, save and hold AEDC or the Municipality of Anchorage harmless from only that portion of claims, lawsuits or liability, including attorneys' fees and costs, which result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result of the Contractor's performance pursuant to this contract.

SECTION 10 INSEPTION AND RETENTION OF RECORDS

The Contractor shall, at any time during normal business hours and as often as AEDC may deem necessary, make available to AEDC, for examination, all of its records with respect to all matters covered by this contract for a period ending three (3) years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to AEDC, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this contract. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section.

SECTION 11 AVAILABILITY OF FUNDS

Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to AEDC and AEDC shall not be obligated to make payments under this contract beyond those which have previously been appropriated.
IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

ANCHORAGE ECONOMIC DEVELOPMENT CORPORATION

President, Vice President or Designee
Date: __________________________

NAME

______________________________
President, XXXXXXXXXXXX
Date: ____________________________ IRS
Tax Identification No.: _______________
Tax Status: Taxable [X] Non-Taxable [ ]

FUND CERTIFICATION
(Confirmed by AEDC VP)

______________________________
AEDC, VP
Date: ____________________________

Fund:

Recommended for Approval
Anchorage Economic Development Corporation

______________________________
Bill Popp, President & CEO
Date: — — — — — —
STATE OF Contractor's Home Office

)ss:

Judicial District .............

This is to certify that on the ________ day of ____________, 2013, before me, the undersigned, a Notary Public in and for the State of XXXXXXXXX, personally appeared ________, known to me to be ____________________________ the corporation named in the foregoing instrument, acknowledged to me that he/she had, in his/her official capacity is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary Public in and for State
My commission expires:
(Negotiated Scope of Work- Inserted Here)