



REQUEST FOR PROPOSAL

FOR

RFP #26-09

SALE AND REDEVELOPMENT OF 123 LACEY STREET

Issue Date:	May 1, 2026
Pre-Proposal Question Deadline:	July 15, 2026 @ 5:00 PM
Proposal Deadline:	July 31, 2026 @ 5:00 PM
Proposal Delivery Location:	City Clerk's Office 800 Cushman Street Fairbanks, Alaska 99701
Purchasing Contact:	Christina Rowlett, Purchasing Agent Phone: 907.459.6779 <u>Preferred Method of Contact</u> Email: purchasing@fairbanks.gov

ALL TIMES LISTED ARE IN ALASKA DAYLIGHT TIME (AKDT).

This is not an order. The attached terms and conditions shall become part of the contract resulting from this Request for Proposal. Proposals shall be submitted in the indicated format. Original signatures must be submitted on the form provided herein.

Table of Contents

Announcement	Page 3
Section 1 – Instructions	Page 4
Section 2 – Specifications / Scope of Work	Page 8
Section 3 – Terms and Conditions	Page 12
Section 4 – Submission Requirements and Required Documents	Page 17
1. Proposal Form	Page 20
Section 5 – Proposal Evaluation and Selection Process	Page 22

Announcement Request for Proposal

SALE and REDEVELOPMENT OF 123 LACEY STREET

RFP #26-09

DESCRIPTION: The City of Fairbanks is soliciting proposals from qualified development firms or teams for the purchase and redevelopment of 123 Lacey Street, a prominent City-owned property located in downtown Fairbanks.

PROPOSAL DOCUMENTS: A copy of this RFP can be obtained on the City of Fairbanks website: www.fairbanks.gov. It is the Proposer's sole responsibility to check this website for additional information and / or addendums. Any RFP may also be requested by contacting the Purchasing Agent listed in this document. If you have any questions call the Purchasing Agent listed in this document.

PROPOSAL SUBMISSION OPTIONS:

Proposals may be submitted by one of the following methods:

Option A – Sealed Hard Copy (Preferred Method)

Sealed proposals must be delivered to the City of Fairbanks, City Clerk's Office, located at 800 Cushman Street, Fairbanks, Alaska 99701, and received prior to **5:00 PM (AKDT), July 31, 2026**.

Late proposals will not be accepted – **NO EXCEPTIONS**.

Option B – Electronic Submission (At Proposer's Risk)

Proposals may be submitted electronically via email to purchasing@fairbanks.gov prior to **5:00 PM (AKDT), July 31, 2026**.

Electronic submissions are provided as a convenience to Proposers; however, due to the nature of email transmission, the City cannot guarantee the confidentiality of proposals prior to the submission deadline.

The official time of receipt will be determined by the City's email system's timetable. Late proposals will not be accepted – **NO EXCEPTIONS**.

It is the Proposer's responsibility to ensure the complete proposal is received prior to the deadline. The City is not responsible for delayed, incomplete, or undeliverable transmissions.

Proposals received electronically will be retained by the Purchasing Office and will not be distributed for evaluation until after the submission deadline.

PUBLISHED: Fairbanks Daily News Miner on May 3, 2026

Section 1 – Instructions

1. **Communications:** The only communication concerning modifications, clarifications, questions, amendments, and addendums will be processed through the Purchasing Agent listed on the cover page. No contact with any other agents of the City is permitted, and will be grounds for disqualification. Any exceptions to this will be clarified in this document.
2. **Pre-Proposal Questions and Information:** If a Proposer finds a discrepancy, error, or omission in this document they are instructed to contact the Purchasing Agent, listed on the cover page, who will send written clarification to all prospective proposers and posted on the City of Fairbanks website. All questions must be submitted to the Purchasing Agent in writing via e-mail: purchasing@fairbanks.gov or by mail: City of Fairbanks – Purchasing, 800 Cushman Street, Fairbanks, AK 99701, by the deadline listed on the cover page of this document. All answers will be issued in writing.
3. **Modifications:** Clarifications, questions, amendments, and addendums may be made to this document by the City at any time prior to the proposal submittal deadline. It is the Proposer's sole responsibility to check the City website for these updates and or addendums.
4. **Proposal Submission:** Proposals shall be submitted in accordance with the requirements set forth in Section 4 – Submission Requirements and Required Documents. Section 4 governs all proposal content, format, and submission instructions.

Proposers are solely responsible for ensuring that proposals are received in their entirety prior to the submission deadline, regardless of the method of delivery. Late proposals will not be accepted.

5. **Confidential and Proprietary Information:** If any information is confidential, it should be placed in a separate file and marked CONFIDENTIAL. If any information is proprietary, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for city use. The copy containing proprietary information will be solely for evaluation purposes only and then disposed of after the proposal is awarded. The omitted copy will remain on file as part of the RFP documents for future use or records requests.
6. **Exceptions:** Any exception must be clearly defined and referenced to the proper section or paragraph of this document. The exception must include the Proposer substitution language and explanation as to the reason why this would provide an equivalent or better service or product. If no exceptions are explained in this proposal submittal, the City will assume the Proposer can perform accordingly.

7. **Duplicate Proposals:** The City will only accept one (1) proposal per Proposer, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple proposals are received from the same Proposer, all proposals from the Proposer will be rejected.
8. **Withdrawal or Corrections:** Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to proposals submitted if prior to the submittal deadline.
9. **Rejection:** The City reserves the right to reject any or all proposals and to waive any minor informalities or irregularities in proposals received if it is determined by the Purchasing Agent that it is in the City's best interest to do so. If any Proposer fails to provide any requested information in the consideration stage of the evaluation process, its proposal will be deemed non-responsive and rejected without any further evaluation. The City may reject any proposals from any Proposer which is in arrears or in default to the City on any contract, debt, or other obligation. The City may reject a proposal if the Proposer has been debarred per Fairbanks General Code Sec. 54-297 or has violated any other section of the Fairbanks General Code. The City may reject a proposal if the Proposer has been debarred by the State of Alaska or any Federal agency. The City has the right to reject all non-conforming, non-responsive, and unbalanced proposals.
10. **Procurement Policy:** Procurement for the City is based on the Fairbanks General Code Sec. 54 – Procurement and any applicable State of Alaska statutes. The Fairbanks General Code is available online at https://library.municode.com/ak/fairbanks/codes/code_of_ordinances.
11. **Non-Discrimination:** The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. Prospective Proposers will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, religion, color, national origin, ancestry, sex, sexual orientation, age, marital status, change in marital status, pregnancy, parenthood, physical or mental disabilities, genetic information, or political affiliation.
12. **Proposal Signatures:** An authorized official must sign all proposal documents for the proposer. This signature will represent the company or entity and its ability to commit to the requirements in this document.
13. **Contract Award/ Selection:** The City reserves the right to select one or more Proposers for further consideration, including shortlisting and negotiations, as determined to be in the best interest of the City. For this solicitation, selection of a preferred proposer does not constitute an award or a binding contract.

Following evaluation, the City may issue a Notice of Intent to Enter Negotiations to one or more proposers. Any final award, contract execution, or disposition of the property is subject to

successful negotiation of mutually acceptable terms and approval by the Fairbanks City Council, as required.

Written notice of the City's selection decision will be provided to proposers. The City reserves the right to reject any or all proposals, to waive minor informalities or irregularities, and to take any action determined to be in the best interest of the City.

No agreement shall be binding until fully executed by the City.

14. **No Response:** If an Proposer does not respond to this document, the City will continue to keep the Proposer's information for future proposals unless they specifically ask to be removed from the bidders' list.
15. **Public Records:** All proposals are subject to public records requests after award, with the exception of confidential and proprietary information. See paragraph 5 above for more information.
16. **Disqualification of Proposers:** Any one or more of the following reasons may cause proposals to be rejected:
 - a. Communication with any employees or agents of the City during the RFP process, excluding those specifically listed in this document.
 - b. Evidence of collusion or other anticompetitive practices among Proposers.
 - c. Lack of competency as revealed by financial, experience, or equipment statements.
 - d. Lack of responsibility as shown by past work with the City.
 - e. Uncompleted work under other current contracts which, in the judgment of the City, may prevent the prompt completion of additional work outlined in this document.
17. **Discussions:** Discussion with Proposers may commence after opening of all proposals to further clarify and or ensure full understanding of solicitation requirements.
18. **Subcontractors:** A Proposer must provide within 10 calendar days of receipt of Notice of Intent to Award a disclosure of all subcontractors that will be used for this proposal regardless of the dollar amount and the services they will provide. The list must include the company or subcontractor's name, business location, and evidence of the subcontractor's state business license.
19. **Proposer's Responsibilities:** The Proposer must be capable of providing all goods or services in this document, described in Section 2 – Specifications and / or Scope of Work. The Proposer must maintain these qualities until completion of the contract. If requested by the City, Proposer may be required to provide proof that Proposer is the manufacturer or an authorized dealer or re-seller. City requires a manufacturer's warranty with all first holder benefits when applicable. The successful Proposer is responsible for all goods and services in this document whether they are provided or performed by successful Proposer or their subcontractor.

20. **City Participation:** The City of Fairbanks will provide appropriate personnel to support the successful Proposer during the course of the contract. The Project Manager will be named in this document, or the Purchasing Agent will act as contact until additional personnel are named specifically.
21. **Disclosure of Contents:** All information in this document will be held in confidence and not discussed with other Proposers until award. All proposals, excluding confidential and proprietary information, become the property of the City upon opening. (Please review paragraph 5 above for additional information.)
22. **Unusual Circumstances:** Where any unusual circumstances unforeseen by the City or the Contractor significantly affect the Contractor's ability or cost in providing goods or services, the Contractor may request cancellation of contract or adjustment to the costs. "Significantly" in this paragraph is defined as being beyond the control of the Contractor. The request must be documented in writing and may be denied.
23. **Contract Commencement:** Commencement of any work or obligations by the successful Proposer shall not begin until all required documents have been received and reviewed, all City approvals have been obtained, including Fairbanks City Council approval where required, and a final agreement has been fully executed by authorized representatives of the City.

Commencement of any work or obligations prior to satisfaction of these requirements shall be at the Proposer's sole risk and will not be compensated by the City.

Section 2 – Specifications and/or Scope of Work

1. **Reference Document:** This solicitation is derived from and should be read in conjunction with City of Fairbanks Resolution No. 5211, as amended, and the Polaris Site Sale and Redevelopment RFP.

These documents provide additional detail regarding the project background, redevelopment goals, evaluation criteria, and overall process. Proposers are encouraged to review these materials in their entirety.

In the event of a conflict, Resolution No. 5211, as amended, shall govern, followed by this solicitation.

2. **Introduction:** The City of Fairbanks is seeking to secure private sector redevelopment of what is known as the recently removed and now vacant Polaris building site in downtown Fairbanks, Alaska. Qualified development firms (or teams) are invited to submit proposals no later than July 31, 2026. At its discretion, the City may select one or more proposals as a basis for exclusive negotiations leading to a development agreement with the most responsive firm.
3. **Site Overview:** Current ownerships of the approximately 35,674 square foot on the downtown block bounded by First and Second Avenues, Lacey and Noble Streets involve 12 tax parcels comprised of:
 - **City owned** parcels totaling 20,898 square feet - the former Polaris building site noted as including **City West** (13,614 square feet) and **City East** parking area (7,284 square feet).
 - **Privately owned** parcels with two owners totaling 14,776 square feet situated mid-block.

The block south of the Polaris site is a City owned 377-space, 5-story parking garage with spaces that may be allocated for use by redevelopment site business and residential occupants. The City will not be acquiring privately owned parcels. The developer will be responsible for securing any as-needed added properties.

Polaris Building @ Fairbanks' Tallest



Source: Google – as seen prior to demolition.

Polaris Redevelopment Site Area



Source: FNSB GIS.

4. **Redevelopment Goal:** The primary goal of the Polaris site redevelopment is to re-energize downtown as a place people choose to live, work, and spend time-supporting a consistent, year-round presence that strengthens local businesses, builds trust in the downtown experience, and catalyzes broader economic vitality across the City and Borough.
5. **Market Context:** Whether and to what extent market demographics continue or change favorably going forward will be affected by the scope and scale of downtown redevelopment investment - starting with renewed private and public reinvestment in the Polaris site.

For Fairbanks and Interior Alaska, new construction coupled with subsequent operating costs often exceed what residential and commercial rents and sales values will readily support. A pivotal challenge for reuse of the Polaris site is likely to be construction of a project that can prove out as financially viable short- and long-term.

Key "take-aways" from market data and stakeholder contacts for site reuse suggest:

- Market rate residential to affluent seniors and working professionals has been identified as a need.
- Downtown retail is enhanced with ground-floor store fronts and maybe top floor dining.
- Office space demand is uncertain but with opportunity for greater downtown presence.
- There may be opportunities for limited but leading-edge events and office-lodging products.
- The adjacent public garage can provide parking as needed to support site re-occupancy.

Contributed as well as occupant derived revenue will be pivotal for financial feasibility. The City of Fairbanks is committed to support local, state and federal incentives that will improve development feasibility without requiring direct local taxpayer funding support.

6. **Threshold Project Requirements:** The following are threshold (or minimum) requirements which must be met for a project proposal to be considered:
- a. Commitment to complete redevelopment of the City West publicly owned Polaris site.
 - b. No permanent use of the City-owned West site for at-grade surface parking.
 - c. Ground floor active uses shall occupy primary street frontage, providing transparent, publicly engaging spaces (e.g., retail, food, services, community uses) that contribute to year-round street activity.
 - d. If not developed concurrently with the Polaris (City West) site, provision for public parking on the City East site for added parking as may be needed on an interim basis terminating at time of City East site redevelopment.
 - e. Requiring construction to commence within 12 months of developer selection unless the selected developer can propose an alternative timeline with rationale for modification.

While compliance with threshold requirements is required for consideration, it does not ensure selection. Proposals will be competitively evaluated based on how effectively they go beyond these minimum conditions to deliver high-quality, year-round activation, safe and well-maintained environments, and strong, place-based design.

7. **Preferred Outcomes:** While not required, the following outcomes will enhance opportunity for developer selection:
- Year-round activity (including winter)
 - Safe, well-maintained public realm
 - Active, people-oriented ground floors
 - Availability of parking in the adjoining public parking garage as needed to support 100% of on-site parking needs.
8. **Qualifications:** Bidders will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:
- a. Must be licensed or able to be licensed to work in the State of Alaska and the City of Fairbanks.
9. **Selection and Disposition Process:** This Request for Proposals (RFP) is issued to identify a qualified development firm or team for the potential purchase and redevelopment of the subject property. This solicitation does not constitute an offer to sell, nor does it obligate the City to enter into a purchase and sale agreement or development agreement with any proposer.

Proposals will be evaluated in accordance with the criteria set forth in this RFP. Based on this evaluation, the City may, at its sole discretion:

- Shortlist one or more proposers for further consideration
- Invite one or more proposers to participate in interviews or provide additional information
- Select one or more proposers for exclusive or non-exclusive negotiations
- Decline to select any proposer and reissue solicitation or pursue an alternative

approach

Selection of a preferred proposer does not constitute an award or a binding agreement. Any final disposition of the property, including sale and redevelopment, is subject to successful negotiation of mutually acceptable terms and conditions and approval by the Fairbanks City Council.

The City reserves the right to accept or reject any or all proposals, to waive minor irregularities, and to act in the best interest of the City.

10. **Standard Terms and Conditions:** Certain provisions in Section 3 – Standard Terms and Conditions are not applicable to real property disposition or development agreements and may be modified, supplemented, or superseded by the terms of a final negotiated development agreement.

Section 3 – Standard Terms and Conditions

1. **Assignment / Transfer:** Assignment or transfer of this Agreement or Contract without written consent of the City of Fairbanks may be construed by the City as a breach of contract sufficient to cancel any Agreement or Contract at the discretion of the City.
2. **Inspection:** All goods and services are subject to inspection and approval by the City at all reasonable times, including inspection during manufacturing. Inspection and approval by City at Contractor's place of business or work site does not preclude rejection for defects upon discovery by subsequent inspection. Any goods or services rejected by the City shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the City in connection with the return of goods or rejection of services shall be at the Contractor's risk and expense.
3. **Risk of Loss:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
4. **Warranty:** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Contractor and City agree that this order does not exclude, or in any way limit, other warranties provided for in this Agreement or Contract or by law.
5. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment. An Exemption Certificate is available upon request.
6. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference the purchase order number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the purchase order. The City will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice.
7. **IRS Form W-9 and Vendor Information:** Contractor must have on file with the City a current IRS Form W-9 and complete a vendor registration form before City will issue a purchase order to the Contractor.
8. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and furnishing goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, and City laws, rules, regulations,

resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, and the Occupational Safety and Health Acts.

9. **Amendments:** No amendments, modifications, or supplements to this contract shall be binding unless in writing and signed by all authorized representatives of both parties.
10. **Termination:** When it is in the City's best interest, City may unilaterally cancel this Agreement or Contract at any time whether or not Contractor is in default of any of its obligations hereunder. With any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that Contractor shall be paid for items and/or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this Agreement or Contract at any time for the failure of the other to comply with any of its material terms and conditions. All Proposers recognize that the City is a government entity and that payment obligation is subject to yearly appropriations by the City's governing body and that if funds are not appropriated, this Agreement or Contract will terminate without penalty to either party.
11. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
12. **Complete Agreement:** The parties agree that the conditions of purchase stated herein and the Proposer's proposals set forth their entire Agreement or Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Contractor or terms and conditions set forth in the Contractor's quotation, order, or sales acknowledgment shall not constitute a part of the Agreement or Contract between the City and Contractor concerning this purchase. The terms "Agreement" and "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
13. **Liability and Indemnity:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement or Contract, except for damage, loss or injury resulting from the City's gross negligence or willful misconduct solely.
14. **Insurance Requirements:** Contractor must furnish a certificate of insurance within ten (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty

(30) day prior notice to the City of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this Agreement or Contract. Each policy shall be endorsed with a waiver of subrogation in favor of the City. All other insurance policies required of the Contractor shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the City will be excess only and will not contribute with the insurance required by this Agreement or Contract. All other insurance policies required of the Contractor and subcontractors shall be endorsed to name the City as additional insured. All insurance shall be on an occurrence form acceptable to the City and having an A.M. Best rating of "A" or better.

- a. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.
- b. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000 combined single limit per occurrence and \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000, in the aggregate not excluding premises operations, independent Contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.
- c. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.
- d. Property Insurance: The Contractor shall submit to the City evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the City, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the City. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work.

PROOF OF INSURANCE: The Contractor shall furnish the City with a Certificate of Insurance or, where requested by the City, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all

policies. All endorsements shall reference the policy number and the project name and project number. The owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

Without limiting its indemnification, the Contractor shall maintain, until termination of Agreement or Contract or completion and acceptance of the project by the City, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. The City, at its sole discretion, may raise or lower the limit.

15. **Records:** The City reserves the right to inspect all vendor documents relating to this Agreement or Contract for up to three (3) years after expiration.
16. **Acceptance of Proposals:** As soon as practicable after opening, proposals valued over \$250,000, the City Council is the approving body. The rights and obligations of the contract will become effective and binding upon the contracting parties only after formal execution of a purchase order signed by the Purchasing Agent or a contract form signed by the Contractor and City Mayor. No other act whether oral, written or implied shall constitute acceptance of a proposal.
17. **Postponement:** The City reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
18. **Delivery: Successful** Proposers may be required to provide reasonable evidence from their source of supply or manufacturer to justify the delivery dates furnished in their proposal. Any unreasonable deviation from the proposed delivery dates shall constitute a breach of contract and shall entitle the City to cancel all obligations to the Contractor.
19. **Time is of the essence:** The Proposer is expected to deliver goods or services that conform in all material respects to the contract specifications on or before the date provided herein. This date may be amended by written agreement between both parties.
20. **Safety Data Sheets:** For all materials supplied under this offer, the Proposer will provide to the City the applicable Safety Data Sheet (SDS). SDS must be received prior to final payment. -
21. **Cooperative Purchasing:** Any other State of Alaska government entity may exercise their option to use this same contract to make similar purchases of like items, based on similar quantity. The City is not liable for any other State of Alaska government entity or their purchases.
22. – **NOT APPLICABLE – Facility Security and Background Checks:** For all services provided at the Fairbanks Police Department, located at 911 Cushman Street, Fairbanks, Alaska 99701, access is controlled by the rules, regulations, and laws related to the Federal Criminal Justice

Information System (CJIS) and the Alaska Public Safety Information Network (APSIN). All vendors are considered a visitor or guest unless they are fully cleared by APSIN, including a background check and fingerprinting. Ultimately, the State of Alaska has the authority to award APSIN clearance and it may be denied. If APSIN clearance is not necessary, a criminal history check will be required, which may allow access to the building with fully cleared personnel. All visitors and guests will have to be accompanied by fully cleared personnel while in the building. If you are the successful Proposer and your services are to be performed within this facility you will be provided with the proper paperwork based on the appropriate level of access required.

Section 4 – Submission Requirements and Required Documents

1. **Submittal Instructions:** Proposals may be submitted by one of the following methods;
Sealed Hard Copy Submission (Preferred)

Sealed proposals must be delivered to the City of Fairbanks, City Clerk's Office, located at 800 Cushman Street, Fairbanks, Alaska 99701.

Electronic Submission

Proposals may be submitted electronically via email to purchasing@fairbanks.gov.

Electronic submissions must be received prior to the deadline. The official time of receipt will be determined by the City's email system's timestamp.

Late proposals will not be accepted – **NO EXCEPTIONS.**

It is the Proposer's responsibility to ensure the proposal is received in its entirety prior to the deadline, regardless of the method of submission. The City is not responsible for delays in transmission, incomplete deliveries, or technical issues affecting electronic submissions.

Due to the nature of electronic transmission, the City cannot guarantee the confidentiality of proposals submitted by email prior to the deadline. All proposals received will be retained by the Purchasing Office and will not be distributed for evaluation until after the submission deadline.

Any and all costs associated with preparation and presentation of this proposal are the Proposers' responsibility. No pre-proposal costs will be reimbursed to any Proposer. All documentation submitted to the City will become property of the City.

If proposal includes any proprietary information reference Section 1.5.

2. **Proposal Form:**

Proposers must include a fully completed and signed Proposal Form as the cover sheet to the proposal. Failure to submit a complete and properly executed Proposal Form may result in the proposal being determined non-responsive and removed from further consideration at the City's discretion.

3. **Cover Letter:**

Provide a cover letter, not to exceed two (2) pages, describing the proposed project, including its nature and location, the organizational structure of the proposing firm(s), estimated project investment, and relevant team experience as it relates to this solicitation.

The cover letter must be signed by an individual or individuals authorized to bind the proposer and shall indicate that the proposal will remain valid for a period of not less than 120 days from the date of submission.

4. **Development Team Qualifications:** Address the following items;
 - a. Name of lead firm or entity with overall authority and responsibility to undertake and complete the project being proposed, including contact information for project manager together with location of firm, website, phone and email information.
 - b. Identification of participant entities in addition to lead entity which may include (to the extent known) lead contractor and key sub-contractors, anticipated project ownership structure, entities proposed as sources of equity and debt financing, architectural design and legal counsel and other individuals or entities with significant project responsibilities.
 - c. Disclosure of the existing ownership interests in the project site and/or immediate downtown area currently and prospectively (if different) - with the proportion of ownership interests identified-together with delineation of active versus passive (or limited) partnership roles.
 - d. Lead firm and team history describing at least three similar completed projects including scale of development, single- or mixed-use occupancy, and project performance in terms of timeliness of construction, occupancy and space absorption, debt repayment, and return to project investors.

5. **Site Control:** Show with a map the proposed site location and site area in square feet (by phase if appropriate), identification of current and proposed or in-process site ownership arrangements, demonstrating planned site control for all parcels as proposed for development. The City welcomes both phased, site-specific proposals and larger block-scale concepts, recognizing that successful redevelopment may occur incrementally over time.

6. **Project Overview:** Include an exterior building rendering and/or massing diagram plus site plan illustrating planned building placement and key design features accompanied by narrative description of major design features on-site and in relationship to neighboring uses, together with current and anticipated transportation access. Proposals should demonstrate a clear architectural and place-based vision appropriate to downtown Fairbanks, as design quality will be a key evaluation factor. *Note:* More detailed architectural and design plans will be reviewed if submitted but are not required by this RFP for initial proposal submittals.

7. **Detailed Project Description:** Address the following items;
 - a. Estimated square footage and number of levels of building area by use of components.
 - b. Preliminary estimate or range of development cost - itemized to cover all relevant cost categories including site acquisition, site/infrastructure, building construction, and indirect/soft costs.
 - c. Anticipated phasing of development if the project is to be built in two or more phases, including square footage and development cost associated with each phase.
 - d. Parking plan as consistent with recognized parking standards.
 - e. Existing site or neighboring uses that may be displaced - directly in conjunction with project construction and occupancy with completed development including conditions and timing of the planned displacement and provisions for replacement or mitigation.

8. **Community Use & Access:** Address the following items;
 - a. Support year-round public use and accessibility, including winter conditions.
 - b. Provide welcoming spaces across ages, incomes, and abilities.
 - c. Integrate with surrounding businesses, public spaces, and community activity.
 - d. Description of proposed community partnerships, public-facing benefits, and any measurable commitments (e.g., local hiring, affordable commercial space, programming access, or other community-serving outcomes).
 - e. Description of proposed community partnerships and public-facing benefits.
 - f. If applicable, describe how the project minimizes or mitigates unintended impacts on existing residents, businesses, and cultural assets.

9. **Preliminary Market & Financial Feasibility:** Initial submittals are intended to demonstrate conceptual feasibility. Detailed financial documentation will be required only from proposers selected for further consideration. An assessment is requested to be submitted with all project proposals addressing:
 - a. Preliminary listing of projected sources of capital and financing with anticipated equity. Identifying likely remaining gaps in project financing as needed to be addressed for feasibility going forward.
 - b. Preliminary list of local, State, Federal, and private incentives that may be used for this project.

10. **Follow-Up Clarifications & Verifications:** may be requested for one or more proposals selected by the City for further review prior to or in conjunction with developer selection – with additional information expected to cover any or some combination of the following items:
 - a. Clarification and/or provision of further information requested by the City as follow-up to review of initial proposal submittals.
 - b. Verification of anticipated availability of debt and equity financing including letters of interest or preliminary commitment from potential sources of financing including statement of sources of equity (including private and contributed non-profit or public funds) - allocated by ownership interest.
 - c. Revised and refined listing of detailed sources and uses of project funding through to normalized occupancy.
 - d. Provision of the most current CPA-prepared or audited financial statements including balance sheet, income/expense statement, and cash flow for all identified or relevant individual, joint and corporate ownership interests and/or federal tax returns as submitted for the past two years (with determination of specific documents to be reviewed as agreed to by Proposer and City in advance).
 - e. For any project proposal recommended as being selected for exclusive negotiations, submission of items G (1-4) may be required subject to provisions related to confidentiality and/or public release by the parties - including City review as appropriate in executive session and/or via independent 3rd party review. For item G (4), Proposer(s) should describe what information would be publicly disclosed versus withheld as part of its initial

submittal. Some form of negotiated public disclosure is anticipated to be required prior to execution of a final development agreement.

PROPOSAL FORM

City of Fairbanks

SALE AND REDEVELOPMENT OF 123 LACEY STREET

RFP#26-09

Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.

Offer and Obligation:

The undersigned hereby offers, and agrees to be bound and obligated to this offer, to furnish the goods and / or services in compliance with all Terms and Conditions, Scope of Work, Specifications, and Addendums in this solicitation and, if awarded, enter into an Agreement or Contract with the City.

Addendums:

The undersigned has read, understands, and is fully cognizant of all parts of this solicitation, together with any addendum issued in connection with this document. The undersigned hereby acknowledges receipt of the following addendum(s). In addition, the undersigned has completely and appropriately filled out and submitted all required forms. Initial next to each applicable addendum number(s) or, if none, leave blank.

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

If additional addendums were issued, list numbers here and initial. _____

Compliance:

The undersigned hereby accepts all administrative requirements of the solicitation and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that they are in compliance with all applicable provisions of the City of Fairbanks Code of Ordinances Chapter 54 – Procurement, and if awarded a contract to provide the construction, goods, or services required in this solicitation will comply for the entire length of the Agreement or Contract.

Non – Collusion:

The undersigned, by submission of this Proposal Form, hereby declares that this offer is made without collusion with any other business or person making any other offer, or which otherwise would make an offer.

Performance Guarantee:

The undersigned further agrees that if awarded the Agreement or Contract, it will submit to the City any required performance guarantee (i.e. irrevocable letter of credit or cash deposit), if applicable.

Proposal Price:

The undersigned agrees to abide by the pricing contained on the Price Form.

NO OFFER WILL BE ACCEPTED WHICH HAS NOT BEEN MANUALLY SIGNED IN INK IN THE APPROPRIATE SPACE BELOW – Scanned copy of signatures allowed for electronic delivery.

I certify, under penalty of perjury, that I have the legal authorization to bind the company hereunder:

For clarification of this offer, contact:

Company Name

Name

Address

Title

City State Zip

Phone

Signature of Person Authorized to Sign

Email

Printed Name

Title

Federal Tax ID

City of Fairbanks Business License Number

Alaska Business License Number

Contractor's License Number

Section 5 – Proposal Evaluation and Selection Process

1. **Evaluation Approach:** The evaluation and selection of proposals will be conducted in accordance with Fairbanks General Code Chapter 54 and consistent with the policy direction, evaluation criteria, and process authorized by City of Fairbanks Resolution No. 5211, as amended. The City may utilize a phased evaluation approach, which may include administrative review, technical evaluation, shortlisting, interviews, and requests for additional information, as determined in its sole discretion. These steps are intended to guide the process but do not constitute fixed or sequential stages. All evaluation criteria will be applied in a consistent and documented manner to identify the proposal or proposals that best meet the City's redevelopment objectives, and final selection may incorporate both quantitative scoring and qualitative considerations and will not be based solely on numerical scoring, consistent with Resolution No. 5211, as amended.

2. **Initial Evaluation:**

Initially, all proposals will be reviewed by the City Purchasing Agent to determine if they are administratively responsive to the RFP. Proposals that are administratively responsive will be distributed to the evaluation committee. The committee will determine whether the proposal meets the threshold project requirements identified in Section 5.4.

3. **Proposal Evaluation:** Proposals determined to be administratively responsive in accordance with Section 5.2 will be reviewed and evaluated by a City Council-designated evaluation committee comprised of individuals with no identified conflict of interest with any proposer.

The evaluation committee will review proposals for compliance with the threshold project requirements identified in Section 5.4. Only proposals that meet all threshold project requirements will be considered responsive and eligible for further evaluation.

Proposals deemed responsive will then be evaluated in accordance with the evaluation criteria set forth in Section 5.5 and any applicable supplemental considerations identified in this RFP.

4. **Threshold Project Requirements:** The following are threshold (or minimum) requirements which must be met for a project proposal to be considered. Failure to meet any threshold requirement will result in the proposal being deemed non-responsive and removed from further evaluation.

- a. Commitment to complete redevelopment of the City West publicly owned Polaris site.
- b. No permanent use of the City-owned West site for at-grade surface parking.
- c. Ground floor active uses shall occupy primary street frontage, providing transparent, publicly engaging spaces (e.g., retail, food, services, community uses) that contribute to year-round street activity.
- d. If not developed concurrently with the Polaris (City West) site, provision for public parking on the City East site for added parking as may be needed on an interim basis terminating at time of City East site redevelopment.

- e. Requiring construction to commence within 12 months of developer selection unless the selected developer can propose an alternative timeline with rationale for modification.

5. **Evaluation Criteria:**

Each criterion identified below has an assigned weight that is used to establish their relative importance in the evaluation process. The criteria for this RFP are listed and defined in further detail below. Final selection will not be based solely on numerical scoring and may incorporate supplemental criteria and qualitative considerations consistent with Resolution No. 5211, as amended.

<u>Criteria</u>	<u>Weight</u>
Development Team Qualifications & Local/Alaska Experience	10
Site Control & Build-Out Commitment	10
Safety, Cleanliness & Winter Maintenance Plan	20
Design Concept & Identity Alignment	20
Walkability, accessibility and wayfinding	12
Parking Strategy & Demand Management	8
Preliminary Market & Financial Feasibility	10
<u>Community Partnerships, Communication and Equity Commitments</u>	10
Total Weight of All Criteria equals	100

- a. **Development Team Qualifications & Local/Alaska Experience:** Roles, ownership, relevant comparable projects; Alaska Experience preferred.
- b. **Site Control & Build-Out Commitment:** Clarity on site control, including ownership, phasing, and near-term start; minimizes contingencies. Commitment to near-term development and construction (12 months).
- c. **Safety, Cleanliness & Winter Maintenance Plan:** Concrete strategies for lighting, safety presence, cleanliness and snow/ice management across phases.
- d. **Design Concept & Identity Alignment:** Building rendering and/or massing diagram plus conceptual site plan.
- e. **Walkability, accessibility and wayfinding:** Pedestrian connectivity, ADA-compliant and universally designed environments, site circulation and intuitive wayfinding that supports users of all ages, abilities, and familiarity with the area.
- f. **Parking Strategy & Demand Management:** Use of Lavery Transportation Center and percentage of reliance and inclusion of non-automotive access and minimal barriers for non-automotive users.
- g. **Preliminary Market & Financial Feasibility:** Anticipated range of construction costs and adequacy of funding sources.
- h. **Community Partnerships, Communication and Equity Commitments:** Demonstrated approach to inclusive engagement, equitable development, and community benefit, including:
- i. Early and ongoing stakeholder engagement beyond minimum requirements.
 - ii. Partnerships with local organizations, workforce programs, or small businesses.

6. **Scoring Methodology:** Proposals will be evaluated using a **0–5 point scale**. Each criterion will be assigned a weighted score calculated as follows:

$$\text{Weighted Score} = \text{Points Awarded} \times \text{Assigned Weight}$$

Half-point increments (e.g., 3.5) may be used.

Point Scale

- 5 – Exceptional:** Exceeds expectations; demonstrates clear innovation and directly addresses Fairbanks-specific conditions
- 4.– Strong:** Complete, well-developed, and aligned with project objectives
- 3.– Adequate:** Meets minimum requirements but lacks distinction or specificity
- 2 – Weak:** Partially meets requirements; lacks clarity or supporting detail
- 1 – Deficient:** Significant gaps; does not adequately address requirements
- 0.– Non-Responsive:** Fails to address the criterion or does not meet minimum requirements

7. **Additional Evaluation Considerations:** *(As adopted by Resolution No. 5211, as amended)*

The following supplemental criteria are provided as adopted by the Fairbanks City Council. These criteria include both objective determinations and will be considered by the City's Council assigned evaluation committee in conjunction with the scored evaluation criteria.

These criteria are not assigned individual numerical scores but may inform overall evaluation, shortlisting, and selection decisions. These criteria will be applied consistently across all proposals and documented as part of the evaluation record.

These criteria will involve evaluations as to whether and to what extent the Proposers submittal can be expected to:

- a. Meet applicable legal requirements of City code, state statute and federal law including findings that the project funding is for a valid public use and/or purpose - as determined by the City attorney and/or other legal reviewers such as bond counsel acting on behalf of the City.
- b. Be consistent with adopted public policy including applicable provisions of the FNSB Comprehensive Plan, Zoning Code and Downtown Fairbanks 2040 Plan.
- c. Meet community criteria for market need, competitive advantage, public benefit, plan consistency, stimulation of added investment, and/or enhanced community image.
- d. Successful project history (with experience in Alaska and/or elsewhere on the west coast of the U.S. and Canada).
- e. Stipulations of City engineer related to qualifications of firm, project manager and staff, quality and value of design, scheduling and overall conformance to RFP.
- f. Financial backing and plan (covering refined anticipated sources and uses of funding).
- g. Conformance to availability of realistically available incentive funding with no impact to the City's General Fund tax-based resources.

- h. Capacity to complete the project (including contingency and backstop funding sources in event that full project funding does not occur as initially proposed).
- i. Long-term financial sustainability of project with end-use capitalized valuation at least equal to all-in cost with supporting operating proforma at normalized occupancy- also with adjustments if necessary to account for significant changes in expected income and/or expense beyond initial normalized occupancy extending over up to a 20-year net present value (NPV) period at a discount rate consistent with risk-adjusted capitalization rates typical for similar projects locally and statewide.

8. Selection & Negotiation: Selection of a preferred development team will be made based on review of formal RFP responses. The City may incorporate community benefit commitments, partnership agreements, and performance benchmarks into the final development agreement as part of exclusive negotiations.

Developer deliverables over the term of an exclusive negotiation period are expected to:

- a. Further detail proposed uses for redevelopment of City-identified available Polaris site (including site and floor plans, and perspective rendering(s)).
- b. Confirm responsibilities of lead developer and other firms/individuals as participants with the full development team.
- c. Provide current and recent financial statements (P&L, balance sheet) for the lead firm (maintaining confidentiality as mutually determined).**
- d. Provide a refined line-item preliminary development budget (covering land/site acquisition, hard construction and soft costs).
- e. Provide estimates for anticipated sources of funds (including incentive offsets, if any) and backstop financing in the event that anticipated sources do not fully materialize.
- f. Provide confidential year-by-year operating proforma projections from project opening to normalized end-use occupancy.
- g. Provide a refined end-use capitalized valuation and/or 20-year NPV calculation subject to independent third-party review demonstrating valuation exceeding all-in project costs.
- h. Outline anticipated timeline from planning/design to construction and occupancy including performance targets as conditions for project planning and completion.
- i. Make a good faith deposit with cashiers check, certified check or letter of credit.
- j. Identify other terms and conditions associated with a purchase and sale agreement (or related transaction) together with determination of items subject to public disclosure or confidentiality with the City - as appropriate prior to start of construction.

Assuming satisfactory compliance with developer deliverables, the selected development team(s) would proceed pursuant to a refined development agreement (or term sheet) to prepare detailed plans and submittals as mutually agreed which the City will review as a basis for subsequent plan and agreement finalization. The result should be a final PPP development agreement between the City and selected Proposer.