

The term “RFP” as used herein, expressly includes and incorporates all Appendices, Forms, any issued Addenda, and any other document expressly incorporated herein.

**ANCHORAGE COMMUNITY DEVELOPMENT AUTHORITY
REQUEST FOR QUALIFICATIONS AND PROPOSALS 2026-01**

Fireweed Flats- A workforce housing complex bringing 24 units to the Anchorage Market

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SECTION 1. GENERAL INFORMATION

1.1 Project Background

The Anchorage Community Development Authority (ACDA), on February 19, 2026, concluded a Request for Interest (RFI) submission period where a sufficient number of responses informed us the parameters of the RFI were feasible and realistic. We've used

similar parameters to structure this Request for Qualifications and Proposals, as may be supplemented with one or more Addenda (collectively, the “RFP”). The RFI is archived on our website and can be found here: [ACDA | RFI Fireweed Flats](#). **The term “RFP” as used herein, expressly includes and incorporates all Appendices, Forms, any issued Addenda, and any other document expressly incorporated herein.**

1.2 Reference Information Documents

The reference documents listed in Appendix D (the “Reference Information Documents”) are provided to proposers as reference information only. The information contained in the Reference Information Documents reflects information as of any date or time identified therein. ACDA has not determined whether the Reference Information Documents are accurate, complete, pertinent, or of any other value to potential contractors. ACDA makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Information Documents, and, in addition, shall not be responsible for any interpretations thereof or conclusions drawn therefrom. Proposers are advised that change orders will not be issued under the Contract for claims related to the Reference Information Documents.

1.3 Purpose of the RFP

This RFP will select a qualified team that can effectively and efficiently deliver the Scope of Work described in Appendix A (collectively referred to herein as the “Project”). Specifically, the design, construction, financing, operation and maintenance of a multifamily housing complex that will provide housing options to workforce individuals/families who fall into the 80-120% of area median income bracket. Applicants must clearly articulate their ability to satisfy aspects of the project (building experience, financial readiness, and industry references).

1.4 Project Location

Property Location: 202 & 204 Fireweed Lane, Anchorage, AK

Site Conditions:

- Currently vacant and ready for development
- Accessible to public roadways and utilities
- Topography and soils suitable for standard foundation systems
- Environmental ready for site development (DISCLAIMER: A current EPA Brownfield Class II, ending early May. The EPA Class 1 report available upon request.)

This property is an Anchorage Community Development Authority owned site.

1.5 Budget

Proposers are instructed to outline a comprehensive budget detailing the various aspects of the project. Please have budget sub-categories that speak to the following areas:

- The multi-housing facility
- Lot investment deliverables
- Parking considerations and justifications
- Amenities to include infill recreation, art outlets, pet/park aspects, waste area, etc.

Proposers must provide a general estimate of all costs and fees. Relate the costs and fees to proposed tasks and milestones.

Proposals will be scored according to the criteria identified in Section 5.

1.6 Schedule

Proposals will be received and accepted until 4 P.M. LOCAL TIME on May 15, 2026 (“Proposal Deadline”). Proposals may also be delivered to ACDA at 245 West 5th Avenue, Suite #122 before the Proposal Deadline; *provided, however, that any proposals delivered to ACDA’s office must include an electronic version of the entire proposal.*

Proposers are responsible for monitoring the site to stay abreast of changes in the schedule and accessing any ACDA responses and Addenda.

Please call or email John Woodbury at 907-297-4461 or jwoodbury@acda.net for assistance.

Anticipated RFP Schedule

Table 1: RFP Timeline

Item	Date
Note: ACDA reserves the right to modify schedule and issue Addenda at its discretion.	
RFP Issuance	April 6, 2026
Non-Mandatory Pre-Proposal Conference	April 14, 2026-Note 3pm via teams
Question Submission Deadline	April 27, 2026
ACDA Response to Questions	May 4, 2026
Proposal Submission Deadline	May 15, 2026- NOTE: 4pm cutoff
Determination of proposal finalist(s)	May 27, 2026
Oral interview(s) with proposal finalist(s), if needed	June 1, 2026
*Anticipated Notice of Intent to Negotiate & Award	June 4, 2026

***Note: ACDA reserves the right to release the selection to the public, as well as the names of the teams who submitted proposals.**

1.7 Sub-contractors and Joint Ventures

Sub-contractors may be used to perform the Scope of Work. If a proposer intends to use sub-contractors, the proposer must identify the names of the subcontractors and the portions of the work the sub-contractors will perform. The proposer will be considered the “Prime Contractor” and will be responsible for all contractual obligations with its sub-contractors.

The successful proposer (“Developer”) shall hold ACDA, MOA and its agents harmless for any and all fiduciary obligations made between the Developer and its sub-contractors. The Developer is ultimately responsible for all scheduling and deadline requirements of said sub-contractors. ACDA will consider the Developer the point of contact for the entire Project and will communicate directly with the Developer on all aspects of the Work and Project. It will be the responsibility of the Developer to coordinate and communicate with any and all sub-contractors.

If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement which identifies each of the members and their responsibilities. All joint venture agreements shall be required to contain joint and several liability obligations to ACDA for each of the joint venture members. Failure of a proposer to adhere to the joint venture requirements shall result in non-consideration of the proposal by ACDA. The proposer will provide a point of contact to ACDA to act on behalf of the joint venture (if applicable).

1.8 Submission and Teaming Restrictions for Major Participants.

For purposes of this RFP, “Major Participant” means any of the following entities: all general partners or joint venture members of the Respondent; all individuals, persons proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or any other legal entity however organized, holding directly or indirectly a 30% or greater interest in the Respondent; any contractor(s) or subcontractor(s) that will perform work valued at 30% or more of the overall contract amount; the lead engineering/design firm(s); and each engineering/design firm sub-consultant that will perform 30% or more of the design work.

For each Major Participant, identify the entity’s role and the entity’s legal nature and state of organization. Respondents shall not include more than one of each Major Participant (provided that the foregoing does not preclude a Major Participant from being a consortium, partnership or any other form of joint venture or team, as applicable, as

contemplated in the RFP). **Major Participants shall not be permitted to participate in more than one Proposal to this RFP**

1.9 Preparation Costs

ACDA shall not be responsible for proposal preparation costs or for subsequent negotiations and/or proposal modification requests, nor for costs including attorney fees associated with any challenge (administrative, judicial or otherwise) 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. RULES GOVERNING COMPETITION

2.1.1 Due Diligence and Inspection

Proposers are advised to carefully examine and inspect the entire RFP, the project site, due diligence materials, and any Addenda thereto, as well as all related materials referenced in the RFP. Proposers are solely responsible for ascertaining the nature of the work and the site conditions likely to be encountered in performing the work in their proposals. **Proposals that include conditions, exceptions or qualifications to the RFP requirements shall not be accepted or considered for scoring.**

2.2 Confidentiality

The content of all proposals will be kept confidential until the selection of the proposer is publicly announced. After award to the Project to a proposer, all Proposals will then become public information. However, the proposer may elect to identify certain portions of the submitted proposal as confidential, subject to the terms of the Alaska Public Records Act, and request that such identified portions remain confidential after the selection of the proposer. Any such section that is not protected under the Alaska Public Records Act shall be subject to public release. A proposer must provide a detailed statement providing legal support to its request for maintaining any portion of its proposal as “confidential/proprietary.” This request must be attached to the proposer’s submission in a conspicuous location. The proposer shall be responsible for defending the release of any portion of a requested section of its proposal that has been marked confidential, including any and all legal costs. ACDA shall promptly notify a proposer of a request for release of its proposal under the Alaska Public Records Acts and proposer shall have the burden of defending any such release of identified confidential materials or portions of its proposal marked “confidential.”

ACDA reserves the right to publicly release the names of all proposers and their team members at the time the highest ranked proposals are identified. ACDA also reserves the right to publicly release the rankings of the proposals and/or ACDA’s intent to negotiate with a selected proposer.

2.3 Ex Parte Communications

During the RFP process, commencing as of the date of this RFP and continuing until award of the Contract for the Project (or cancellation of the procurement), no employee, member, or agent of any proposer or potential proposer shall have any ex parte communications regarding the procurement process for this Project with any member of ACDA, the Municipality of Anchorage, or Ineligible Firms (defined below), except for communications expressly permitted by this RFP. Any proposer engaging in such prohibited communications may be disqualified at the sole discretion of ACDA. The foregoing shall not preclude any proposer from participating in public meetings.

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.
3. Completeness and clarity of content.

2.5 Signature Requirements

All proposals must be signed. A proposal may be signed by an officer or another agent of a corporation, if authorized to sign contracts on its behalf; a general partner of a partnership; manager of an LLC; the owner of a privately-owned vendor; or other agent if properly authorized by a power-of-attorney or equivalent document. Signature on the "Letter of Transmittal" will meet this requirement (Section 4.3.). The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature. ***Failure to sign the Proposal is grounds for rejection.***

2.6 Site Visit, Due Diligence Documents, and Pre-Proposal Conference

Site Visit- The property is open and accessible to the public. Interested parties can go view the site at their leisure. A utility map is located in Appendix A of this RFP.

Due Diligence Documents- The Anchorage Community Development Authority is the owner of the property. Although property information is publicly available, ACDA may assist on items of diligence on a case-by-case basis.

PreProposal Conference- An informational conference (Teams Meeting) focusing on Fireweed Flats is scheduled for 3pm, Tuesday, April 14, 2026. This conference is voluntary and will be for fielding questions regarding the RFP. It is not required to submit a proposal. This conference will be held virtually, interested parties can register by emailing development@acda.net.

2.7 Proposal Submission Deadline

ACDA must receive the proposal, in its entirety, via acda.net/acda-rfp or delivered to our office by the Proposal Deadline at 245 West 5th Avenue, Suite #122, Anchorage, AK 99501. Proposals or portions of proposals will not be accepted via any other means. Physically delivered proposals must include six (6) complete hard copies and be received by ACDA prior to the stated submission deadline.

Please call or email [John Woodbury](mailto:John.Woodbury@acda.net) at [907-297-4461](tel:907-297-4461) or development@acda.net for assistance, if difficulties are encountered in accessing the RFP.

2.8 Proposal Validity Period

Proposers are not permitted to amend or withdraw their proposal after the Proposal Deadline. By submitting a proposal, the proposer agrees to maintain the offer and validity of its proposal for a period of ninety (90) days following the Proposal Deadline, or such earlier time that the Contract is awarded ("Proposal Validity Period").

2.9 Questions/Clarification Requests

ACDA shall not be held responsible for a proposer's lack of understanding of the requirements of this RFP. Should a proposer not understand any aspect of this RFP, or require further explanation, or clarification regarding the intent or requirements of this RFP, it shall be the responsibility of the proposer to seek guidance from ACDA in the manner described below.

Any questions or clarification requests regarding this RFP are to be submitted online at Bidsync.com. Questions posed via any other medium will not be accepted or provided with a response. ACDA will post all questions and responses on the site for access by all registered proposers. As such, proposers are advised to refrain from submitting any questions that may be considered confidential or proprietary. All prospective proposers may login to the site at any time to pose questions and review responses provided by ACDA.

2.12

a. ACDA Reserved Rights

- b) ACDA reserves the right to reject any or all proposals in its discretion, if determined to be in the best interest of ACDA.
- c) ACDA reserves the right to cancel this RFP at any time and/or not to award a contract to any of the proposers.
- d) ACDA reserves the right to issue a new RFP for the Project, following cancellation of this RFP or rejection of all proposals.
- e) The commencement of negotiations with a proposer does not commit ACDA to accept all the terms of the proposal.
- f) ACDA reserves the right to end negotiations with the highest-ranked proposer and commence negotiations with next highest-ranked proposer, and so on, throughout the Proposal Validity Period.

- g) ACDA reserves the right to add and/or amend the terms and conditions of the RFP documents prior to the Proposal Deadline.
- h) ACDA reserves the right to select a proposal based that ACDA determines provides the overall best value to the Project and ACDA.
- i) ACDA may, in its sole discretion, hold oral interviews with the top ranked proposers prior to making a selection or a determination not to award.
- j) ACDA may, in its sole discretion, issue a request for best and final offers from proposers after receiving and reviewing the submitted proposals.

2.13 Protest Procedures

A protest based on alleged improprieties or ambiguities in this RFP must be filed in writing at least 10 days prior to the Proposal Deadline.

A protest filed by an unsuccessful proposer based upon alleged improprieties in ACDA's award of the Contract, must be filed within 10 days after a notice of intent to negotiate and award is issued by ACDA.

Written protests must completely and succinctly state the grounds for protest and shall include, as a minimum, the following:

1. The name and address of the protester.
2. Appropriate identification of the procurement.
3. A detailed statement of the reasons for the protest.
4. All available exhibits, evidence, or documents substantiating the protest.

Protests shall be filed by **hand-delivery** to ACDA during business hours and addressed as follows:

J. Chad Stovall or John Woodbury
ACDA Development Dept
245 W. 5th Ave, #122
Anchorage, AK 99501

ACDA will issue a written decision regarding the protest within 7 working days after the protest is filed. The decision shall be based on and limited to a review of the issues raised by the aggrieved proposer and shall set forth each factor taken into account in reaching the decision.

2.14 News Release

News releases pertaining to the award resulting from the RFP's shall not be made without prior written approval of ACDA.

All materials submitted in response to this RFP will become the property of ACDA. One copy shall be retained for the official files of ACDA and will become public record after award of the Contract.

2.15 Oral Change/Interpretation

The provisions of this RFP cannot be modified by oral presentation or statements. If inquiries or comments by Proposer(s) raise issues that require clarification by the ACDA, or ACDA decides to revise any part of this RFP, addenda will be provided via <https://www.acda.net/acda-rfp>.

2.16 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date. The respondent may thereafter submit a new proposal prior to the Proposal Deadline or submit written modification or addition to a proposal prior to the Proposal Deadline. A final proposal cannot be changed or withdrawn after the Proposal Deadline.

2.17 Late Submissions

Proposals submitted after the Proposal Deadline (May 15th, 2026), will be rejected by ACDA.

Proposals delivered to ACDA office after the Proposal Deadline will also be rejected.

2.18 Rejection of Proposals

ACDA reserves the right to reject any or all proposals if determined to be in the best interest of ACDA.

2.19 Insurance Requirements and Licensing

Insurance requirements are provided below. Proof of insurance will be required prior to execution of the Contract Documents. Insurance does not need to be included in the Proposers proposal. Inability to provide appropriate documentation is grounds for disqualification.

1. Employers Liability and Workers Compensation: Per State of Alaska Statutes.
2. Comprehensive Automobile Liability Bodily Injury and Property Damage: \$500,000 combined limit to include: owned, hired, and non-owned.
3. Excess Liability Insurance: Umbrella form in the amount of \$1,000,000 combined Bodily Injury and Property Damage.
4. Comprehensive General Liability: \$500,000 combine limit each occurrence an aggregate to include:
 - (1) Bodily Injury
 - (2) Property Damage Liability Premises Operations including explosion
 - (3) Collapse and Underground Products and Completed Operations
 - (4) Broad Form Property Damage
 - (5) Blanket Contractual Personal Injury

5. Professional Liability: in the amount of \$1,000,000.
6. Builders Risk Insurance Policy totaling amount of the project

The Developer shall possess an Alaska business license **prior to award of the Contract**. Partnerships and Joint Ventures, regardless of type of services provided, must be licensed/registered in the legal name of the Partnership or Joint Venture as used in their proposal (AS 43.70.020 and 43.70.110(4)).

Proposer team members shall be properly registered as a general contractor or as an engineer/architect, as applicable, **prior to submission of its proposal** in accordance with Alaska law. Proposers may contact the Alaska Department of Community and Economic Development, Division of Occupational Licensing, at P.O. Box 110806, Juneau, AK 99811-0806, telephone number (907) 465-2550, or at Internet address <http://www.commerce.state.ak.us/CBP/> for information.

SECTION 3. SCOPE OF WORK

Well-planned management and coordination of a team of professionals is needed to successfully complete this Project. This includes management of all sub-contractors and joint venture partners, if applicable. The Developer shall be responsible for the scope of work provided in Appendix A.

SECTION 4. SUBMITTAL FORMAT

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:

4.1 Title Page

Show the RFP number and subject, name, title, the name of your firm, address, telephone number(s), email address, fax number or primary office where the project business will be conducted, name of contact person, and date.

4.2 Table of Contents

Clearly identify the elements of the proposal by section and page number.

4.3 Letter of Transmittal

- a) Briefly state your firm's understanding of the services to be performed. Make a positive commitment to providing the services as specified. Note any potential conflicts of interest.
- b) Identify any subcontractors or project partners including firm name, contact information, and role on the project.

- c) Expressly certify that team members are in fact properly registered as a general contractor or as an engineer/architect, as applicable, as of the date of proposal submission.
- d) The letter of transmittal must be signed by an individual who has the authority to bind the proposer.

4.4 Proposers Qualifications and Experience

- a) Discuss specific qualifications, credentials, and relevant experience with this type of contract.
- b) Discuss any experience performing site development and construction work of this scope and nature, especially in Anchorage.
- c) Demonstrate an ability to meet budget and schedules.
- d) Provide at least three (3) references from clients with whom the proposer has a similar or ongoing design and construction work.

4.5 Project Manager and Key Staff

- a) Identify the Project Manager who will have principal charge of the project. Include their specific qualifications and how the Project Manager will interface with ACDA staff.
- b) Describe the organization of the project team, its members and roles, and any specific project leads.

4.6 Project Approach: Unit and Site Design and Development

The following will be evaluated and scored for completeness and creativity:

- a) Include a discussion of your team's understanding of the project and its objectives, innovative approaches to site and facility design and technologies, and potential obstacles to successful completion of the project, and how potential obstacles could be overcome.
- b) Provide a concept-level site layout and facility design that meets the requirements of the scope of work. Include this information in the proposed scope of services.

4.7 Community Partnerships and Contributions

- a) Although not required, ACDA emphasizes community or volunteer partnerships. Aspects of the project may lend itself to outlets for community input.
- b) Describe proposed use of apprenticeship, union, and/or volunteer labor; specifically describe any proposed use of "barrier-impacted apprentices", which means individuals enrolled in apprenticeship programs who face significant barriers to employment, including but not limited to experiences of homelessness, incarceration, substance use disorder, or addiction.
- c) Identify any discounted materials or unit costs from in-kind contributions from contractors, manufacturers, and/or vendors.

4.8 Proposed Schedule

Provide a comprehensive schedule with major milestones that address all phases to complete the scope of work. Proposers should commit to a reasonable project time frame. Targeted construction period will be the 2026 and 2027 building season. The final schedule will be approved with input from ACDA and partnering MOA departments.

1. Use reasonable assumptions.
2. Provide details on phasing, if applicable.
3. Provide a Gantt chart of the proposed timeline.
4. Identify critical path issues that could impact the timeline.
5. Demonstrate ability to meet budget and scheduling requirements.

4.9 Estimated Cost of the Project

Based on information collected in the RFI process, unit costs range from \$200-500K each. However, there is no height restriction on the property, so 24 units isn't a limiting factor. Cost efficiency may improve with a higher number of units and more floors.

SECTION 5. EVALUATION CRITERIA AND PROCESS

ACDA will evaluate and rank the proposal as submitted.

ACDA also reserves the right to request oral 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.

Project Cost and Timeline	25 Points
Project Team and Key Staff Experience and References	30 Points
Project Approach: Unit and Site Design and Development	25 Points
Community Partnerships and Contributions (must have a community deliverable articulated)	5 points
Project enhancers (rec, art, garages, pet area, common space (roof enhancement, grill, fire-ring, # of units))	15 points

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with ACDA. If an agreement cannot be reached, the second highest proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, ACDA reserves the right to terminate negotiations with any and all proposers should it be in ACDA's best interest. ACDA reserves the right to reject any and all proposals submitted.

SECTION 6. CONTRACT

The team selected by ACDA will be expected to negotiate and enter into a development agreement and long-term ground lease ("Contract") with ACDA for the Project.

6.1 Proposal as Part of the Contract

Parts or all the submitted proposal may be used to develop the Contract.

6.2 Contract Personnel

ACDA must be informed of any changes to the project management team members originally named within the submitted proposal by the Proposer during negotiations.

SECTION 7. Insurance, Licensing, Bonding

7.1 Certificate of Insurance

The Developer will be required to furnish ACDA a certificate of insurance pursuant to the provisions of RFP Section 2.11 – Insurance prior to execution of the Contract and shall be required to provide evidence of obtaining all required insurance during negotiations with ACDA.

7.2 Licensing and Bonding

The successful Contractor shall furnish ACDA with appropriate documentation demonstrating licensure and bonding.

Appendix A: Scope of Work

Fireweed Flats: A workforce housing initiative inspired by the charge to build 10K homes in the next 10 years.

The Anchorage Community Development Authority (ACDA) is requesting proposals from qualified teams to design and construct a 24-unit MFH facility with parking and resident enhancements.

The project location will be:

- 202 & 204 East Fireweed Lane, Anchorage, AK (now one lot)
- Legal Description: SMITH #1 BLK 3 LT 5 & 4 (lots have been combined, one lot)
- Lot size: 20,900 sq ft total
- Class: Commercial
- Zoned: B3



1. Project Outcomes

1) Development of multifamily housing complex/facility including:

- a. A residential housing facility with up to 24 units, serving residents with household incomes of 80%-120% of the Area Median Income (AMI)
- b. A portion of units being 2 bedrooms, with all units having a full bathroom
- c. A portion of units that incorporate Americans with Disabilities Act (ADA) parameters
- d. Resident laundry in units or common facilities
- e. In addition to traditional stick-built construction, we welcome a variety of housing technology-based approaches. NOTE: Non-traditional building technologies will be required to procure a letter from the Anchorage Planning Department indicating that their proposal is technically feasible and can be completed in compliance with Anchorage building codes/regulations.

2) Resident Parking

- f. Developer will need to find practical solutions for resident parking needs
- g. Produce a feasible parking plan for developed space
- h. Garages may be an option to alleviate surface parking

3) Auxiliary Space Considerations

- i. If financially feasible, suggestions for in-filling lot space are recommended
- j. Preference would be given to family use amenities such as playgrounds, dog parks, or universal recreational outlets
- k. Aspects of the facility may lend itself to artwork opportunities. We encourage applicants to see if this may be an outlet for community partnerships and input.

4) Facility Design Considerations

- l. Durable, climate-responsive exterior finishes

- m. Energy-efficient build systems designed for Alaska's winter climate
- n. Attractive, bold and functional architecture instilling neighborhood confidence
- o. Discussion on the feasibility of roof space utilization options

5) Ownership structure

- a. ACDA is seeking a developer team to design, build, finance, operate and maintain the improvements comprising the complex on ACDA-owned land.
- b. ACDA may consider collaborative arrangements to support and supplement project feasibility; however, the ACDA's primary objective is to facilitate delivery of the housing asset while enabling a clear pathway for private-sector ownership.
- c. Proposals should clearly outline the development and financing approach, and the proposed management and operations structure.

2. Materials

The selected contractor shall provide all materials and equipment necessary to complete the scope of work.

3. Quality of Workmanship

All work shall be quality work performed according to the industry standard, Anchorage code and to the complete satisfaction of ACDA. The contractor shall provide sufficient staffing for the satisfactory performance of this work at the frequencies and within the time parameters specified.

4. Personnel Qualifications

All personnel used by the contractor for the performance of this work shall be properly trained and qualified to perform services of the type and scope described herein in accordance with OSHA standards. The contractor shall provide evidence of the qualifications of any personnel performing work under this contract upon commencement of the contract and upon additional hire and/or replacement to ACDA. ACDA reserves the right to refuse to accept services from any personnel deemed by ACDA to be unqualified, disorderly, or otherwise unable to perform the assigned work.

The designated supervisor shall be available at all times while work is in progress to receive notices, reports, or requests from ACDA, and to properly direct crew to respond when necessary.