

qualifying proposals were received by the City for consideration. City Manager Doug Griffin, Community Development Director Sandra Garley, and Special Assistant Sara Jansen served on the review panel. The proposal from the Law Office of Glenn Price received the highest score from each of the reviewers. The administration recommends the City enter into a contract with Mr. Price to serve as a Real Estate Consultant for the purchase of the properties at an hourly rate of \$190.00.

Background: On December 14, 2010, the City Council passed resolution no. 10-076 re-appropriating \$80,000 to a non-lapsing account for professional services needed for planning and research pertaining to acquisition of the Mat Maid Property. It was determined that a consultant with experience putting real estate deals together would be beneficial to have on the project team both for general knowledge and confidentiality. On March 2, a RFQ was issued and advertised in the Anchorage Daily News with a closing date of March 22, 2011. Two excellent proposals were submitted, however Mr. Price's proposal offered a less expensive alternative, a depth of experience, demonstrated interest in the project, and his primary office is in Palmer. He has also indicated he is working on a part time schedule so that he can pursue projects that truly interest him.

Mr. Price does represent Crowley Maritime Services on various real estate matters in Alaska. Crowley owns one of the parcels in the Mat-Maid Block. This matter has been discussed with Crowley's general counsel who is aware of the perceived conflict of interest. Crowley does not view this as a problem and is willing to provide a written waiver of perceived conflict, and will hire another attorney to represent their interests in negotiations with the City. Mr. Price would not participate in sale negotiations with Crowley. Mr. Price has asked the city to formally waive the possible conflict situation. This issue has been discussed with the Alaska Bar Association counsel and Mr. Price's malpractice insurer, which both concur that the steps outlined above would be sufficient to address the issue, should the City Council concur.

The administration believes Mr. Price is highly qualified, very knowledgeable about multi-parcel real estate development and Mat-Su real estate in particular, and would represent the City's interest well.

Administration recommendation: Approve action memorandum no. 11-025.

LAW OFFICE OF GLEN PRICE

P.O. BOX 4739

PALMER, ALASKA 99645

Phone: (907) 746-5970

Fax: (907) 746-5971

gplaw@mtaonline.net

March 15, 2011

City of Palmer

Attn: Sara Jansen

231 W. Evergreen Avenue

Palmer, Alaska 99645

Re: Proposal to Provide Consulting Services to the City of Palmer;
Request for Qualifications and Proposal; RFQ 11-002CM;
Purchase of the Mat-Maid Block Properties;
Real Estate Consultant

Dear Ms. Jansen:

This letter is submitted in response to the City of Palmer (the "**City**") Request for Qualifications and Proposal, RFQ 11-002CM (the "**RFQ**") for a Real Estate Consultant to assist the City with the purchase of the Mat-Maid Property and related matters (the "**Project**"). I would eagerly welcome the opportunity to assist the City with this Project, and I am prepared to enter into a contract/Professional Services Agreement with the City to do so. If selected, I will execute and abide by the City's standard form agreements with few or no objections or changes. The discussion below sets forth the information required by Criteria A through F of the RFQ.

By way of background, I have been an attorney in Alaska for twenty-one years (I have lived in Alaska for thirty-one years), with approximately eleven years spent practicing in the Mat-Su Borough. During that time, I have developed a niche in certain areas of practice. These areas are commercial real estate, business formation and advice, contract drafting, and the representation of Alaska Native Corporations. By narrowing my practice to these areas, I have been able to develop a great deal of experience in each of them, particularly in the area of commercial real estate law.

Ms. Sara Jansen

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I can provide you with many examples of large-scale projects that I have been fortunate to be involved with over the years. Some of these examples are as follows:

- **State of Alaska, Alaska Industrial Development and Export Authority ("AIDEA") (1995-2007) (Contact person: Valorie Walker, Director of Finance, (907) 771-3011).** Projects included Ketchikan Shipyard; Alaska Seafood Center; Unalaska Port; Skagway Ore Terminal; and Snettisham Hydroelectric Project Purchase/Lease-Back. Many of these projects took up to two to three years to finalize and close. As you are probably aware, AIDEA is a public corporation created, in part, to finance large-scale development projects in Alaska. During the twelve-year period I worked with AIDEA, I was heavily involved with the projects listed above, and I was the attorney who drafted almost all of the agreements and collateral documents that were necessary to bring these projects to fruition. I also played a significant role in the negotiations for these transactions and was responsible for assuring that they closed on-time and consistent with project documents. Some of these projects required coordination with bond counsel, and simultaneous closings. One project in particular was the Snettisham Hydroelectric Project. This project involved thirty-four closing documents, many of which had to be recorded in Juneau, and the coordination with bond counsel in Seattle to allow for the sale of the bonds. I drafted a very complicated set of closing instructions for this project and ensured that the closing was consistent with these instructions and that closing timelines were met.
- **JL Properties, Inc. (1995-2007).** JL Properties is one of Anchorage's largest developers. During the timeframe indicated above, I worked on projects that included various office buildings; shopping centers; development projects; a Land Exchange involving JL Properties, the Municipality of Anchorage, Carr-Gottstein and Diamond Parking; military housing; hotel projects; and a number of development projects in Fairbanks. In addition to assisting with negotiations, my role in the transactions included being the primary drafter of all transaction documents. I was also responsible for closing most of these transactions. Many of these projects involved multiple parties, both private and public, and multiple parcels of real estate. Further, because these transactions were very complicated in nature, I had the opportunity to be involved with a wide array of issues, including land acquisition, financing, entity formation, environmental review, land title issues, property taxation matters, and the development of many unique collateral documents to address the complicated issues raised by these transactions.

- **International Brotherhood of Electrical Workers 1547 (1999-2005) (Contact person: Jake Metcalfe, former General Counsel, (907) 317-8665).** Served as counsel to IBEW on all of its real estate developments and purchase and sale transactions in Alaska.
- **Settler's Bay Golf Course, LLC (2002 to present) (Contact person: Robert Ackles, Managing Member, (907) 355-1807).** I was the attorney who assisted the current owners of the golf course with the purchase in 2002. My responsibilities included (i) assisting in negotiations with an out-of-state seller; (ii) drafting a complicated operating agreement for the purchasers' limited liability company; (iii) drafting of the purchase agreement and all collateral documents; (iv) assisting with the due diligence investigation; (v) addressing various title problems; (vi) personal property transfers; (vii) the assumption of existing contracts; (viii) liquor license issues; (ix) the transfer of water rights; (x) addressing homeowner's association matters involving certain property in the transaction, including the presence of a lawsuit and related title issues; (xi) employment matters; and (xii) indemnities and guarantees from the seller.
- **Byler Contracting (2005 to present) (Contact person: Dennis Byler, President/Owner, (907) 355-7212).** Attorney for various commercial and residential development projects. Representation included contract negotiation and drafting, drafting collateral documents, addressing title issues, due diligence, coordination with engineers and surveyors, and addressing both Borough and City of Wasilla zoning, platting and other land use matters.
- **Newtok Native Corporation (2000 through 2004).** Represented Alaska Native Claims Settlement Act ("ANCSA") village corporation to secure an approximately 12,000-acre land exchange in the Yukon Delta National Wildlife Refuge. Representation included (i) extensive negotiations over approximately three-year period with U.S. Fish & Wildlife Service; (ii) enlisting assistance from Alaska's Congressional delegation; (iii) drafting reports and testimony supporting exchange; (iv) coordinating with lobbyists and Congressional staff; (v) drafting federal legislation; (vi) assisting with moving the bill through Congress until signed by President Bush in 2003; and (vii) implementing the legislation and the land exchange.
- **Ukpeagvik Inupiat Corporation (2005-2006).** Represented Barrow-based village corporation with acquisition of federal facilities on the North Slope and post-acquisition development of properties for lease to oil and gas companies for exploration staging areas. Extensive coordination with North Slope Borough on associated land use issues.

Ms. Sara Jansen
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Over the last twenty-one years, I have worked on a wide range of large-scale projects in Alaska. From the experience I gained on these projects, I am well-suited to assist the City with the Project. My attitude is "the more complicated the project, the more interesting and professionally satisfying it will be."

From an educational perspective, I earned a Bachelor of Science in Natural Resources Management from the University of Alaska, Fairbanks. I hold a Master's degree in Environmental Law from Vermont Law School. And finally, I earned both a law degree and a Certificate in Natural Resources Law from Northwestern School of Law, Lewis & Clark College in Portland, Oregon.

I also have extensive experience with state budgets based on my work as a Senior Budget Analyst in the Governor's Office of Management and Budget in Juneau. During 1982-1987, I worked for Governor Sheffield for his entire term of office, and for part of the terms of Governor Hammond and Governor Cowper. Two of the state agencies that I spent a great deal of time with are the Department of Natural Resources (including the Division of Agriculture and the Agriculture Revolving Loan Fund) and Department of Revenue.

For references, please contact (i) Gail Schubert, Chief Executive Officer, Bering Straits Native Corporation (907-830-2946); (ii) Valorie Walker, Director of Finance, Alaska Industrial Development and Export Authority (907-771-3011); (iii) Dennis Byler, President/Owner, Byler Contracting (907-355-7212); and (iv) Robert Ackles, Managing Member, Settler's Bay Golf Course, LLC (907-355-1807). I have worked on many projects with these four individuals, and they will be happy to discuss the quality and efficiency of my work. I can provide additional references if the City requires.

In terms of compensation for my assistance with the Project, I am willing to work at a reduced hourly rate of \$190 per hour. You should be aware that this rate is much lower than the rate charged by most Valley attorneys, and it is certainly lower than Anchorage attorneys whose rates run in the \$250 to \$400 per hour range. I would like to emphasize that my lower rate is in no way reflective of the quality of my work and my experience. I simply feel this is a fair rate and it allows me to work on matters that interest and challenge me. Additionally, since I am no longer associated with a large law firm, my overhead is significantly lower. When I was associated with a large Anchorage-based firm, my hourly rate was \$250. Further, I will not charge the City for my attendance at City Council meetings.

My invoices are typically sent out monthly, and include detailed summaries of hours and work done for each particular day. Payments are due within thirty days of invoice. I do not require any form of retainer from my clients. With respect to costs, you should know that I do not charge for telephone or fax charges, copies, postage, delivery charges,

Ms. Sara Jansen

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expedited mailings, or internet fees, many of which are typically charged by law firms. The only costs that I would charge are reimbursement for airfare and lodging for travel to the Lower-48 or other areas in Alaska on behalf of the City. Based on my understanding of the Project, I doubt any travel will be necessary. Travel costs will not include trips to and from Anchorage. Costs for third parties assisting the City with the Project, such as engineers, environmental consultants, surveyors and title companies would be billed by and paid directly to the vendor by the City.

I understand that the specific scope of services to be provided needs to be further discussed and agreed upon. I will be working with the understanding that the City will retain separate bond counsel to advise the City on all bond and tax issues related to this transaction. Further, I understand that the City will use the City Attorney to advise the City on municipal matters. Of course, I will work closely with both the bond counsel and the City Attorney.

Please note that I need to disclose to the City that I have and still do represent Crowley Maritime Services ("**Crowley**") on various real estate matters in Alaska. As you are aware, Crowley is one of the property owners in the Mat-Maid block. This situation could arguably be perceived as a conflict of interest on my part, however I have already discussed this issue with Crowley's general counsel, and he is aware of the perceived conflict of interest. Crowley does not view this as a problem and has agreed to provide a written waiver of the perceived conflict. In addition, Crowley will hire other Alaska counsel to represent it on the matter should the City retain my services. To further address the conflict, I should not participate in the sale negotiations with Crowley. The City's staff should be able to negotiate the sale of Crowley's property.

In addition, I have discussed the issue with the Alaska Bar Association's counsel and my malpractice insurer, and they concur in my conclusion on this issue. Also, to further address the appearance of any conflict, I would ask that the City waive the possible conflict situation. Should the City retain me to represent the City on this Project, I would request that the City Manager sign a written waiver in conjunction with the execution of any contracts with the City. Given the steps to be taken as outlined above, I believe any conflict of interest issues will be adequately addressed. I do not believe that there is any risk that my representation of the City will be materially limited by my prior (or any future) representation of Crowley. I do recommend, however, that this issue be disclosed to the City Council during its review of the hiring decision.

In closing, I am very interested in the possibility of representing the City on the Project. I believe my extensive experience and work ethic will benefit the City as it moves forward on this Project. My representation of the City will help ensure that the City's interests are protected. I have enclosed my resume, a certificate of good standing from the Alaska Bar Association, and an outline setting forth issues that need to be addressed regarding the

Project and related deliverables (the "**Project Approach**"). As required by Criteria D of the RFQ, the enclosed Project Approach sets forth the methodology and deliverables that I believe are necessary for the Project to successfully move forward. Also, in response to Criteria B of the RFQ, you are advised that the Law Office of Glen Price is a sole proprietorship.

Below I address additional reasons why I believe it is in the City's best interest to award the Project contract to the Law Office of Glen Price.

- I have extensive experience with commercial real estate transactions in Alaska, including: the negotiation and drafting of purchase and sale agreements and other real estate documents, advising clients on environmental issues, structuring deals, addressing title and survey issues, reviewing and advising clients on financing and appraisal issues, evaluating appraisals, interacting with Borough and state employees, drafting closing instructions, insuring that closing occurs pursuant to and at the time set forth in transaction documents, and many other due diligence issues.

- Since 2000, most of my practice has involved matters in the Mat-Su Valley. This has helped me develop a sound understanding of Valley real estate issues, as well as working relationships with the Valley real estate "community," including title companies, surveyors, engineers, real estate brokers and agents/associates, and both City and Borough employees who work on real property matters.

- My home and office are located in Palmer, so I am readily available to meet with City representatives and the City Council.

- I strongly believe that the City needs an experienced commercial real estate attorney to oversee the Project. I also believe that engineers, title companies, developers, or general consultants lack the legal experience needed to oversee this Project for the City. In my experience, such entities or persons are better utilized to provide assistance to the property owner and its legal counsel.

- I will be the attorney working directly on the Project for the City. Should the City select a larger law firm to represent the City, it is quite likely that associate and junior attorneys will work on a significant part of the Project. Their lack of experience means that the City will fund the learning curve for inexperienced attorneys.

- My hourly rate is \$190 per hour. It is my understanding that other Valley attorneys, who are general practitioners who do not focus their practice on transactional work, charge higher hourly rates. Anchorage attorneys charge in the \$250 to \$300 hourly rate.

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- Since my office is located in Palmer, I will not bill the City for travel time to and from the City of Palmer. It is likely that Anchorage-based firms will bill the City for such travel time.
- I have a depth of experience utilizing and coordinating the services of other professionals in conjunction with commercial real estate transactions, including engineers, title companies, developers, and general consultants.

Thank you for considering my proposal. I am available to discuss my qualifications and to answer any questions, by telephone, e-mail, or in person. I look forward to hearing from you.

Very truly yours,

LAW OFFICE OF GLEN PRICE



Glen Price

gplaw@mtaonline.net

CITY OF PALMER

MAT-MAID BLOCK PROPERTY PURCHASE

RFQ 11-002CM

PROJECT APPROACH

(March 15, 2011)

This Project Approach is provided as part of my proposal to the City of Palmer RFQ 11-002CM, Criteria D. This Project Approach is separated into five sets of Tasks and Deliverables (the "Tasks"). These Tasks should be undertaken concurrently by the City. Tasks should be assigned to the appropriate City staff under the direction of the Project Development Group (the "PDG"). It is suggested that the PDG be established to oversee the Project. The PDG should be comprised of the following persons: City Manager, Deputy City Manager, Director of Community Development, and Real Estate Consultant. Other City staff should be included as part of the PDG as directed by the Chairman of the PDG. The City should consider the possibility of having a Borough person(s) on the PDG. The City Manager shall serve as the Chairman of the PDG. The Real Estate Consultant should be under contract at the start of the implementation of the Tasks. During the Project implementation, the PDG should meet at least once a month. Meetings or work sessions with the City Council should also be scheduled as necessary. This document is based on my current knowledge regarding the Project, and therefore it is a working document which will need further discussion and revisions. It is my intent that once this document is discussed and revised by the PDG, it will be utilized to develop a Project checklist for Tasks, Task Leaders, Timeframes, completion dates, PDG approval, Council approval, etc.

Task #1: Due Diligence/Property Purchases

- PDG initial meeting to discuss Tasks and initial budget.
- PDG decides which Project Tasks must be approved by the City Council. The City Attorney should be consulted on this issue.

- PDG approves Tasks and appoints lead person for each Task.
- PDG approves budget.
- Need to check with City Attorney on "open meeting" law requirements and applicability to PDG meetings.
- Obtain information on Fair Market Value of parcels from Borough tax assessment staff/records.
- Initial contact with each property owner on willingness to sell and, if so, what is the price range they are contemplating. Attempt to get owners to sign an Access Agreement so that the City's contractors can do their investigations. Decide whether want to have sellers sign Letters of Intent.
- Hire environmental firm to undertake Phase I (and Phase II if needed). Check with City Attorney on procurement requirements. Obtain City Council approval if required.
- Hire engineering firm to assist City with soils, site plan, etc. Check on procurement requirements and City Council approval requirements.
- Check on historic preservation concerns with appropriate persons at the state, Borough and City. The tower and perhaps some of the structures may fall in the historic preservation purview.
- Order Preliminary Title Commitments for each property. Check with City Attorney on procurement requirements. Negotiate costs with the title company based on the seven parcels being under one title policy.
- If environmental OK, move ahead with Project. If environmental not OK (duty to report to DEC pursuant to Alaska Statute 46.09.010) initiate talks with DEC on possible allowed uses, remediation requirements, mitigation, and a no-action letter. Assess risks to City as the owner of the properties,
- Order property appraisals. Check procurement requirements and need for City Council approval. Discuss lower price with appraiser based on seven parcels.
- Research and discuss the possibility of any of the owners contributing their property as a donation or in exchange for City land. Obtain City Council approval if required.
- Review state of title on each parcel and develop issues list so that they can be resolved with the property owners and/or with the title company.
- Meet with each property owner and discuss possible offer price from City and major deal terms and contingencies.
- Draft and sign Purchase Agreements with contingencies (all properties must be obtained for under \$3M, additional due diligence, title review, sale of bonds, closing all in escrow and coordination with bond sale). Is City Council approval required?
- Draft Closing Instructions and approval by sellers and counsel, City, bond group, maybe state/ARLF. Coordinate timelines that are being used—with City, sellers, state, bond counsel, etc.
- Obtain all necessary authority resolutions from involved parties and from City Council.
- Finish due diligence on all properties.
- Decide if Attorney opinions are required.

Task #2: Bond Sale

- Select Bond Counsel. Does City Council have to approve/is procurement required.
- Preliminary discussions with Bound Counsel on project, tasks, deliverables, timing and ancillary issues.
- Discuss whether private parties can donate and if affects bonds.
- Prepare for bond sale.
- Determine how to have joint closing with property sales and bonds.

Task #3: ARLF Property

- Discussions with State ALRF on sale/donation. AS 03.10.050(g) provides that the Division of Agriculture must "maximize return to state." May have to amend statutes through legislation.
- Discuss issue with Legislative delegation on ARLF land.
- Consider a land exchange.
- Negotiate and draft purchase agreement and include ARLF into closing instructions.

Task #4: Development of Property

- Discussions with Council on use of property and if OK to buy land before use decided.
- Discuss "public purposes of the City" ballot proposition language. Need to begin developing ideas for use of property.
- Feasibility analysis—consider \$\$ and architect.
- Funding for project—Legislature, Congress, Borough, City, bonds.
- If City had a set leases ready to go, could revenue bonds be used?
- See if AIDEA involvement possible—as a major project using AIDEA bonds or as AIDEA/Bank loan.
- Develop Project plans and specifications
- Possible uses—Borough offices, court system, troopers, conference center, etc.
- Possible grants—Brownfields Grant Program, others.
- Selection of General Contractor.
- Enter into Construction Agreement and ancillary documents.

Task #5: Permitting and Platting

- Develop list of necessary permits and approvals (the "*Permits*")—City, Borough, State, etc.
- Make necessary contacts on Permits and apply for them.
- Follow-up to ensure that Permits are issued in a timely manner.
- Decide whether City wants to replat the seven parcels into one parcel. If so, will need a surveyor to survey and undertake platting process. Check on procurement and City Council approval requirements.
- If City wants to replat, ensure that sellers will sign plat. If instead, there is a decision to replat after the City becomes owner, these signatures are not required
- Ensure platting and permitting is included in check list, particularly timelines.

LAW OFFICE OF GLEN PRICE

P.O. BOX 4739

PALMER, ALASKA 99645

Phone: (907) 746-5970

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gplaw@mtaonline.net

PERSONAL:

Born August 6, 1955
Resident of Alaska since 1979

ADMITTED TO LAW PRACTICE:

Alaska, 1990

PROFESSIONAL EXPERIENCE:

Law Office of Glen Price
P.O. Box 4739
Palmer, Alaska 99645
Phone: (907) 746-5970
Owner, July 2007-Present

Landye Bennett Blumstein LLP
1981 East Palmer-Wasilla Highway, Suite 220
Wasilla, Alaska 99654
Phone: (907) 376-5955
Partner, May 2004-July 2007
Of Counsel May 2003-May 2004

Law Office of Glen Price
Owner, December 2000-April 2003

Foster Pepper Rubini & Reeves LLC
Member, 1998 - November 2000
Associate, 1995-1998
(Foster Pepper & Shefelman)

Birch, Horton, Bittner & Cherot
Associate, 1991-1995

Middleton, Timme & McKay
Associate, 1990-1991

State of Alaska Governor's Office Management and Budget,
Juneau, Alaska, Senior Budget Analyst - 1982-1987

Served as key budget advisor to the Governor, Cabinet
and various state agencies.

PRACTICE AREAS:

Practice concentrates in commercial real estate; corporate formation and maintenance; business transactions (including with both Alaska and Lower-48 businesses, both large and small); Alaska Native law; particular experience in commercial real estate deals, including development projects and land exchanges; corporate formation and business advice; commercial transactions; business sale/acquisition work and contract drafting/negotiating experience; experience representing Alaska Native Claim Settlement Act Regional and Village Corporations, including general corporate issues, real estate, resource development transactions and environmental issues.

EDUCATION:

Northwestern School of Law, Lewis and Clark College, J.D., *cum laude*, 1989

Certificate in Environmental and Natural Resources Law, 1989, Northwestern School of Law, Lewis and Clark College

Vermont Law School, Master of Studies in Environmental Law, *cum laude*, 1982

University of Alaska, B.S., Natural Resources Management, 1981

SUNY College of Environmental Science & Forestry-February 1976-July 1978

ALASKA BAR
ASSOCIATION

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

I, Deborah O'Regan, Executive Director of the Alaska Bar Association and custodian of its records hereby certify that **Glen Price** was admitted to the Alaska Bar Association and to the practice of law in this State since June of 1990; and is presently an active member in good standing of the Alaska Bar Association.

IN WITNESS WHEREOF, I have here unto set my hand on this the 14th day of March, 2011.



ALASKA BAR ASSOCIATION

A handwritten signature in black ink that reads "Deborah O'Regan".

Deborah O'Regan
Executive Director

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Request for Qualifications

Consulting Services for the City of Palmer Purchase of the Mat-Maid Block Properties

**City of Palmer
City Manager's Office
231 W. Evergreen Avenue
Palmer, AK 99645**

**Deadline for Submittal:
March 22, 2011
No later than 2:00 pm**

Issued: March 2, 2011

**REQUEST FOR QUALIFICATIONS and PROPOSAL
RFQ 11-002CM**

REAL ESTATE CONSULTANT

City of Palmer, Alaska

1.0 Background

On October 5, 2010 the City of Palmer voters approved Proposition 2 to issue no more than three million dollars (\$3,000,000) in general obligation bonds to pay the costs of acquiring the real property located on the City Block known as the Mat-Maid Block.

There are seven parcels in the block which total 8.74 acres. One of the parcels is currently held by the State of Alaska, Division of Agriculture, Agriculture Revolving Loan Fund. One parcel is owned by Crowley Petroleum, a multi-national company and another is owned by the non-profit Palmer Arts Council. The remaining four parcels are in private ownership.

2.0 Purpose

The City of Palmer is issuing a Request for Qualifications from professionals with experience in complex real estate transactions to assist the City in purchasing the seven parcels of land in the Mat-Maid Block. The City seeks a professional who will play a key role in representing the City's interests in the purchase of the properties.

3.0 Objective

The objective of this RFQ is to identify a real estate professional that can advise and assist the City with the purchase of the seven parcels, ensure parcels are environmentally sound, negotiate with property owners, coordinate purchases with the issuance of municipal general revenue bonds through the Alaska Bond Bank Authority, and complete the transactions in a timely manner.

4.0 Scope of Services

The City of Palmer is seeking a qualified consultant to perform a specialized range of potential services. This list does not define the scope of work for the entire project – it simply provides examples of the type of tasks the City may request from a qualified consultant. Specific tasks will be identified when the work plan is finalized.

Key Components of Consultant's Scope of Work

- a) Advise City on all aspects of the process from planning through execution
- b) Establish project work plan and time line
- c) Contact property owners and assess willingness to sell; establish initial price range

- d) Advise City on due diligence process including title searches, Phase I Environmental Assessments, and other matters. Work with owners to assess and develop plan for remediation if any contamination issues are identified.
- e) Order Appraisals
- f) Identify historical preservation concerns
- g) Work with City's bond council to assist City staff in coordinating bond sales through the Alaska Bond Bank Authority
- h) Negotiate purchases and draft purchase agreements with contingencies
- i) Draft closing instructions
- j) Coordinate sale of properties at one time through a title company
- k) Identify best method(s) to protect options for public/private partnerships in future development
- l) Work with State of Alaska, Agricultural Revolving Loan Fund on parcel held by that agency group
- m) Interface with City on planning for the block's development

5.0 Submittal Requirements

Responses to this RFQ must contain the following information:

- a) A cover letter/statement of interest indicating the consultant's interest in the project and willingness to enter into a contract with the City of Palmer. The letter shall be signed by consultant and/or officer of the company who has the authority to commit their firm to the proposed project.
- b) A summary of the consultant's experience as it relates to the draft scope of work
- c) A description of a minimum of three (3) similar projects
- d) A minimum of three (3) references
- e) Employment or firm background
- f) Professional licenses
- g) Location of office

The Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of each section. Standard brochures and specifications may be submitted as additional material, but shall not be submitted as the primary qualification data.

Responses shall be limited to no more than ten (10) sheets excluding references, resumes and covers.

6.0 Proposal Specifications: The following specifications must be adhered to in order to qualify your bid:

- a) Submit one unbound original and three copies of the sealed bid or proposal to:
 - City of Palmer
 - Attn: Sara Jansen
 - 231 W. Evergreen Avenue
 - Palmer, Alaska 99645

- b) Outside of sealed envelope **MUST** be clearly marked "**Real Estate Consultant Proposal**". If the envelope is not marked and is opened in error, the proposal/bid may be disqualified.
- c) Any envelope received after the time specified on the Request For Qualifications will be refused and will be returned unopened to the originator. It is the responsibility of the proposer to make sure the document is delivered by the deadline. If the courier service chosen arrives after the deadline, the delivery time will be recorded on the bid envelope before being returned to the sender. There are no exceptions to this policy. If a copy of the Proposal score sheet is being requested, please include a stamped, self-addressed envelope with your proposal.

Protest:

A protest based on alleged improprieties or ambiguities in this request for qualifications must be filed at least (five) five days before the due date of the proposal. Consultants wishing to file a formal bid protest concerning an bid award/recommendation shall submit the protest in writing including the name, address, telephone number, and continuously operating fax number of the protester, identification of the request at issue, and a detailed statement of the legal and factual grounds for the protest to the City Manager's Office, Attn: Sara Jansen, 231 W. Evergreen Avenue, Palmer, Alaska 99645 within two working days after a notice of intent to award the contract is issued pursuant to Palmer Municipal Code 3.21.290. Upon receipt, the City Manager will review the protest. The City shall send a written response regarding the protest to all the vendors that participated in the bid submittal.

7.0 Schedule

Sealed responses for **RFQ 11-002CM, Real Estate Consultant**, will be received until **2:00 p.m. March 22, 2011**, at the Palmer City Hall, Attn. Sara Jansen, 231 W. Evergreen Avenue Palmer, Alaska 99645. All sealed responses being hand delivered must be time stamped and logged in at the information desk. The sealed envelopes must be clearly marked "**Real Estate Consultant Proposal**". The City assumes no responsibility for responses received after the due date and time, or at any office other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. Late responses shall be returned unopened, and shall not be considered for selection. There will be no exception to this policy.

8.0 Method of Selection

Selection Process: From the responses received, the City anticipates at least two (2) firms/individuals may be selected for further evaluation based on the established evaluation criteria. These firms/individuals may be requested to submit additional information concerning past performance with previous work, references, etc. These firms/individuals may be required to make an oral presentation to the Selection Team. Such a presentation will provide an opportunity for the firms to clarify the

information provided in their proposal. If oral presentations are given, the final decision of the Selection Team will be based only on the tabulation from the oral presentations, the initial ranking will not be used. The Selection Team will present its recommendations to the Palmer City Council, which has the authority to make the final determination and award contracts.

Evaluation Criteria: The qualifications shall be evaluated using the following criteria:

	Criteria	Points
A.	RELEVANT EXPERIENCE – Provide detailed relevant experience of similar projects which includes names of clients, contact person and current phone numbers, brief description of service performed, date of service. The City may contact any or all of the listed clients for a reference.	30
B.	PROFESSIONAL QUALIFICATIONS – Provide a brief description of your background and identify the scope and nature of services routinely performed by you and/or your firm. Identify the type of business (corporation, partnership, sole proprietor, etc.).	20
C.	PROJECT PERSONNEL - Provide information on the qualifications and work histories of personnel proposed for this project. Include organization profile and proposed project management, specific names and functions of personnel assigned to the project, and evidence of current professional registration for each person identified, Briefly describe each team members' role on this project and the time each person is expected to work on the project.	15
D.	PROJECT APPROACH – Describe the methodology to be employed in completing the tasks and deliverables of this RFQ.	15
E.	OTHER FACTORS – Consultants capacity and willingness to proceed, willingness to abide by the City's standard form agreements with few or no objection or changes, and relevant factors impacting the quality and value of work.	10
F.	PROPOSED FEE – The cost the consultant proposes to the City for performance of the services required under this solicitation.	<u>10</u>
	MAXIMUM TOTAL POINTS	100

Final Selection: The City will enter into negotiations with the consultant evaluated to be the most qualified based on the criteria defined above. If fair and reasonable compensation, contract requirements, and contract document can be agreed upon with the most qualified proposer, the contract will be awarded to that consultant.

9.0 General Information

Addenda and Interpretation: Any request for interpretation or requests for changes to response specifications received by the City before 2:00 p.m. March 16, 2011, will be given consideration. All requests should be faxed to 907-745-0930, Attn: Sara Jansen or emailed to sjansen@palmerak.org. Any changes made to this RFQ will be made in writing in the form of an addendum and if issued, will be mailed or sent by electronic means to all prospective respondents prior to the established response opening date. The Consultant shall acknowledge receipt of such addenda in the space provided therefore in the Bid/Response form.

In the event any consultant fails to acknowledge receipt of such addenda or addendum, his/her Proposal will nevertheless be construed as though it has been received and acknowledged and the submission of his/her proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the Proposal Documents and each consultant will be bound by such addenda, whether or not received by the consultant. It is the responsibility of each consultant to verify that he/she has received all addenda issued before the proposals are due.

Business Registration and Taxation: Consultants shall be properly licensed and insured in accordance with City policy and codes.

Contact: Questions from prospective candidates/firms can be directed to Sara Jansen at sjansen@palmerak.org.

Expenses Incurred in Preparation and Submittal of Proposal: The consultant shall be fully responsible for any and all expenses incurred in the preparation and submittal of this proposal. The City will accept no financial responsibility whatsoever as it relates to this proposal.

Hold Harmless Agreement: As a part of the agreement with the City and for the same consideration as provided for in the contract, the Consultant agrees to the fullest extent permitted by law to indemnify, hold harmless and defend the City, its officials and employees from and against all claims, damages, losses and expenses including attorneys' fees and appellate attorney's' fee arising out of or resulting from the performance of the work , providing that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or the injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or its agents or employees by the employee of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the consultant or any subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

Nondiscrimination: City of Palmer policy requires Consultants, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act. Furthermore, City policy requires that vendors, contractors, consultants will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status.

Professional Services Agreement: The consultant selected as the successful responder will be expected to enter into a Professional Services Agreement with the City of Palmer. A copy is attached to this RFQ.

Public Records: Respondents should familiarize themselves with the provisions of the Public Records Law, AS 40.25.110-120. Contents of proposals, bid tabulations and evaluations will become a public record pursuant to AS 40.25.110-120 upon the City Council's approval of a contract award.

Term: It is the intent of the City to enter into a contract with the successful proposer for the length of the project.

10. MINIMUM INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors. Insurance shall be obtained from insurance companies that are permitted carriers by the state of Alaska for the types of insurance required by the City.

Workers Compensation

\$500,000 Employers Liability and Workers Compensation as required by Alaska State Workers Compensation statutes

Minimum Limits

Statutory

Comprehensive General Liability

Bodily Injury and Property Damage Liability
Premises Operations including explosion, collapse, and underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual; Personal Injury; Owner's/Contractor's Protection

Minimum Limits

\$1,000,000
Combined Limit
Each Occurrence
and \$2,000,000
Aggregate

Comprehensive Automobile Liability

Bodily Injury and Property Damage, including all owned , hired and non-owned automobiles

Minimum Limits

\$1,000,000
Combined Limit
per Accident



Request for Qualifications

ADDENDUM #1

Consulting Services for the City of Palmer Purchase of the Mat-Maid Block Properties

**City of Palmer
City Manager's Office
231 W. Evergreen Avenue
Palmer, AK 99645**

**Deadline for Submittal:
March 22, 2011
No later than 2:00 pm**

RFQ Issued: March 2, 2011

Addendum #1 Issued: March 17, 2011



RFQ Correction #1:

5.0 Submittal Requirements, Page 2

Currently says: Responses should be no more than ten (10) pages.

Should say: Responses should be no more than **twenty (20)** pages.

RFQ Clarification #1

8.0 Method of Selection Proposed Fee, Page 6

Questions have been received about the nature of the fee. If the proposer wishes to offer an hourly fee that is acceptable, however it would be helpful to have an estimate from each consultant of an anticipated overall cost.

City of Palmer RFQ 11-002CM
 Consulting Services for the City of Palmer
 Purchase of the Mat-Maid Block Properties

Proposer: DOWL - HKM

	Criteria	Poss- ible Points	#1	#2	#3
A.	RELEVANT EXPERIENCE – Provide detailed relevant experience of similar projects which includes names of clients, contact person and current phone numbers, brief description of service performed, date of service. The City may contact any or all of the listed clients for a reference.	30	30	28	22
B.	PROFESSIONAL QUALIFICATIONS – Provide a brief description of your background and identify the scope and nature of services routinely performed by you and/or your firm. Identify the type of business (corporation, partnership, sole proprietor, etc.).	20	15	20	18
C.	PROJECT PERSONNEL - Provide information on the qualifications and work histories of personnel proposed for this project. Include organization profile and proposed project management, specific names and functions of personnel assigned to the project, and evidence of current professional registration for each person identified, Briefly describe each team members' role on this project and the time each person is expected to work on the project.	15	12	10	12
D.	PROJECT APPROACH – Describe the methodology to be employed in completing the tasks and deliverables of this RFQ.	15	15	15	12
E.	OTHER FACTORS – Consultants capacity and willingness to proceed, willingness to abide by the City's standard form agreements with few or no objection or changes, and relevant factors impacting the quality and value of work.	10	5	10	10
F.	PROPOSED FEE – The cost the consultant proposes to the City for performance of the services required under this solicitation.	<u>10</u>	<u>7</u>	<u>5</u>	<u>9</u>
	Maximum Total Points	100			
	Proposal Score		84	88	83

Total Score: 255

City of Palmer RFQ 11-002CM
 Consulting Services for the City of Palmer
 Purchase of the Mat-Maid Block Properties

Proposer: Law Office of Glenn Price

	Criteria	Poss- ible Points	#1	#2	#3
A.	RELEVANT EXPERIENCE – Provide detailed relevant experience of similar projects which includes names of clients, contact person and current phone numbers, brief description of service performed, date of service. The City may contact any or all of the listed clients for a reference.	30	30	28	22
B.	PROFESSIONAL QUALIFICATIONS – Provide a brief description of your background and identify the scope and nature of services routinely performed by you and/or your firm. Identify the type of business (corporation, partnership, sole proprietor, etc.).	20	15	20	18
C.	PROJECT PERSONNEL - Provide information on the qualifications and work histories of personnel proposed for this project. Include organization profile and proposed project management, specific names and functions of personnel assigned to the project, and evidence of current professional registration for each person identified, Briefly describe each team members' role on this project and the time each person is expected to work on the project.	15	12	10	12
D.	PROJECT APPROACH – Describe the methodology to be employed in completing the tasks and deliverables of this RFQ.	15	15	15	12
E.	OTHER FACTORS – Consultants capacity and willingness to proceed, willingness to abide by the City's standard form agreements with few or no objection or changes, and relevant factors impacting the quality and value of work.	10	5	10	10
F.	PROPOSED FEE – The cost the consultant proposes to the City for performance of the services required under this solicitation.	<u>10</u>	<u>7</u>	<u>5</u>	<u>9</u>
	Maximum Total Points	100			
	Proposal Score		84	88	83

Total Score: 255

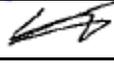
CITY OF PALMER INFORMATION MEMORANDUM No. 10-004

SUBJECT: Resolution No. 10-076: Re-appropriating \$80,000 from the General Fund (01) 2010 Budget to the Capital Project Fund (08) for Professional Services of the Mat Maid Property

AGENDA OF: December 14, 2010

Council action:	Adopted
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Approved for presentation by Douglas B. Griffin, City Manager 

Route To:	Department/Individual:	Initials/Date:	Remarks:
X	Originator – City Manager		
X	City Clerk	 12/3/10	
X	City Attorney	 12/3/10	
	Director of Administration		
	Director of Community Development		
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

Attachment(s): Resolution 10-076

Certification of Funds:

	No fiscal impact.	
X	Funds are budgeted from this account number: 01-01-05-6XXX 01-01-12-6XXX, 01-12-10-6XXX	\$80,000
	Funds are not budgeted. Budget modification is required. Affected account number:	
	Unrestricted/undesignated fund balance (after budget modification):	

Director of Administration Signature: 

Summary statement: The Administration has identified \$80,000 in 2010 budgeted funds expected to lapse and requests the funds be re-appropriated to a non-lapsing account for professional services needed for planning and research pertaining to acquisition of the Mat Maid property. Allocation of existing funds allows the project to begin immediately and to forestall bond sales until a later date.

Funds from the Manager’s Office, Community Development and the Public Safety budgets that

are expected to lapse are available due to a vacant airport/economic development manager position, cancellation of the lobbyist contract, and remaining funds in the personal leave cash in accounts in the manager's budget (\$60,000) and in personal leave cash in and legal fees in both the community development (\$7,000) and public safety (\$13,000) budgets.

Administration recommendation: Approve resolution no. 10-076.

Introduced by: City Manager Griffin
Date: December 14, 2010
Action: Adopted
Vote: Unanimous

Yes:	No:
Best	
Erbey	
Vanover	
Brown	
DeVries	
Johnson	

CITY OF PALMER, ALASKA

RESOLUTION NO. 10-076

A RESOLUTION OF THE PALMER CITY COUNCIL REAPPROPRIATING \$80,000 FROM THE GENERAL FUND (01) TO THE CAPITAL PROJECT FUND (08) FOR PROFESSIONAL SERVICES OF THE MAT MAID PROPERTY AND APPROVING THE SCOPE OF WORK AND BUDGET

WHEREAS, the City of Palmer voters approved a general obligation bond of \$3,000,000 to purchase the property known as the Matanuska Maid Block at the October 5, 2010 election; and

WHEREAS; the City has identified all the parcels contained in the block; and

WHEREAS, there is a need for advance planning and research prior to making offers to purchase the land; and

WHEREAS, there are funds in the City Manager's Office which will lapse at the end of the 2010 fiscal year due to the vacant Community Development/Airport Manager position, cancellation of the lobbyist contract and remaining funds in the personal leave cash-in account in the amount of \$60,000; and

WHEREAS, there are \$7,000 in the Community Development and \$13,000 in the Public Safety budgets which will lapse at the end of the 2010 fiscal year due to remaining funds in the personal leave cash-in and legal accounts.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council re-appropriating \$80,000 from the following general fund (01) departments to the capital project fund accepting and approving the scope of work and budget for professional services of the Mat Maid property.

ORIGINAL SCOPE OF WORK

BUDGET

Manager's Budget:	
01-01-05-6011	\$42,400
01-01-05-6019	\$ 5,000
01-01-05-6098	\$12,600
Community Development:	
01-01-12-6019	\$ 2,000
01-01-12-6027	\$ 5,000
Public Safety:	
01-12-10-6019	\$10,000
01-12-70-6019	<u>\$ 3,000</u>
Total Funding Source	\$80,000

Passed and approved by the City Council of the City of Palmer, Alaska this fourteenth day of December, 2010.

Delena Goodwin Johnson, Mayor

Janette M. Bower, MMC, City Clerk