

# Informal Request for Proposals, IRFP 16048 Appraisal Services for AIDEA's Skagway Ore Terminal

## September 30, 2015

Contact, Althea Clapp, Senior Contracting Officer, Telephone 907-771-3018

Submit one electronic copy by email to <u>aclapp@aidea.org</u> no later than <u>3:00 p.m. Alaska Time</u> <u>on October 28, 2015</u>.

#### 1. Scope of Services

#### Project Scope of Work

AIDEA is requesting responses for a commercial appraisal of AIDEA's property known as the Skagway Ore Terminal ("the Asset"), located in Skagway, Alaska. AIDEA shall provide a copy of its executed lease agreement and any requested backup information.

The appraisal and report shall be according to Uniform Standards of Professional Appraisal Practices (USPAP). The Asset consists of a 6.7 acre industrial waterfront lot and its primary features include:

- 98,000 square foot 16-inch thick concrete floor surrounded by concrete containment walls;
- Concentrate storage building;
- Office, shop, laboratory, electrical and wash buildings;
- Enclosed materials handling loadout conveyors and shiploader capable of sustained mineral concentrate loadout of about 900 tons per hour;
- About 5 acres of the lot which includes an asphalt area and a concrete pad; and
- Adjacent lot (.37 acres) which contains a fueling facility and tank farm, consisting of four 30,000 gallon storage tanks and two 10,000 gallon day tanks.

The Appraiser, who is awarded a contract, shall provide the following services:

a) Meet with AIDEA to initiate the appraisal effort and to discuss the project scope and concerns.

b) Review the following reference documents provided by AIDEA, and AIDEA will facilitate a tour of the terminal.

b.1) User Agreement with current tenant, Minto Explorations Ltd and its parent company Capstone Mining Corp.

b.2) Horan and Company, LLC Limited Appraisal, 2005

c) Appraise the Skagway Ore Terminal and recommend a market based sales price. The appraisal shall consider market rates for similar facilities.

#### Deliverables

Contractor shall provide one (1) final hardcopy of the appraisal report.

The report shall clearly identify the market value of the facility, buildings and equipment; recommended sale price. Any supporting information or other background information used in the report shall be included as attachments, as necessary.

#### Schedule

The Appraiser shall provide AIDEA with a schedule which includes a timeline for the a) preliminary findings, b) followed by a final draft appraisal (allow AIDEA 3-weeks to respond) and c) an estimated date for the Final report.

The Appraiser may be requested to provide a presentation to AIDEA's Board, this may be negotiated on a need basis.

#### **Proposal Response**

AIDEA has provided in WORD a submittal document for proposing (attached). Please use the format provided in Word to submit your proposal. The proposal shall briefly identify the qualifications of the primary individual that will be performing the analysis, their proposed billing rate(s) and the Not-to-Exceed (NTE) costs for the project.

A committee of two AIDEA employees shall evaluate the proposals based on the following criteria:

1. Scope of Services (15%). Briefly describe how your firm will accomplish the services required and your understanding of this appraisal.

2. Schedule (15%). Proposed schedule.

3. Personnel and Firm's Qualifications (45%). Provide a brief description of the proposed individual or individuals that will perform the majority of the analysis and their history with ore terminal appraisals or similar appraisals. AIDEA requires a qualified appraiser, who can provide AIDEA with an appraisal of the Skagway Ore Terminal's current market value and recommend a potential sale price. The Appraiser must have expertise in current market analysis, contracts and commercial appraisals. It is beneficial to have knowledge of the mining industry.

4. Cost (20%). Provide a not-to-exceed cost in U.S. dollars, to deliver the draft and final report as identified above. The NTE cost shall also be accompanied by fully loaded, billable rates for the proposed team member(s). Any anticipated travel or other non-personnel related costs/expenses shall also be identified. All travel and expenses shall be billed at cost in accordance with State of Alaska per diem requirements (http://doa.alaska.gov/dof/travel/trav\_acct.html).

- 5. Alaska Preference (5%).
- 6. Return attached Debarment Certificate with proposal response.

This solicitation does not guarantee a contract will be awarded. All proposals may be summarily rejected. The successful shall be required to submit certificate of insurance, and may be required to provide a W-9 emailed to your firm by AIDEA in order to set the entity up in our Accounting system.

### 2. Insurance & Indemnification Requirements (required at time of contract award)

Article 1. Indemnification

The Contractor shall indemnify, defend and hold harmless the Authority from and against any claim of,

or liability for, negligent acts, errors and omissions of the Contractor under this contract. The Contractor shall not be required to indemnify, defend or hold harmless the Authority for a claim of, or liability for, the independent negligent acts, errors and omissions of the Authority. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor and Authority, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "Authority" include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, or omissions" means negligence other than in the Authority's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

#### Article 2. Insurance

Without limiting Contractor's indemnification obligation, Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Authority shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. For Contractor's services performed in Alaska, all insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the Authority and the State of Alaska

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this contract with minimum coverage limits of \$300,000 combined single limit per occurrence.

(Revised 12-11)

# ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY AND ALASKA ENERGY AUTHORITY

# CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND **VOLUNTARY EXCLUSION**

Contractor

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I,\_\_\_\_\_\_ hereby certify on behalf

(Name and title of official)

of that:

(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20

By: (Signature of authorized official)

(Title of authorized official)