

Procurement Department 813 W Northern Lights Blvd Anchorage, AK 99503

RETURN BY EMAIL

procurement@aidea.org

REQUEST FOR QUOTATION

RFQ NO: **23138**

Quotations due on/before

1:00 PM Local Time 06/29/2023

Real Estate Appraisal Services for FedEx Hanger

Page 1 of <u>4</u> **Date:** 06/21/2023

VENDOR NOTICE (This is NOT a Purchase Order)

This is an **informal quotation** that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the **best lump sum fixed fee**. Please return the quotation by the above time and date to the address: procurement@aidea.org. Please reference the RFQ number on the SUBJECT of the email.

DELIVERY LOCATION:

Alaska Industrial Development and Export Authority 813 W Northern Lights Blvd. Anchorage, AK 99503

PROCUREMENT OFFICER:

Daniela Patterson (907) 771-3026 procurement@aidea.org

VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	The Appraiser shall provide AIDEA with a final appraisal by July 28, 2023. The Appraiser shall provide a presentation to AIDEA's Board, upon request.	1	lump sum fixed fee		
	Estimated Hours:				
	Submit with proof of current real estate appraiser MAI designation				
	Submit with proof of current real estate appraiser Professional License #: Type: Certified General Real Estate Appraiser				
	By signature on their proposal, the Offeror certifies that all services provided under this contract by the contractor shall be performed in the United States.				
	By signature on this Request for Quotation , the offeror certifies that all services provided under this contract comply with the requirement accordingly to the Description of Services .				
	Award will be made based on lowest , responsive and responsible quote that meets all specifications and delivery requirements. Alaska Industrial Development and Export Authority reserves the right to reject any or all quotes.				

THIS SECTION MUST BE COMPLETED BY VENDOR						
Delivery shall be made calendar days after Payment Terms:					ter receipt of order.	
Company Name	Address	City	State	ZIP Code	Phone Number	
Alaska Business License No.	Vendor Tax I.D. No.	Do ye	ou qualify for the . [] Yes		rs' Preference?	
		Do y	ou qualify for the		an Preference?	
			[] Yes	s [] No		
Signature	Date	-	Typed N	lame and Title	 e	

INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

- 1. REQUEST FOR QUOTATION (RFQ) REVIEW: Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
- 2. QUOTATION FORMS: Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 3. SUBMISSION: Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- 4. QUOTE REJECTION: The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- **5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- **6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
- 7. PRICES: The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal Internal Revenue Code of 1986 (IRC), Section 4121 on the purchase of coal;
 - "Gas Guzzler" IRC, Section 4064 on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo IRC, Section 4271 on the purchase of property transportation services by air;
 - Air Passenger IRC, Section 4261 on the purchase of passenger transportation services by air carriers;
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) IRC, Section 4081 on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
- **8. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
- **9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
- 10. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made
- 11. INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 12. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- **13. TITLE:** Title passes to the State for each item at FOB destination.
- 14. FILING A PROTEST: An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

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INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

- **15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- **16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 17. SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- **18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
- 19. QUOTE PREPARATION COSTS: The State is not liable for any costs incurred by the offeror in quote preparation.
- **20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.
- 21. CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 22. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 23. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 24. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 25. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 26. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.
- 27. CONTRACT EXTENSION: Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 28. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 29. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 632.
- **30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- **31. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

- **32. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- **33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.
- **34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- **35. OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
- **36. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- **37. ALASKA BIDDER PREFERENCE**: The award of a contract based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)
- **38. ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. AS 36.30.321(i)
- **39. USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.
- **40. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.
- **41. ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
- **42. EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).
- **43. ALASKANS WITH DISABILITIES PREFERENCE**: If a bidder qualifies for the Alaskan bidder's preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined AS 36.30.321(d), the will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.
- **44. PREFERENCE QUALIFICATION LETTER:** Regarding preferences 42 and 43 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan: [1] employment programs that qualify for preference and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 42 or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the quote is opened, and must attach a copy of their certification letter to their quote. The bidder's failure to provide this certification letter with their quote will cause the State to disallow the preference.



procurement@aidea.org

DESCRIPTION OF SERVICES

iRFQ NO: 23138
Quotations due on/before
1:00 PM Alaska Time
06/29/2023

Real Estate Appraisal Services for FedEx Hanger

Date: 06/21/2023

Introduction:

Alaska Industrial Development and Export Authority (AIDEA or the Authority), is requesting lump sum fixed fee proposals from interested firms to provide AIDEA with real estate appraisal services.

AIDEA's Mission

The mission of AIDEA is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment.

AIDEA's Development Finance Program allows AIDEA to invest in infrastructure (AS 44.88.070). To justify its participation, AIDEA must find projects that are economically and financially feasible, the applicants are financially responsible, and the projects are economically feasible to the State. Projects must show repayment of investment AIDEA makes, create jobs within the State, and mitigation of any increased demands on public facilities.

Background

FedEx has leased an Aircraft Maintenance Facility (hanger) and adjacent Fire Suppression facility from the Authority since 1995 (together "FedEx Hanger"). The lease will expire in 2027 and FedEx has requested a lease extension. Before considering a lease extension, AIDEA will contract for an appraisal and industry forecast. There is currently no litigation associated with the FedEx Hanger.

- 1. The Agreement for Financing, Construction and Lease of Aircraft Maintenance Facility between AIDEA and FedEx (August 19, 1992) expires July 31, 2023 (Per section 6.2m the term expires 20-years after the In-service date, which was later determined to be March 15, 1995).
- 2. The Agreement for Financing, Use and Maintenance for Fire Suppression Services (February 25, 1993) expires July 31, 2023(per AIDEA letter agreement dated November 29, 1993). The Fire Suppression Facility was designed to accommodate multiple hangars, by adding additional fire pumps as needed.
- 3. The facilities are located on two (2) separate parcels leased by AIDEA from Ted Stevens Anchorage International Airport (TSAIA) airport property leases:
 - 3.1 Hanger lease number ADA-32551, located at Lot 4F, Block 20, T13N R4W SEC 28, initial term from January 1, 2027 to January 1, 2062; the lease was transferred to AIDEA.
 - 3.2 Fire Suppression Facility lease number ADA-32552, located at Lot 6, Block 26, T13N R4W SEC 21, initial term from January 15, 2027 to January 15, 2062; the lease was transferred to AIDEA.



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Real Estate Appraisal Services for FedEx Hanger

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- 3.3 Both property leases include options for two (2) ten-year extensions.
- 3.4 Both leases indicate that the lessor (TSAIA) will issue an amendment one-year prior to the expiration of a term and the lessee will have 60-days to accept. In addition, the lessee may exercise more than one option at a time via notice to the lessor one-year and 90-dys before the expiration of a term.

Scope of Services

AIDEA requires a qualified Appraiser, who can provide AIDEA with an appraisal of the FedEx Hanger's current market value in "As-Is" and "At Completion" while taking into account the ~\$16M in improvements approved by AIDEA's board in Resolution 23-05, please see attached Exhibit A, recommend a market base lease rate, provide a business forecast for the airfreight and logistic industry, and recommend a potential sale price.

The Appraiser must have expertise in current market analysis, knowledge of airport leasing practices, contracts, and lease agreement, and commercial appraisals. It is beneficial to have knowledge of airfreight and logistics industry.

Appraiser shall hold a current certification, issued by the State of Alaska, as a general real estate appraiser with an MAI designation.

The Appraiser shall provide the following services:

- a) Review the reference documents noted above, and tour the facilities (AIDEA Owned Assets Manager will arrange for the tour and security passes).
- b) Meet with the Authority to initiate the appraisal effort and to discuss the project scope, concerns and issues.
- c) Appraise the FedEx Hanger and recommend a market based lease rate and sales price. The appraisal shall consider market rates for similar facilities in the U.S. and Pacific Rim.
- d) Provide a business forecast for the airfreight and logistics industry and discuss how the forecast may affect these activities at both the TSAIA and the hanger. The forecast will include but not be limited to consideration of potential changes in the business environment, aircraft types (size, range, fuel efficiency, capacity) competing airports and publically available information on airfreight and logistic companies.



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Real Estate Appraisal Services for FedEx Hanger

Date: 06/21/2023

Deliverables

The Appraiser shall provide AIDEA with a final appraisal by **July 28, 2023.** The Appraiser shall provide a presentation to AIDEA's Board, upon request.

Questions

Submit questions by email to Daniela Patterson, procurement@aidea.org

Quotations due on/before

Quotation is due no later than 1:00 p.m. Alaska Standard time, June 29, 2023.

Offerors must submit quote via email, please return the **Request for Quotation** by the above time and date to the address: procurement@aidea.org. Please reference the RFQ number on the SUBJECT of the email.

The maximum size of a single email (including all text and attachments) that can be received is **20MB** (megabytes).

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your quote, we recommend sending it ahead of time to ensure the email delivery meets the deadline for receipt the quote.

An Offeror's failure to submit its quote prior to the deadline will cause the quote to be disqualified. Late quote or amendments will not be opened or accepted for evaluation.

It is the Offeror's responsibility to contact the Contracting Officer at phone number: **907-771-3026** to confirm that the proposal has been received. **Alaska Industrial Development and Export Authority** is not responsible for unreadable, corrupt, or missing attachments

Quote must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Quote must confirm that the Offeror will comply with all provisions in this Description of services; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder and sign the **Alaska Bidder Preference Certification**.

Quote must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in the Quote may cause the quote to be determined to be **non-responsive** and the quote may be rejected.



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AIDEA discourages overly lengthy and costly quote, however, in order for AIDEA to evaluate quote fairly and completely, Offerors must follow the format set out as **REQUEST FOR QUOTATION** and provide all information requested.

This Request for Quotation contains Forms, which must be completed by the Offeror and submitted as their proposal. An electronic copy of the forms is posted along with this Request for Quotation.

Estimate hours: at a fully loaded hourly rate of \$
For a total of \$
Submit with proof of current real estate appraiser MAI designation
Company Name:
Company Address:
Alaska Business License Number
Professional License #:Expiration Date:
Program: Real Estate Appraisers
Type: Certified General Real Estate Appraiser
Authorized Print Name
Authorized Title
Authorized Signature
Date



MEMORANDUM

TO: Board

Alaska Industrial Development and Export Authority

FROM: Randy Ruaro

Executive Director

DATE: 1 March 2023

SUBJECT: Fed Ex Hangar Lease Extensions & Capital Improvements Request

Resolution No. G23-05

SUMMARY:

Management recommends that the Alaska Industrial Development and Export Authority (the Authority or AIDEA), under the conditions outlined in Resolution No. G23-05, and as allowed in AS 44.88.172 as an AIDEA owned asset, enter into a 55 year agreement lease with the Federal Express Corporation (Fed Ex), effective 1 August 2023, for the purpose of leasing Fed Ex an aircraft maintenance hangar and fire suppression system pumphouse at the Ted Stevens Anchorage International Airport (TSAIA). Additionally it is recommended that AIDEA exercise its right to extend the land lease with TSAIA for 55 years pursuant to capital improvements on the hangar and pumphouse outlined below.

BACKGROUND:

Originally constructed for a cost of \$27.6 million for Fed Ex in 1992, with an in service date of 15 March 1995. In December 1993 a fire suppression system building, including a pumphouse, 750,000 gallon above ground water storage tank and associated underground piping between the hangar and the pumphouse was constructed. During the calendar year 2014, the pumphouse lease was merged with the hangar lease.

Discussions between AIDEA & Fed Ex for a new lease began in 2022. Fed Ex communicated their interest in reconciling the facilities lease between AIDEA and Fed Ex with the land lease between AIDEA and TSAIA and increasing the term of the facilities and land leases to 55 years. To this date, all lease payments have been received for both leases totaling \$69.2M.

AIDEA management along with Fed Ex management, both local and corporate, have noted certain deficiencies directly relating to Life, Health, and Safety (LHS) and Quality Control and Quality Assurance (QC/QA) in the facility, wherein systems have aged out, are in need of repair or replacement, or are no longer feasible to operate or maintain. These systems include, but are not limited to, new roof and the fire suppression system. A detailed list of systems that require repair, replacement or removal was prepared by AIDEA management and relayed to Fed Ex management for concurrence. Thereafter, a ROM estimate was prepared by AIDEA management, and the estimated cost is between \$14-\$16M. See Capital Improvements section below.

Memorandum AIDEA Board 1 March 2023

Alaska Constitution, Section 10, Article VIII in pertaining part: "No disposals or leases of state lands, or interests therein, shall be made without prior public notice and other safeguards of the public interest as may be prescribed by law." AIDEA's granting of a sublease to Fed Ex of AIDEA's interest in the two Anchorage airport parcels at TSAIA would thereby be a "lease of state lands," or a disposal of an "interest therein," within the meaning of this constitutional provision. To comply, a public notice will be created and published with the passing of this resolution.

CAPITAL IMPROVEMENTS:

(Contained in Attachment A with ROM estimates)

Option #1 ROM ~\$15.5M

- 1. QC/QA: Market Value Appraisal
- 2. LHS & QC/QA: Engineering & Permitting
- 3. LHS & QC/QA: AFFF Flushing Bench Test & Flushing Entire Fire Suppression System
- 4. LHS & QC/QA: Remediate, remove and disposal of AFFF tanks, various piping, concentrate and cannons (Does not include out of state disposal at a RCRA landfill site)
- 5. LHS: Ignitable Liquid Drainage Floor Assembly (ILDFA)
- 6. LHS: Repurpose existing sprinkler system for Dry Deluge Fire Suppression System in areas outside of ILDFA
- 7. QC/QA: New Roof
- 8. LHS: Fire Pump Controls, Detection & Releasing Systems
- 9. QC/QA: Underground Fire Piping
- 10. QC/QA: 750,000 Gallon A/G WST Inspection & Re-certification
- 11. LHS: Replace Fire System Deluge Valves
- 12. QC/QA: Replace Megadoor PLC
- 13. LHS: Fiber Optic Upgrades
- 14. QC: Ramp Pavement Replacements

Option #2 ROM ~\$14.5M

- 1. QC/QA: Market Value Appraisal
- 2. LHS & QC/QA: Engineering & Permitting
- 3. LHS & QC/QA: AFFF Flushing Bench Test
- 4. LHS & QC/QA: Remediate, remove and disposal of AFFF tanks, various piping, concentrate and cannons (Does not include out of state disposal at a RCRA landfill site)
- 5. LHS: New Dry Deluge Fire Suppression System
- 6. LHS: New High Expansion Foam Fire Suppression System
- 7. QC/QA: New Roof
- 8. LHS: Fire Pump Controls, Detection & Releasing Systems
- 9. QC/QA: Underground Fire Piping
- 10. QC/QA: 750,000 Gallon A/G WST Inspection & Re-certification
- 11. LHS: Replace Fire System Deluge Valves
- 12. QC/QA: Replace Megadoor PLC
- 13. LHS: Fiber Optic Upgrades
- 14. QC: Ramp Pavement Replacements

AIDEA management summarily recommends and has conveyed that recommendation to Fed Ex management, to move forward with Option #1 above for the following reasons. First, the LHS of the Fed Ex employees occupying the hangar facility 365 days a year in addition to the employees of various organizations that utilize AIDEA-Fed Ex's hangar for maintenance of their airframes, are protected by the ILDFA. The ILDFA system, while new to Alaska, is not new to aircraft

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hangars around the country and is in use at numerous DOD installations nationwide. Second, the opportunity provided in the AFFF Flushing Bench Test allows AIDEA, along with Fed Ex and AIDEA's engineering partner the opportunity to test and prove methodology for flushing/cleaning below the Lower Exposure Limit (LEL) for AFFF impacted black iron pipe systems. The findings can and will be used to reduce environmental impacts from AFFF impacted systems around the country. Lastly, the LHS and QC/QA items identified by AIDEA management and relayed to our partners with Fed Ex, have a direct impact on the 80+ Fed Ex employees and hundreds of contractors and subcontractors that work in or around the facility on a daily basis.

RECOMMENDATION:

Staff recommends approval of Resolution No. G23-05.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

(1)	its principals is presently debarred, suspended,	by submission of this proposal, that neither it nor proposed for debarment, declared ineligible, or transaction by any Federal department or agency.
(2)	Where the prospective lower tier participant is certification, such prospective participant shall	unable to certify to any of the statements in this attach an explanation to this proposal.
	Organization Name	PR/Award or Project Name
	Name and Title	

Signature

Date



ALASKA BIDDER PREFERENCE CERTIFICATION AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: Click or tap here to enter text.

Alaska Bidder Prefe Preference?	rence: Do you	believe that	your firm	qualifies fo	r the Alaska	Bidder	□ Yes	□ No
Alaska Veteran Pref Preference?	erence: Do yo	u believe that	your firm	qualifies for	the Alaska	Veteran	□ Yes	□ No
Please list any additio	nal Alaska Prefe	rences below t	that you bel	ieve your firr	n qualifies for			
1. 2.	3.		4.	5.	6.			

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. AS 36.30.990(2)(E)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per AS 36.30.687 and may result in criminal penalties.

Alaska Bidder Preference Questions:

1)	Doe	es your busir	ness hold a current Alaska business license per AS 36.30.990(2)(A)?
	□ '	YES	□ NO
	If Y	ES , enter yo	ur current Alaska business license number: Click or tap here to enter text.
2)	•		s submitting a bid or proposal under the name appearing on the Alaska business license noted in $AS\ 36.30.990(2)(B)$?
	□ '	YES	\square NO
3)	of t		ess maintained a place of business within the state staffed by the bidder or offeror or an employee r offeror for a period of six months immediately preceding the date of the bid or proposal per AS ?
	□ '	YES	\square NO
	If Y	ES , please co	omplete the following information:
	A.	Place of Bu	siness
		Street Addr	ress: Click or tap here to enter text.
		City:	Click or tap here to enter text.
		ZIP:	Click or tap here to enter text.

rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per 2 AAC 12.990(b)(3). Do you certify that the Place of Business described in Question 3A meets this definition? ☐ YES B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under AS 16.05.415(a) per 2 AAC 12.990(b)(7). 1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(1)? ☐ YES 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)? ☐ YES 3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per *AS* 16.05.415(a)(3)? ☐ YES 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per AS 16.05.415(a)(4)? ☐ YES 4) Per *AS 36.30.990(2)(D)*, is your business (**CHOOSE ONE**): A. **Incorporated** or qualified to do business under the laws of the state? ☐ YES \square NO If YES, enter your current Alaska corporate entity number: Click or tap here to enter text. B. A **sole proprietorship** AND the proprietor is a resident of the state? ☐ YES \square NO C. A limited liability company organized under AS 10.50 AND all members are residents of the state? ☐ YES Please identify each member by name: Click or tap here to enter text. D. A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state? ☐ YES \square NO Please identify each member by name: Click or tap here to enter text. <u>Alaska Veteran Preference Questions:</u> 1) Per *AS 36.30.321(F)*, is your business (**CHOOSE ONE**): A **sole proprietorship** owned by an Alaska veteran? A. ☐ YES \square NO B. A partnership under AS 32.06 or AS 32.11 AND a majority of the partners are Alaska veterans?

"Place of business" is defined as a location at which normal business activities are conducted, services are



ALASKA BIDDER PREFERENCE CERTIFICATION

in response to the advertised procurement for.	
Project Name and Number:	
Bidder/Proposer (company name):	
Operation of Alaska Bidder Procurement preferences under the Alaska Procurement Code are bidders. Under AS 36.30.990(2), if a bidder is an eligible "Ala percent preference to the price of the bidder's proposal.	e benefits that the State grants only to qualified
Instructions regarding Alaska Bi A bidder that claims the Alaska Bidder Preference must review under the heading "Alaska Bidder Certification" is true. The ind his/her printed name and position within bidder's organization, e to submit a signed certification, the Department will not apply the	and then certify that each statement appearing ividual that signs the certification shall include .g., sole proprietor, partner, etc. If a bidder fails
Alaska Bidder Certific The bidding entity for which I am the duly authorized representat	
(A) Holds a current Alaska business license;	
(B) Is submitting a bid or proposal for goods, services, or bidder's current Alaska business license;	construction under the name appearing on the
(C) Has maintained a place of business in the State staffed b period of six months immediately preceding the date of the	- · ·
(D) Is incorporated or qualified to do business under the law proprietor is a resident of the State, is a limited liabilit members are residents of the State, or is a partnership u and all partners are residents of the State; and	y company organized under AS 10.50 and all
(E) If a joint venture, is composed entirely of ventures that this Alaska Bidder Certification.	qualify under the four preceding paragraphs of
By applying my signature below, I certify under penalty of perj of this bidder, which has authorized and empowered me to lega foregoing statements are true and correct.	• • • • • • • • • • • • • • • • • • • •
By (signature)	Date
Printed name	Alaska Business License Number
Title:	

APPENDIX B² INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency'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, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement 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 state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting 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. 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 State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000 \$100,000-\$499,999 \$500,000-\$999,999	\$300,000 per Claim / Annual Aggregate \$500,000 per Claim / Annual Aggregate \$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management