

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
STATEWIDE AVIATION LEASING, CENTRAL REGION

INVITATION TO BID

LEASE ADA-09674

LEASE OF LOT 2, BLOCK 600 AT THE BELUGA LAKE SEAPLANE BASE IN HOMER

The Alaska Department of Transportation and Public Facilities (DOT&PF) will offer to issue a Lease for Lot 2, Block 600 (Premises) at the Beluga Lake Seaplane Base in Homer by sealed bid.

LEASE: A ‘Lease’ means a written agreement that creates a relationship between the department, as landlord, and a person, as tenant, and that grants to the tenant the possession of Beluga Lake Seaplane Base in Homer land or building space for a determined period of time.

LOT LOCATION: A map showing the location of the Premises is located on Pages ITB-7 & ITB-8 of this Invitation to Bid.

INSPECTION OF THE PREMISES: All interested parties are encouraged to inspect the Premises being bid upon at the Beluga Lake Seaplane Base in Homer prior to submitting a Sealed Bid Proposal, at their own expense, as the Lease will be awarded on an “as is” basis. For more information on “as is”, see Page ITB-6, Paragraph (10).

BID PACKET: Purchase of a Bid Packet is required prior to submitting a bid. The non-refundable fee to submit a Bid Packet is \$100.00. A Bid Packet containing the terms and conditions of this bid offering can be obtained from Hunter Smude at the Central Region of Statewide Aviation Leasing, phone (907) 317-2291, or fax (907) 269-0489, or email hunter.smude@alaska.gov.

BID OPENING: Sealed Bid Proposals must be physically received at the physical address below no later than **2:00 p.m. Alaska Standard Time (AST) on Tuesday, April 8, 2025.**

Alaska Department of Transportation & Public Facilities
Central Region, Statewide Aviation Leasing
4111 Aviation Avenue
Anchorage, Alaska, 99502

Sealed Bid Proposals may also be mailed to PO Box 196900, Anchorage, AK 99519-6900, but must be physically received at the above physical address by the date & time designated above.

At that time all Sealed Bid Proposals will be publicly opened and read. When Sealed Bid Proposals are opened, all Bid Proposal Forms and supporting documents submitted become the property of DOT&PF and become public information. All bids received after the designated time will be considered non-responsive and will be returned unopened. **Late, telegraphic, facsimile (fax) or telephonic bids will NOT be accepted.**

Members of the public are invited to attend the bid opening. The opening of Sealed Bid Proposals will take place at the physical address listed above. Call (907) 317-2291 for directions to the bid opening conference room.

SPECIAL ACCOMMODATIONS: Persons with a disability who may need special accommodations should contact Hunter Smude at (907) 317-2291 at least 72 hours in advance of the bid opening. Anyone needing hearing impaired accommodations may contact Relay Alaska at 711 for assistance. All interested parties are encouraged to submit bids. No Bidder will be excluded on the grounds of race, color, religion, sex, age, or national origin.

ADDENDA REQUIREMENTS: DOT&PF may change the conditions or bid documents associated with this offering by written addendum. DOT&PF will make every effort to ensure that Bidders receive any addenda issued. Addenda will be sent to the physical address, email address or fax number as specified by the individual or firm who requested a Bid Packet.

The receipt of any addenda must be acknowledged individually by the Bidder on the Bid Proposal Form. **Failure to acknowledge addenda, if any, may make a bid proposal non-responsive.**

REVISING OR WITHDRAWING A BID: A Bidder may revise or withdraw a bid after it has been deposited with the Southcoast Region, Statewide Aviation Leasing only through the following procedure:

- (i) The Bidder must submit a written request for a revision or return of its Sealed Bid Proposal. The request must be signed by the Bidder, or a duly authorized agent or officer of the Bidder, and be notarized; and
- (ii) The revision or withdrawal must be received prior to the time set for the formal bid opening; and
- (iii) DOT&PF must be able to clearly identify the Bidder's Sealed Bid Proposal by reading the Bidder's name on the outside. No Sealed Bid Proposal will be opened for Bidder identification, or for any other reason, prior to the time set for the formal bid opening.

REJECTION OF BIDS: DOT&PF reserves the right to reject any or all Bid Proposals and waive any defects when, in its opinion, such rejection or waiver will be in the best interest of the State of Alaska. DOT&PF reserves the right to re-advertise for Bid Proposals or to reschedule the bid opening if such action is desired by DOT&PF.

DOT&PF may reject a Bid Proposal if:

- (i) There have been any alterations, erasures, irregularities of any kind, or additions not called for; the Bid Proposal is conditioned or incomplete; fails to acknowledge addenda; or it fails to comply with any of the requisite conditions;
- (ii) The Bidder is in arrears in any payments owing to the State; is in default of any obligation to the State; or is a defaulter as surety, or otherwise, upon any obligation to the State; or has failed to perform, faithfully and diligently, any previous contract with the State;
- (iii) More than one Bid Proposal is received for a specific Premises from any individual, corporation, company, partnership, joint venture, or any other legal entity under the same or different names;

- (iv) The Bid Proposal is received after the time and date specified in the Invitation to Bid or subsequent addendum.
- (v) Any Non-Aeronautical use is proposed on the Premises.

MINIMUM BID: The minimum acceptable bid is detailed in Paragraph 6 of the Premises Information Sheet located on Page ITB-5 of this Invitation to Bid.

BID DEPOSIT: A bid deposit in the amount equal to the Successful Bidder's proposed annual rent must be included in each Sealed Bid Envelope. Each deposit must be in U.S. Dollars in the form of a certified check, U.S. Postal money order or cashier's check and made payable to the State of Alaska. **NOTE: Personal and/or company checks are not acceptable.**

RETURN OF BID DEPOSITS: Bid deposits made by unsuccessful Bidders will be returned to them after the Lease has been executed by DOT&PF. If all bids are rejected, DOT&PF will return all bid deposits.

AWARDING THE LEASE: The award of any Lease, if made, will be made by the Deputy Commissioner of Aviation, Department of Transportation and Public Facilities, or his official designee, the Statewide Aviation Leasing Program Manager.

DOT&PF's intent is to award a Lease for the Premises to the qualified, responsive, and responsible bidder who offers the highest bid for the property (Successful Bidder).

In the event of tie high bids from responsible bidders with identical proposed uses, award shall be made through a random drawing.

In the case of a discrepancy between the words and figures on the Bid Proposal Form, the words will govern.

EXECUTION OF LEASE: The Successful Bidder must be able to demonstrate to DOT&PF that they are capable of performing all the terms and conditions of the Lease being offered. DOT&PF may require the apparent Successful Bidder to furnish additional information prior to the award of a bid, including financial statements, to determine if the Successful Bidder is capable of performing all of the terms and conditions of the Lease being offered.

The Successful Bidder will be required to sign, notarize and return three original copies of the Lease, together with any required supporting documents, within fifteen (15) calendar days after the date of DOT&PF's award. If the Successful Bidder fails to return the signed Lease within the designated time, the Department will cancel the award, the Bidder will forfeit the bid deposit and the department will award the Lease to the next highest Bidder who is qualified, responsive, and responsible.

Upon receipt of a signed Lease, DOT&PF will execute the Lease and return two originals to the Successful Bidder.

BIDDER QUESTIONS: Any questions about the bid process or this Bid Packet may be referred to Hunter Smude, Central Region, Statewide Aviation Leasing, physical address of 4111 Aviation

Avenue, Anchorage, Alaska, 99502, or mailing address of PO Box 196900, Anchorage, Alaska 99519-6900, or phone (907) 317-2291 or fax (907) 269-0489, or email hunter.smude@alaska.gov.

SAMPLE COPY OF LEASE: One copy of a sample Lease is provided as a part of this Bid Packet. The Sample Copy is an example only and the final Lease will be modified to suit the circumstances of the Successful Bidder.

PREMISES INFORMATION IS ON THE FOLLOWING PAGES

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BIDDERS BE AWARE!

ALL BID PROPOSALS MUST BE MADE ON FORMS FURNISHED BY THE STATE

Bidders will be solely responsible for examining all documents relating to this offering and judging for themselves all the circumstances and conditions affecting their Bid Proposal. If the Bidder seeks legal or other professional counsel, he/she does so at their own expense. Failure on the part of any Bidder to make such examination and to investigate thoroughly shall not be grounds for any claim that the Bidder did not understand the conditions of the Bid Proposal.

DOT&PF reserves the right to reschedule or cancel this offering, or to reject any and all Bid Proposals, and to waive any defects when such rescheduling, cancellation, rejection, or waiver will be in the best interest of the State as determined by the Commissioner or his designee. The department may amend information stated in the Bid Packet by giving further notice only to all persons of record to whom the department provided a copy of the Bid Packet and without additional publication.

If the Successful Bidder is the only bidder and decides to withdraw their successful bid in an attempt to re-apply for the land at the lower published rate, the Successful Bidder will forfeit their deposit and will be unable to apply for the same land for six (6) months from the date of the bid withdrawal.

DATE: _____

**Britton BM
Goldberg**

Digitally signed by Britton BM
Goldberg
Date: 2025.03.04 08:53:30 -09'00'

Britton Goldberg
Chief, Central Region, Statewide Aviation Leasing

Lot 2, Block 600, Beluga Lake Seaplane Base in Homer (ADA-09674)

PREMISES INFORMATION:

- (1) The Lease to be awarded for this Premises is designated as Lease ADA-09674.
- (2) **PREMISES DESCRIPTION:** Lot 2, Block 600, consisting of approximately 16,171 square feet of land. See Pages ITB-7 & ITB-8 for Premises drawings.
- (3) **TERM:** The length of term for the Lease will be based on the dollar amount of permanent improvements to be constructed on the Premises, starting with a minimum required investment of \$37,500.00 for a term of 10 years, then, at the rate of one year for each \$7,500 spent, to a maximum term of 55 years for an investment of \$375,000 or more.
- (4) **AUTHORIZED USES:** Aeronautical Use: As defined by 17 AAC 45.990(108), means any airport land use activity that involves or is directly related to the operation of aircraft, including (a) any activity that makes the operation of aircraft possible and safe; (b) any service that is located on the airport and that is directly and substantially related to the movement of passengers, baggage, mail, and cargo by aircraft on the airport.
- (5) **PROHIBITED USES:**
 - (a) Non-Aeronautical Use: As defined by 17 AAC 45.990(109), means any airport land use, business, service or function that is not an aeronautical use;
- (6) **MINIMUM BID/ANNUAL RENT:** The minimum acceptable bid for annual rent for the Premises is \$3,509.11. The minimum acceptable bid for annual rent is based on the standard aeronautical use rental rate for the Beluga Lake Seaplane Base in Homer of \$0.217 per square foot per year (16,171 square feet x \$0.217 = \$3509.11).
The rent proposed by the Successful Bidder in their Bid Proposal will be the annual amount paid for the first ten years of the term of Lease ADA-09674. Beginning with the eleventh year of the Lease term, the rent will revert to the rates then current under 17 AAC 45.127.
- (7) **PREMISES DEVELOPMENT:** New permanent improvements will be required.

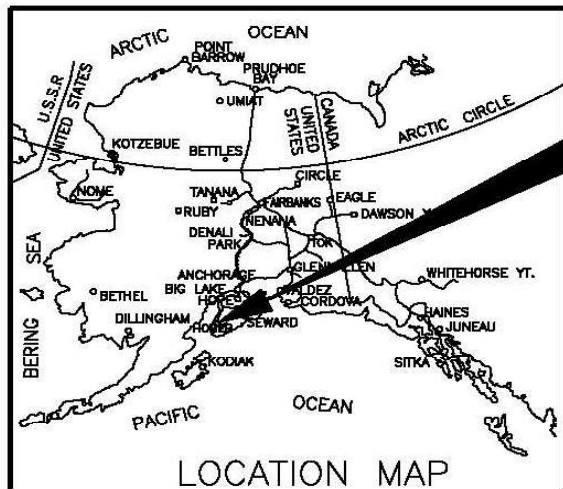
The minimum required investment in permanent improvements for Lot 2, Block 600 is \$37,500.00.

“Permanent Improvement” means a fixed addition or change to land that is not temporary or portable; includes a building, building addition, a water well associated with a building, and a fuel tank of not less than 1,000 gallons capacity and affixed to a permanent foundation.

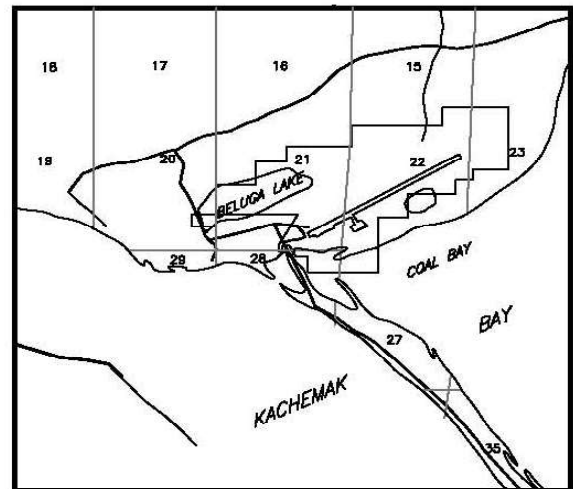
An Airport Building Permit (together with any other required permits or documents) must be obtained from the Central Region, Statewide Aviation Leasing before site development or construction may start. All site development work, including, but not limited to, sewer, water or electric infrastructure (both on and off the Premises), any required off-Premises access road, any driveway, fence relocation, site work and paving, will be the responsibility and sole expense of the Successful Bidder.

- (8) **PARKING:** Successful Bidder must provide adequate parking for employees and customers on the Premises. This may require relocation of any existing security fencing at the Successful Bidders sole expense to provide a parking area outside of the secure area for employees and customers.
- (9) **SURVEY:** A Survey will be required before constructing improvements. Within one year after commencement of the Lease, the Successful Bidder shall, at its own expense, have the Premises surveyed by a Land Surveyor registered in the State of Alaska, who will place suitable permanent markers at the corners of the lot, and at other appropriate locations such that others can readily identify the Premises.
- (10) **ENVIRONMENTAL LIABILITY:** The Premises is being Leased on an “as is” basis and without warranty, subject to any and all of the covenants, terms, and conditions affecting DOT&PF’s title to the Premises. “As is” means no specific warranties, express or implied, concerning the title or condition of the Premises, including survey, soils, wetlands, access, and suitability for any use including those listed in this Invitation to Bid, the application of any local, state, or federal laws or restrictions that may limit the Successful Bidder’s intended use of any of the Premises, the Premises’ environmental condition, the presence of artifacts or sites of archeological or historical significance, or the presence or absence of hazardous substance in, on, and under the surface are granted.
- (11) **FUELING:** Self-fueling only will be authorized on the Premises. Fuel sales will not be authorized on the Premises.

PREMISES DRAWING – PAGE 1:

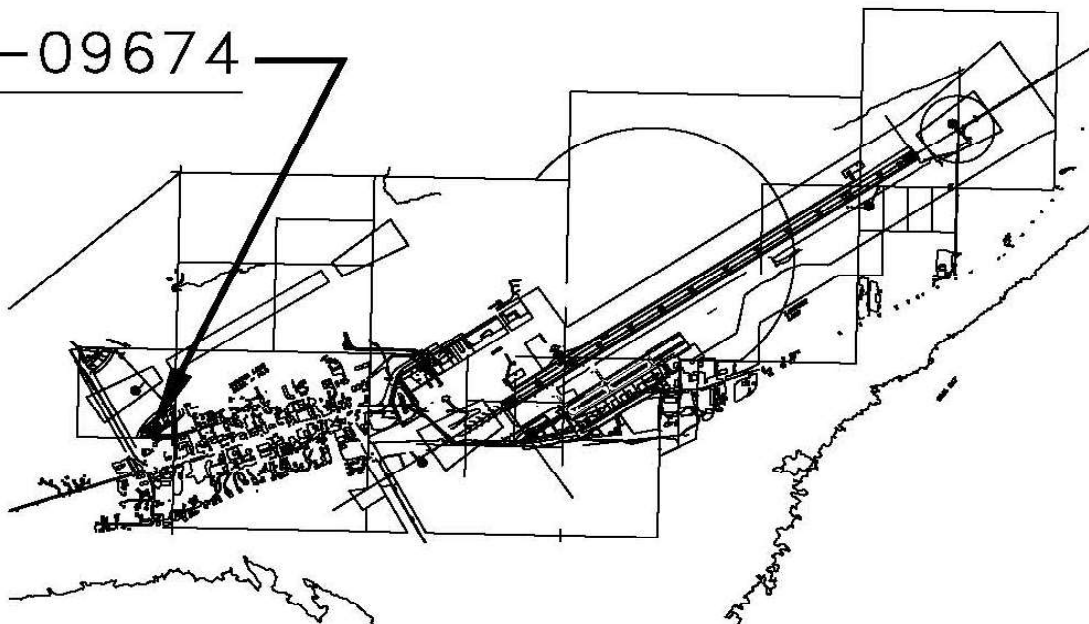


HOMER



R13W, T6S, SECTION 20
SEWARD MERIDIAN, ALASKA USGS
SELDOVIA (C-5)(C-4)

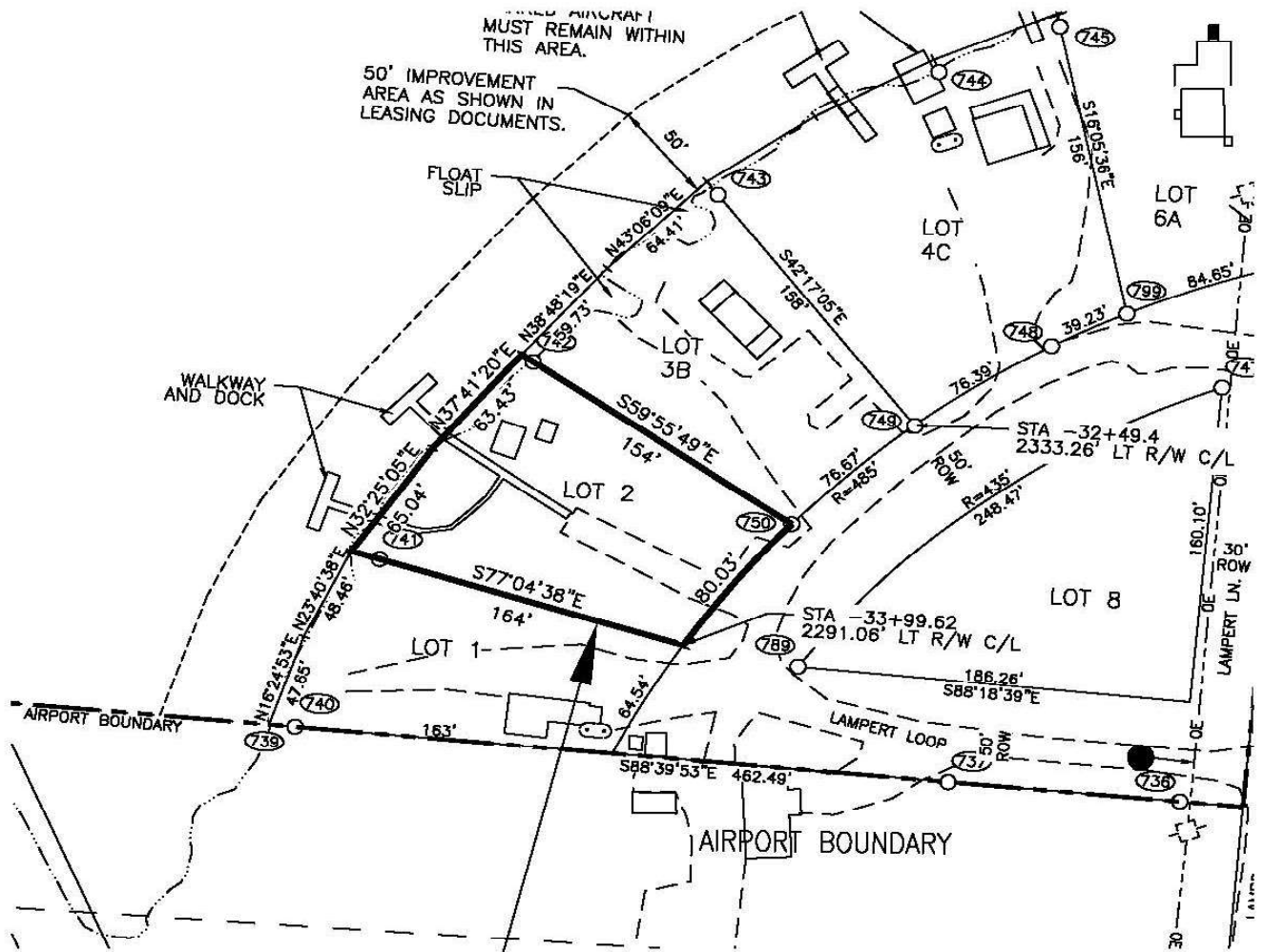
ADA-09674



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
AVIATION LEASING

LEASE ADA-09674	
LOT 2, BLOCK 600	HOMER AIRPORT
DATE DRAWN: 2/12/25	SCALE: 1" = 3000'
EXHIBIT A	PAGE OF

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ADA-09674

LOT 2, BLOCK 600
16,171 SQ FT



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
AVIATION LEASING

LEASE ADA-09674

LOT 2, BLOCK 600

HOMER AIRPORT

DATE DRAWN: 2/12/25

SCALE: 1"=100'

EXHIBIT A

PAGE OF

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