

State Of Alaska
Department Of Transportation & Public Facilities
Statewide Aviation Leasing, Anchorage Office

INVITATION TO BID

**LEASE OF LOT 3B, BLOCK 3
AT THE COLD BAY AIRPORT
LEASE ADA-09695**

The Alaska Department of Transportation and Public Facilities (DOT&PF) will offer to lease Lot 3B, Block 3 (Premises) at the Cold Bay Airport 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 airport land or building space for a determined period of time.

LOT LOCATION: The maps showing the location of the Premises are located on pages ITB 7-9 of this Invitation to Bid.

INSPECTION OF THE PREMISES: All interested parties are encouraged to inspect the Premises being bid upon at the Cold Bay Airport prior to submitting a Sealed Bid Proposal, at their own expense, as the Lease will be awarded on an "as is" basis. See ITB Premises Information Sheet No. 11 for the definition of "as is".

BID PACKET: Purchase of a Bid Packet is required prior to submitting a bid. The non-refundable fee for a Bid Packet is \$100.00. A Bid Packet containing the terms and conditions of this bid offering can only be purchased from the Anchorage Office of Statewide Aviation Leasing. To purchase a Bid Packet contact Harrison Bivins, via phone (907) 269-0740, or fax (907) 269-0489, or email harrison.bivins@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 Wednesday December 17, 2025.** (30 days after PN is posted)

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

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.**

For Sealed Bid Proposals sent via mail, put the sealed envelope (clearly marked as above) inside an outer envelope prior to mailing. All Bid Proposals must be received in separately sealed envelopes

placed inside any mailing envelope or the bid will be considered non-responsive and will be returned after the bid opening.

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. Check in at the reception desk for directions to the bid opening conference room.

SPECIAL ACCOMMODATIONS: Persons with a disability who may need special accommodations should contact Harrison Bivins at (907) 269-0740 at least 72 hours in advance of the bid opening. Anyone needing hearing impaired accommodations may call the Alaska Relay at 711. 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 Statewide Aviation Leasing Anchorage Office 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 outlined on page ITB 5, #6 of this Invitation to Bid.

BID DEPOSIT: A bid deposit in the amount equal to the Successful Bidder's proposed bid for existing structures plus 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 Central Region, Aviation Leasing Chief.

DOT&PF's intent is to award a Lease for the Premises to the qualified, responsive, and responsible bidder (Successful Bidder) who offers the highest bid for the annual rent and if required, commits to construct permanent improvements with the required minimum investment for the Premises.

In the event of tie, high bids from responsible bidders 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/PERMIT: 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 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 original to the Successful Bidder.

BIDDER QUESTIONS: Any questions about the Bid process or this Bid Packet may be referred to Narciss Phillips, Statewide Aviation Leasing, Anchorage Office, physical address of 4111 Aviation Avenue, Anchorage, Alaska 99502, or mailing address of PO Box 196900, Anchorage, Alaska 99519-6900, or phone (907) 269-0738, or fax (907) 269-0489, or email narciss.phillips@alaska.gov.

SAMPLE COPY OF LEASE: One copy of a sample Lease is provided as a part of this Bid Packet on pages SL 1-45. The sample copy is an example only and the final Lease will be modified to suit the circumstances of the Successful Bidder.

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 Goldberg Digitally signed by Britton
Goldberg
Date: 2025.11.17 09:42:25 -09'00'

Britton Goldberg
Central Region Leasing Chief, Statewide Aviation

THE PREMISES INFORMATION IS LOCATED ON THE FOLLOWING PAGES

PREMISES INFORMATION SHEET

Cold Bay Airport Lot 3B, Block 3 Lease ADA-09695

PREMISES INFORMATION:

1. The Lease to be awarded for this Premises is designated as Lease ADA-09695.
2. **PREMISES DESCRIPTION:** Lot 3B, Block 3 consists of approximately 42,900 square feet of land. The maps showing the location of the Premises are located on pages ITB 7-8 of this Invitation to Bid.
3. **TERM:** The length of term for the Lease will be based on the dollar amount bid on Permanent Improvements starting with a minimum required bid of \$1,000.00 for a term of 5 years.
4. **AUTHORIZED USES:** Aeronautical use as defined in 17 AAC 45.990(1)
Aeronautical Use
 - A) Means any airport land use activity that involves or is directly related to the operation of aircraft:
 - B) Includes
 - (i) Any activity that makes the operation of aircraft possible and safe;
 - (ii) 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:** Non-Aeronautical use as defined in 17 AAC 45.990(70) 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 the existing improvements on this Premises is \$1,000.00, plus payment of annual rent in the amount of \$5,148.00. The Annual rental rate is based on the standard aeronautical use rental rate for the Cold Bay Airport of \$0.12 per square foot per year ($\$0.12 \times 42,900 \text{ sq. ft.} = \$5,148.00$).
7. **PREMISES DEVELOPMENT:** New permanent improvements will not be required. Repair or removal of existing permanent improvements must occur.

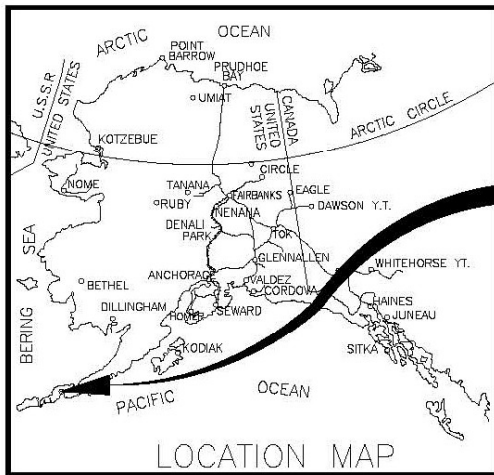
The minimum required investment in new permanent improvements for Lot 3B, Block 3 is \$0.

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.

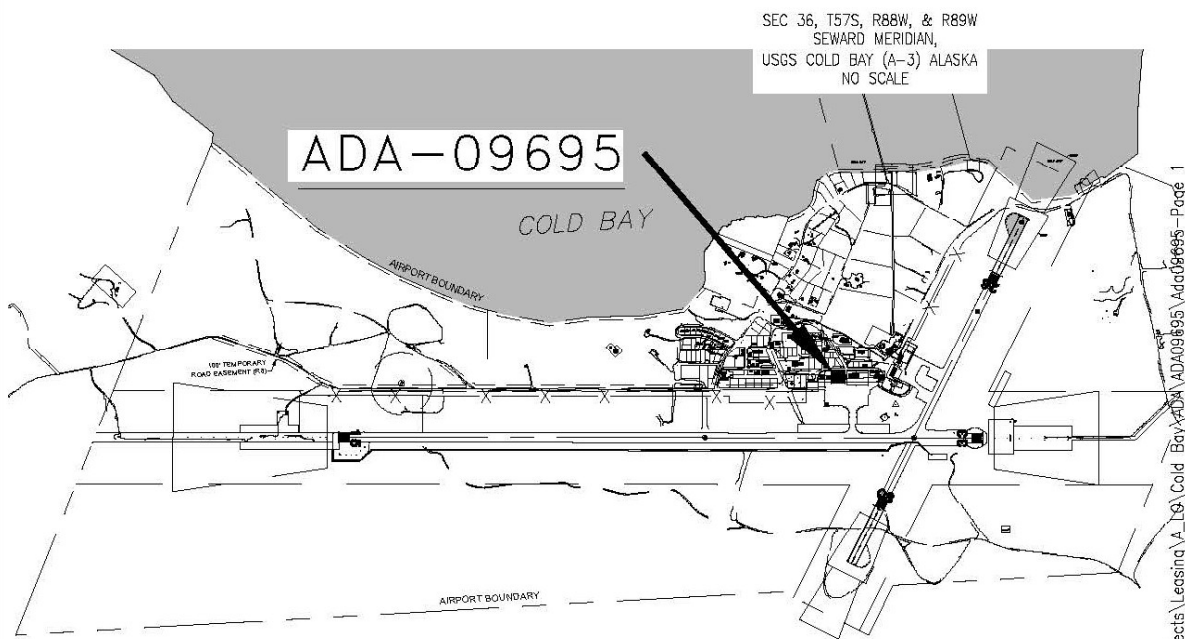
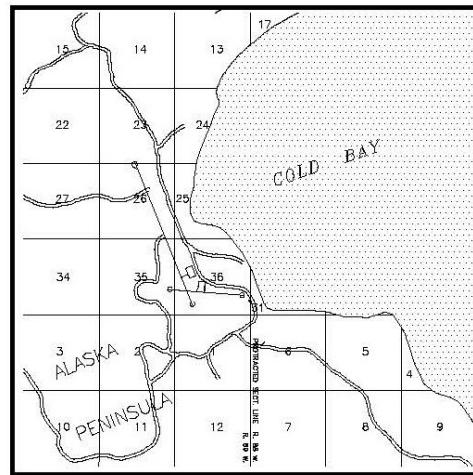
An Airport Building Permit (together with any other required permits) must be obtained from the Statewide Aviation Leasing Anchorage Office before site development or construction may start. All Premises site development including but not limited to: sewer/water/electric infrastructure both on and off the Premises; any required off Premises access roads; any driveways, fence relocations, site work, and paving, will be the responsibility of, and at the sole expense of the Successful Bidder.

8. **SAFETY & SECURITY:** The Cold Bay Airport is not a Certificated Airport.
9. **PARKING: Successful** Bidders 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.
10. **SURVEY:** A Survey will not be required before constructing improvements.
11. **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:** 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.
12. ‘Self-fueling only’ will be authorized on the Premises. Fuel sales will not be authorized on the Premises.

Exhibit A (1 of 2)



COLD BAY



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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
AVIATION LEASING

LEASE ADA-09695
LOT 3B, BLOCK 3 COLD BAY AIRPORT

DATE DRAWN: 9/29/2025 SCALE: 1"= 3000'
EXHIBIT A PAGE OF

