



**REQUEST FOR PROPOSAL
FOR THE LEASE OF THE
SOUTH OFFICE AND STORAGE SPACE
IN HANGAR #1
ON CITY OF ST. PETERSBURG'S ALBERT WHITTED AIRPORT**

Issue Date:

May 5th, 2017

Due Date:

JUNE 19th, 2017

10:00 A.M. LOCAL TIME

**REQUEST FOR PROPOSAL ("RFP")
FOR LEASE OF THE
SOUTH OFFICE & STORAGE SPACE
IN HANGAR #1
AT ALBERT WHITTED AIRPORT**

The City of St. Petersburg ("**City**") seeks proposals from qualified parties (collectively "**Proposer**") interested in leasing office and storage space in the southern portion of the historic Hangar #1 building ("**Premises**"), for aeronautical use, located on Albert Whitted Airport ("**Airport**"), as depicted in the attached Exhibits "A", "A-1", "A-2" and "B", subject to a lease agreement with the City.

SECTION 1: BACKGROUND

Located in downtown St. Petersburg, Florida, Albert Whitted Airport is owned by the City of St. Petersburg and provides aviation services to the residents of St. Petersburg, Pinellas County and the entire Tampa-St. Petersburg-Clearwater Metropolitan area. Population figures for the airport's service area: St Petersburg, 257,000 (2015 est.); Pinellas County, 950,000 (2015 est.); greater Tampa Bay region, 4.5 million.

In addition to its proximity to downtown businesses, the Airport lies directly south of Al Lang Stadium – Home of the Tampa Bay Rowdies, the Mahaffey Theater and the new Salvador Dali museum. Several other destinations are located near the Airport including, the University of South Florida - St. Petersburg, St. Petersburg College, the Pier, Holocaust Museum, and St. Petersburg Museum of History. A few blocks west are Tropicana Field, home of Major League Baseball's Tampa Bay Rays, and it is a short drive to the area's world-famous gulf beaches. For more information, visit www.stpete.org.

SECTION 2: AIRPORT HISTORY

In the early 1900's, dredging operations to deepen the Port of St. Petersburg were completed with the spoilage being hydraulically pumped onto a nearby marsh area. On this man-made fill, Albert Whitted Airport was born. Development of the airport started with a narrow shell runway lying east and west, approximately 1,800 feet long. With the additional fill area, construction began to lengthen the east-west runway and install a northeast-southwest runway and a short temporary north-south landing strip. In 1928, Albert Whitted Airport was named in honor of Lieutenant Albert Whitted, a St. Petersburg native, who lost his life in a seaplane accident.

Albert Whitted Airport is classified as a general aviation reliever airport for nearby Tampa International and St. Petersburg-Clearwater International airports. The Airport is served by two runways: runway 7/25 (3,674 ft. x 75 ft.) and runway 18/36 (2,864 ft. x 150 ft.) and adjacent parallel taxiways. The Airport currently has VOR and/or GPS non-precision approaches to runways 18, 36, & 7; PAPIs, REILs, and MIRLS are on all runways. The Airport property currently

encompasses ±110 acres. Since 2003, the City has expended almost \$17 million in capital improvements on the airport including the Galbraith Terminal, an air traffic control tower, repaving/relighting the main runway, a new parallel taxiway and various other airfield expansions. The City is currently in the design process to start construction on approximately \$9.5 million in new hangar development including the replacement of many of the older structures on the airport.

In addition to the new Galbraith Terminal described above, the airport has eighty-eight (88) T-hangars, five (5) corporate hangars (+ 1 under construction), two (2) bulk hangars, sixty-seven (67) tie-downs, nine (9) shade shelters, nine (9) portable hangars, helicopter parking ramp (3 spots), three (3) 10,000-gallon fuel tanks, a self-fueling facility and various office and public space. The airport's control tower is operational 365 days per year, open from 7:00 a.m. to 9:00 p.m. daily. Currently, the Airport's Fixed-Base Operator (FBO) services are provided by Sheltair Albert Whitted LLC (SPG). For more information, go to www.albertwhittedairport.com

SECTION 3: INTENT

The City seeks proposals from a single end user utilizing the Premises to provide aeronautical services ("**Intent**"), as defined by the Federal Aviation Administration ("**FAA**"). Notwithstanding the foregoing, the City will consider proposals of uses that do not meet the FAA definition of "aeronautical", or are not considered part of the aviation industry, however preference will be given to those proposals that require direct use for aeronautical purposes, as defined by the FAA.

SECTION 4: PREMISES DESCRIPTION

The Premises is in the southern portion of the historic Hangar #1 building, located at 107 - 8th Ave SE., St. Petersburg, FL 33701 ("**Hangar #1**"). Hangar #1 is a historically designated structure that was originally built in 1928. The Premises is located in a section that was added on in the 1940's.

The Premises, depicted in the attached Exhibits "A-1", "A-2" and "B", includes:

- 4.1: The office space located in the southwest corner of Hangar #1 consisting of approximately 532 sq/ft. ("**Office Space**"); and;
- 4.2: The common use of approximately 335 sq/ft. of lobby and restroom space located to the immediate north of the Office Space ("**Common Area**"). The Common Area shall be shared with other Airport tenants; and
- 4.3: The storage/shop space located in the southern portion of Hangar #1, consisting of approximately 3,483 sq/ft. ("**Storage Space**"). Any items currently stored in the Storage Space shall not convey and shall be removed prior to occupancy.

SECTION 5: RENTS, TAXES, TERM, and CONDITION

5.1: Rent: The required minimum rental rates payable to the City are as follows:

- 5.1.1: Office Space Rent: \$8.12 per sq/ft., per year ("**Office Rent**");

5.1.2: Storage Space Rent: \$2.09 per sq/ft., per year ("**Storage Rent**");

A Proposer may offer rental rates above the minimum; having favorable influence on the consideration of the overall proposal.

5.2: Rent Adjustments: All rent will be subject to an annual rent escalator, tied to the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, or another index as determined by the City.

5.3: Taxes:

5.3.1: Personal Property Taxes: The selected Proposer shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of the lease agreement, against personal property of any kind owned by or placed in, upon or about the Premises by the selected Proposer.

5.3.2: Real Property Taxes: The selected Proposer shall pay directly to the taxing authorities, at its sole cost and expense, any real property taxes levied on the Premises. In the event the Premises are assessed as part of a larger tax parcel, selected Proposer's tax obligation shall be pro-rated based upon the relative value of the various items included within the tax bill if such amounts can be determined with reasonable certainty from the Pinellas County Property Appraiser's records or, if not, pro-rated based upon square footage of the Premises to the total square footage upon which the taxes are levied. Taxes for any period, only a portion of which falls within the Term shall be pro-rated.

5.3.3: Other Charges: Selected Proposer shall pay all applicable taxes imposed by law on the rents including, but not limited to, sales, excise, rental and use, together with all fees and taxes, if any, levied on the Premises, fixtures, equipment or its contents.

5.4: Term: An initial five (5) year lease with an additional five (5) year renewal option.

5.5: Condition: Proposer shall accept the space "As Is" with the right to inspect.

SECTION 6: UTILITIES

The main utility meters for the Premises, including the electric, water and sewer, serve the entire west side of the Hangar #1. Accordingly, the City, the selected Proposer and the other impacted tenant(s) will need to agree on use and the split of billing. The selected Proposer will establish utility accounts directly with each specific utility entity, if not already established through another tenant, including, but not limited to, electric, water/sewer and telecommunication services such as internet, cable and telephone.

SECTION 7: PROPOSAL REQUIREMENTS

Proposal must contain the following:

7.1: Proposed lease term and rent in accordance with Section 5 of this RFP;

7.2: Resume' of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use;

7.3: At delivery of proposal, financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer. Section 22 provides information regarding public record laws;

7.4: A complete description and history of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or financial interest in the proposal. Include names and qualifications of corporate/company officers/owners, their address/location(s) and other appropriate contact information;

7.5: If an AERONAUTICAL OPERATION, include the following:

7.5.1: Listing of all airports that the company and/or its principals have operated out of within the last three (3) years. If more than three (3) years have passed, list past airport locations, the timeframe the company operated at those locations, and provide explanation as to why the company currently does not operate or how it currently operates. A point of contact for each airport location must be listed for reference;

7.5.2: Provide operational statistics to substantiate prior operations if the Proposer has provided similar services elsewhere;

7.5.3: Documentation reflecting that the organization is active and in good standing, including a copy of applicable FAA documentation and certificates to substantiate the proposed aeronautical use(s) of the space;

7.6: If a NON-AERONAUTICAL OPERATION, include the following:

7.6.1: Listing of any location(s) that the company and/or its principals have operated out of within the last three (3) years. If more than three (3) years have passed, list past locations, the timeframe the company operated at those locations, and provide explanation as to why the company currently does not operate or how it currently operates. A point of contact for each location must be listed for reference;

7.6.2: Provide relevant operational statistics (i.e. sales volumes, units sold, etc.) to substantiate prior operations if the Proposer has provided similar services elsewhere;

7.6.3: Documentation reflecting that the organization is active and in good standing, including a copy of any applicable licenses, documentation and/or certificates to substantiate the proposed use(s) of the space;

7.7: Type of employment opportunities that will be created by this operation including a description of the type, number of positions, and the estimated salary range of those positions;

7.8: Leasing the Premises to a single entity. Accordingly, dividing and/or subleasing of the Premises to multiple parties/entities will not be considered;

7.9: A primary contact name and information, including phone, fax, and email;

7.10: Affirmative statements that 1) the Premises will not be subject to any tenant created liens and 2) the Proposer's principal(s) will sign a Personal Guaranty for the financial obligations contained in the required lease agreement;

7.11: Proposed leasehold improvements, if any, including description, function and estimated cost. Proposed improvements must receive City approval prior to implementation, must comply with all relevant building codes, and must be completed by State of Florida licensed contractors. Specific leasehold improvements may require the tenant to secure a building permit(s). The tenant shall be responsible for all improvement fees including, but not limited to, design, permitting and construction. Leasehold improvements will become the property of the City upon expiration or earlier termination of the lease agreement;

7.12: A complete and signed Proposal Form attached as Exhibit "C" to this RFP

SECTION 8: PREFERRED PROPOSAL

The preferred proposal should include the following:

8.1: Leasing the Premises for an aeronautical use, as defined by the FAA;

8.2: Rent payable to the City above the required minimum rental rates set forth in Section 5.1;

8.3: Creation of new employment opportunities;

8.4: Leasing the entire Premises

SECTION 9: GENERAL OBLIGATIONS

The selected Proposer will be responsible for complying with all terms and conditions contained within the lease agreement, in addition to the [Minimum Standards and Requirements for the Conduct of Commercial and Non-commercial Aeronautical Services and Activities at Albert Whitted Airport](#), the [Airport Rules and Regulations as contained in Chapter 6, Article II of the City of St. Petersburg Code](#), and all other Local, State and/or Federal rules which may apply, including but not limited to all applicable Federal Aviation Regulations (FARs). Additionally, the selected Proposer will be required to maintain and provide evidence of any required FAA certifications (if an aeronautical operation).

SECTION 10: GRAND PRIX RACE

10.1: **Grand Prix Race Agreement:** Any lease agreement derived from this RFP will be subject to current and future agreements with third parties for the conduct of racing events in downtown St. Petersburg (any such agreement hereinafter referred to as "**Grand Prix Race Agreement**") and all rights (exclusive rights and other rights) and authority granted thereunder including, but not limited to, rights related to use of the Airport. Without limiting the generality of the foregoing, the selected Proposer will be required to acknowledge and agree that (i) the Airport, Premises and selected Proposer's business operations will be impacted by Race Events and other activities that will occur before, during and after Race Events (e.g., construction, set-up and tear down activities), and (ii) the portions of the Airport will be closed to the general public for certain periods of time in connection with race events (iii) the selected Proposer shall

not be entitled to any damages or abatement or set off of any amounts owed the City for any impact that the Race Event has to the selected Proposer's business operations related to Race Events. In the event of a conflict or ambiguity between a lease and any Grand Prix Race Agreement, the Grand Prix Race Agreement shall prevail. As used herein, the terms "**Race Event**," "**Race Area**" and "**Race Period**" shall have the meanings set forth in the Grand Prix Race Agreement.

10.2: Grand Prix Race Event: Selected Proposer shall comply with the following regulations pertaining to the Premises during Race Events and such other regulations as may be imposed by the City from time to time:

10.2.1: Temporary Outdoor Uses: Temporary outdoor uses are prohibited.

10.2.2: All Uses: All uses including, but not limited to, retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facilities, are prohibited.

10.2.3: Sale or Distribution of Food or any Other Item: Sale or distribution of food or any other item outside the Interior Premises is prohibited.

10.2.4: Temporary Structures: Temporary structures including bleachers or other seating areas, tents, shall not be erected and are prohibited.

10.2.5: Temporary Signs: Temporary signs, including signs on vehicles and buildings, visible from a street right-of-way and/or the Race Area are prohibited. Any sign erected shall be a permanent sign which has received the required permits.

10.2.6: Streamers, Pennants, Banners and Inflatables: Streamers, pennants, banners and inflatables, located within the Premises, which are visible from any street right-of-way and/or the Race Area are prohibited.

SECTION 11: PROPOSAL PACKAGE

Submit one (1) unbound original of the proposal and one (1) electronic copy of the original in PDF format on a USB compatible device.

SECTION 12: DELIVERY

Proposals should be marked "PROPOSAL FOR HANGAR 1 SOUTH" and delivered to the City of St. Petersburg Municipal Services Center, 9th Floor, Real Estate & Property Management, One Fourth Street North, St. Petersburg, Florida 33701 or by mail to P.O. Box 2842, St. Petersburg, Florida 33731-2842.

SECTION 13: DEADLINE - JUNE 19, 2017, 10:00 A.M. EDT

The deadline for proposal submission is **June 19, 2017, 10:00 A.M. EDT**. Proposals delivered after the specified time and date **WILL NOT** be considered. The City will not be responsible for failure of the United States Postal Service, private courier, or any other delivery means to deliver a proposal to the appointed place by the specified time.

SECTION 14: SCHEDULE

Issue RFP May 5, 2017
Advertise RFP May 7, 2017
Deadline for Questions & Tours June 2, 2017, 12:00 P.M. EDT
Proposals Due by June 19, 2017, 10:00 A.M. EDT

SECTION 15: SELECTION

All qualified proposals that are determined to be in the public interest for uses in accordance with the Airport will be presented to the Mayor for his consideration and for recommendation to the City Council of the City of St. Petersburg for approval.

SECTION 16: AWARD WITHOUT DISCUSSION

The City may accept a proposal without discussion if it is determined to be in the public interest for uses in accordance with Airport.

SECTION 17: LEASE AGREEMENT

Subsequent to the selection, a finalized lease agreement between the City and the selected Proposer must be approved by the City Council of the City of St. Petersburg.

SECTION 18: CITY CONTACT

David Dickerson, Real Estate Coordinator
City of St. Petersburg, Real Estate & Property Management
Phone: 727-893-7500 / Fax: 727-893-4134 / Email: david.dickerson@stpete.org
(Note: Email is subject to public records law)
Additional information/copies of this RFP may be downloaded from www.stpete.org/realestate

SECTION 19: INQUIRIES AND QUESTIONS

All inquiries, questions, requests for interpretation, correction, or clarification **must be submitted in writing**, either by mail, e-mail or by facsimile to the City Contact, and shall arrive not later than 12:00 P.M. EDT on June 2, 2017. All responses from the City shall be in writing, either by email, or facsimile. Following the closing date for questions, all submitted questions, along with City's responses thereto, will be available on the City's website: www.stpete.org/realestate, under "Requests for Proposal / Solicitations".

SECTION 20: TOUR REQUESTS

Any Proposer interested in scheduling a tour of the Premises may do so by contacting Richard Lesniak, Airport Manager, by email to: richard.lesniak@stpete.org , not later than 12:00 P.M. EDT on June 2, 2017. Tours will only be conducted during normal business hours and require a minimum of a forty-eight (48) hour notice for scheduling.

SECTION 21: CITY RESERVATIONS

The City reserves the right to:

- 21.1: Modify, waive, or otherwise vary the terms and conditions of this RFP at any time including, but not limited to, deadlines for submission and proposal requirements;
- 21.2: Waive irregularities in the proposals;
- 21.3: Reject or refuse any or all proposals;
- 21.4: Cancel and withdraw this RFP at any time;
- 21.5: Negotiate with any or all Proposers in order to obtain terms most beneficial to the City;
- 21.6: Accept the proposal which, in its sole and absolute discretion, best serves the interest of the City.

SECTION 22: DISCLOSURE

- 22.1: Information contained in this RFP is believed to be reliable, however, interested parties should rely on their own experts for counsel.
- 22.2: All proposals submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets". Additional information regarding the trade secrets requirement is available upon written request.

SECTION 23: BINDING OFFER

Proposals shall remain valid for a period of one hundred twenty (120) days following the proposal deadline and will be considered to be a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

SECTION 24: COLLUSION

More than one proposal from the same Proposer under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is submitting more than one proposal will cause the rejection of all proposals in which the Proposer is involved. Those proposals will be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in any future RFP.

SECTION 25: PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 26: PROFESSIONAL FEES AND SERVICES

The Proposer and the City shall be responsible for the selection and payment of all professional fees and services associated with their respective interest in this RFP, and if applicable, the negotiation of a lease. Professional fees and services shall include, but not be limited to, architects, engineers, design professionals, contractors, legal representation, and/or real estate representation.

SECTION 27: GOOD STANDING WITH THE CITY

Any Proposer responding to this RFP must be in good standing with the City at the time the proposal is submitted. The determination of "good standing" includes, but is not limited to, monies owed to the City, defaults on any leases/contracts and/or any other negative legal processes. Any Proposer found in a negative standing may be subject to disqualification.

SECTION 28: LOBBYING

Responders are prohibited from lobbying City of St. Petersburg employees, advisory committees, or elected officials regarding requests for proposals, requests for qualifications, bids or contracts, or during the pendency of any bid protest, by the bidder/proposer/protestor or any member of the bidder/proposer/protestor staff, an agent or employee of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited until either an award is formal or any protest is formally resolved by the City; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Real Estate or the Planning and Economic Departments to address situations such as clarification and/or questions related to the procurement process or about questions related to zoning or building code requirements. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of person and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected or disqualified from consideration.

[Remainder of Page Intentionally Blank; Exhibits Follow]

EXHIBIT "A"
Illustration Of Airport Location

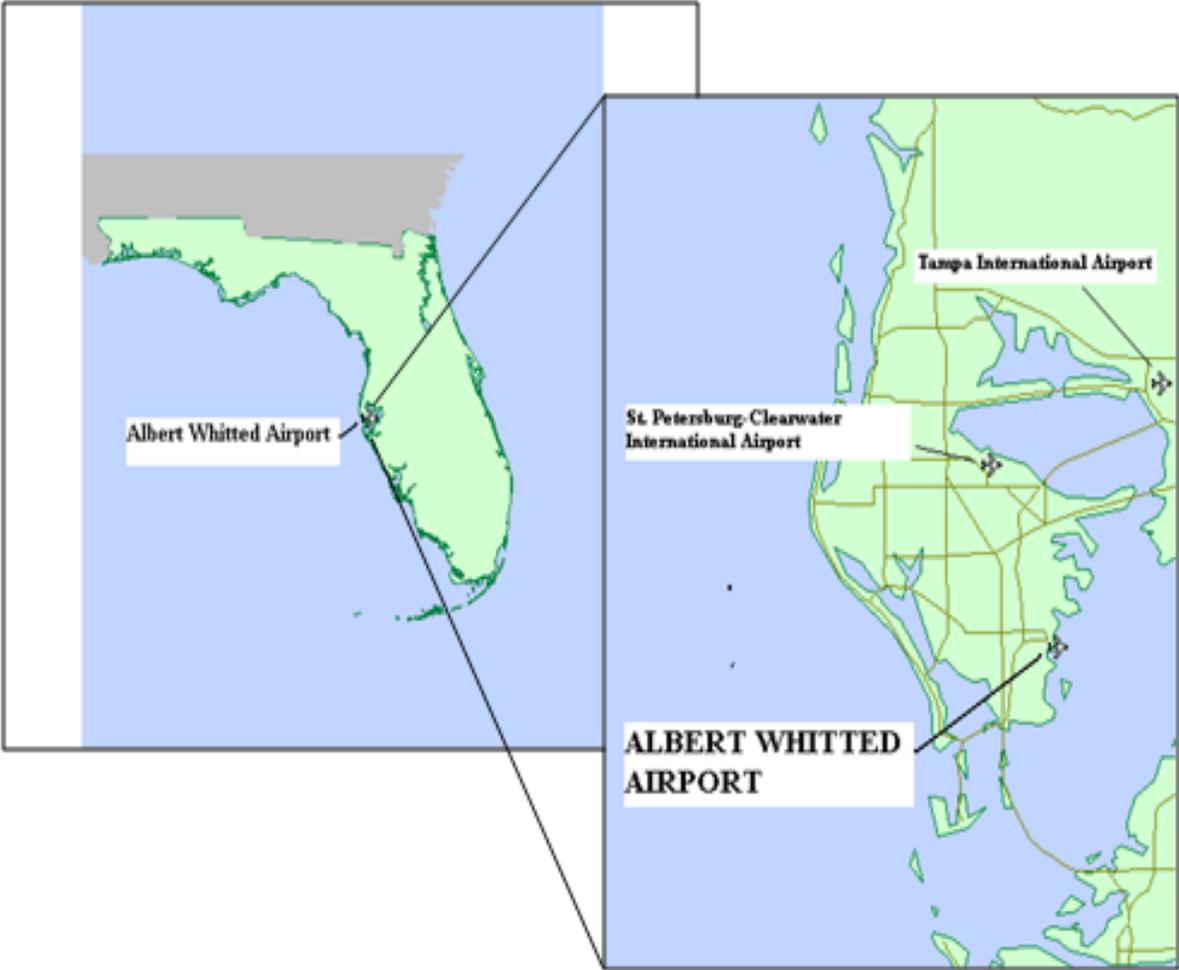


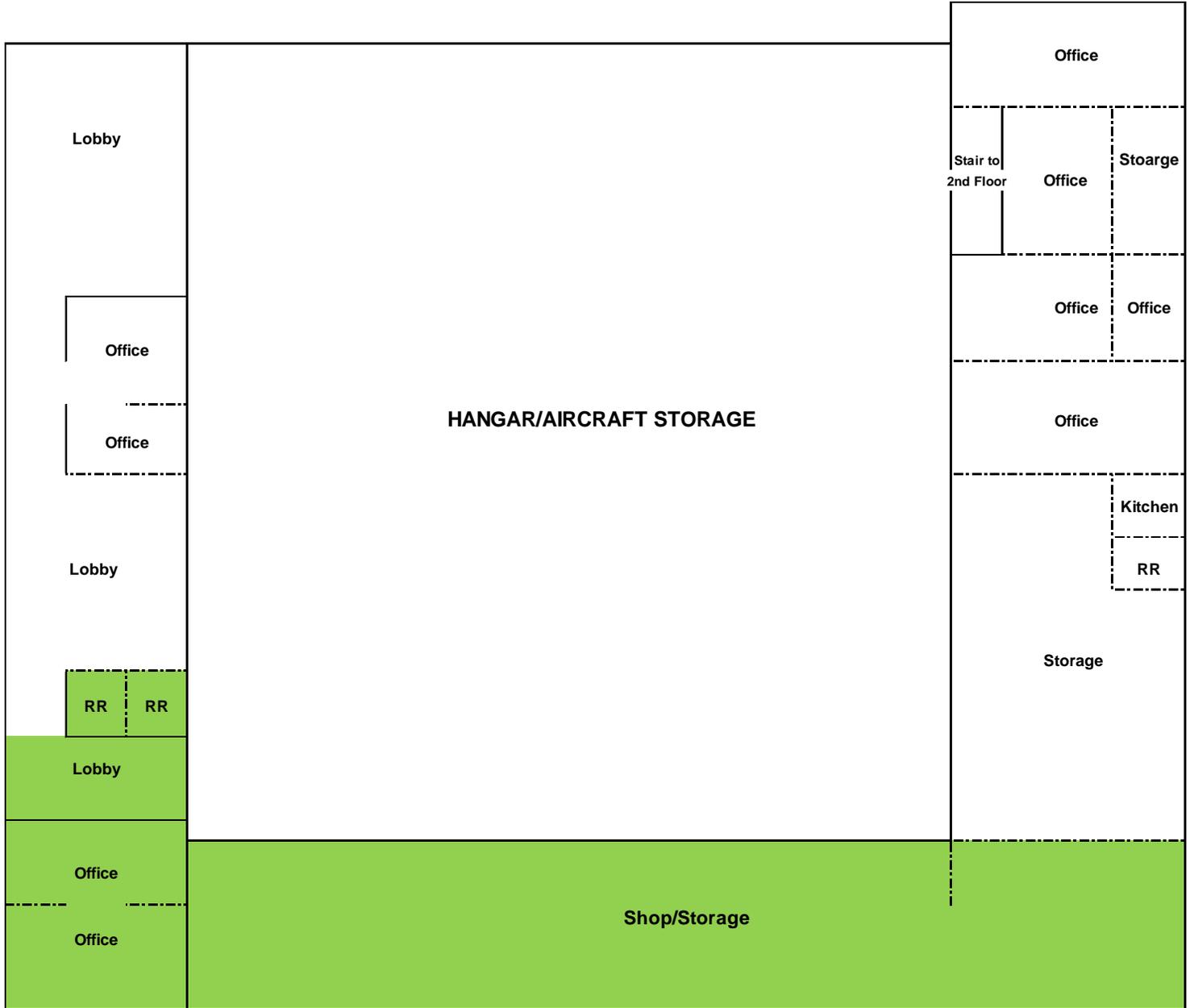
EXHIBIT "A-1"

Illustration of Premises Location
South Office & Storage in Hangar #1



EXHIBIT "A-2"

Illustration of Premises Floor Plan
South Office & Storage in Hangar #1



 - SUBJECT LEASEHOLD

EXHIBIT "B"

Photos Of Premises - Hangar 1 South

[INSERT]



Hangar 1 South Office Area



Hangar 1 South Storage Space

NOTE: FURNITURE, APPLIANCES AND SHELVING NOT INCLUDED WITH THE SPACE



Hangar 1 Lobby Area and Exterior

EXHIBIT "C"

Proposal Form - Hangar 1 South

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The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal that was issued by the City of St. Petersburg on May 5, 2017.

Name of Company/Organization

Authorized Signature of individual submitting proposal for above Company/Organization

Printed name of individual above

Date

E-mail address

Phone

Fax