



**REQUEST FOR PROPOSAL
FOR A CORPORATE HANGAR
ON THE CITY OF ST. PETERSBURG'S
ALBERT WHITTED AIRPORT**

Issue Date:

March 11, 2018

Due Date:

May 11, 2018

10:00 A.M. ET

**REQUEST FOR PROPOSAL
FOR A CORPORATE HANGAR
ON THE CITY OF ST. PETERSBURG'S
ALBERT WHITTED AIRPORT**

The City of St. Petersburg ("**City**") seeks proposals from qualified parties (collectively, "**Proposer**") interested in leasing certain land ("**Property**") located on Albert Whitted Airport ("**Airport**"), as depicted in the attached Exhibits "A" and "B", in order to construct a corporate aeronautical hangar and associated improvements ("**Hangar**"), subject to a lease and development agreement with the City ("**Agreement**").

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 for leasing the Property for the construction and use of the Hangar by a single end user for aeronautical use only, including, but not limited to, storage and/or maintaining of airworthy aircraft ("**Intent**").

SECTION 4: PROPERTY DESCRIPTION

The Property is located on the north side of Taxiway "C", in between the compass rose and Taxiway "C", as depicted in Exhibit "B". Based on preliminary analysis, the maximum footprint for the Hangar is approximately 65' x 78' ($\pm 5,070$ sq./ft.), however, Proposers are advised to consult their professional advisors prior to submitting a proposal under this RFP for confirmation of the maximum footprint. The Airport's public-use, self-fueling ramp is located adjacent to the site on the east side. Accordingly, any Proposer is advised of possible odors of aircraft fuel and/or fumes in higher concentration than may be experienced at other locations on the Airport.

SECTION 5: RENT, TAXES, TERM

5.1: Rent: The minimum rent shall be \$1.12 per sq./ft., per year, and calculated based upon the final developed size of the building ("**Minimum Rent**"). Other site improvements such as connector taxi lanes will not be included in the rent calculation, unless significant other improvements (i.e. expanded ramp parking area) are constructed. A Proposer may offer rates above the Minimum Rent, having favorable influence on the consideration of the overall proposal. The Minimum 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.

5.2: Taxes: The selected Proposer shall be responsible for and shall pay before delinquency any real property taxes levied on the Property and Hangar (collectively, "**Premises**"), as well as all municipal, county, state and federal taxes assessed during the term of the Agreement, against personal property of any kind owned by or placed in, upon or about the Premises by the selected Proposer.

5.3: Term: The term of the Agreement ("**Term**") will be based on the total cost of the Hangar. The initial term will be ten (10) years, provided the total cost of the Hangar is \$300,000 or less. The City will support an additional one (1) year to the Term for every \$30,000 in excess of \$300,000. (For example, if the total cost of the Hangar is \$450,000, the maximum Term would be fifteen (15) years). In no event shall the Term exceed twenty-five (25) years. A Proposer may offer a shorter Term, having favorable influence on the consideration of the overall proposal.

5.4: Ownership of Improvements: Upon expiration or earlier termination of the Agreement, the Hangar and all site improvements will become the property of the City.

SECTION 6: DEVELOPMENT RESPONSIBILITIES

The successful Proposer, at its sole cost and expense, will be responsible for the development of the Hangar, including but not limited to:

6.1: Pre-design site analysis to confirm size, height and location of the Hangar;

6.2: Applicable survey and/or geo-technical work;

6.3: Complete a set of buildable plans;

6.4: Obtaining any applicable permits prior to the start of any construction work. The Hangar must comply with applicable regulations including, but not limited to, those of the City of St. Petersburg Building Department, Florida Building Code, Fire Marshall, Federal Aviation Administration, SWFWMD, and any other applicable governing authority;

6.5: Proposer shall be responsible for providing any necessary utility feeds (i.e. electrical, water, etc.) required for the building site including installation of the necessary underground infrastructure and runs to connect to the nearest, approved utility source;

6.6: Proposer shall be responsible for the full restoration of any existing infrastructure that may need to be disturbed including the relocation and restoration of any existing utilities and airfield equipment including but not limited to taxiway edge lights, guidance signs, underground utility runs, pavements, grass areas, and stormwater drainage systems.

6.7: Professionals employed by the selected Proposer shall be insured and licensed in the State of Florida, including but not limited to architects, engineers, planners, contractors, and surveyors and all contracts for improvements shall provide for a payment and performance bond in accordance with Section 255.05, Florida Statutes or successor laws.

6.8: The selected Proposer shall be required to submit to the City all documentation substantiating the final cost of the Hangar (and to substantiate the final lease term), including but not limited to copies of paid invoices/receipts.

6.9: *It is strongly suggested that all Proposers consult with and review these Development Responsibilities with industry professionals (i.e. architects, engineers, planners, contractors, etc.) prior to submitting a proposal to understand the potential scope and cost of undertaking this commitment. The City will allow access to the site by the Proposer and/or its professional representatives. Please see Section 20: Site Visit Requests.*

SECTION 7: PROPOSAL REQUIREMENTS

A Proposal must contain the following:

7.1: Proposed Rent, no less than the value indicated SECTION 5 of this RFP;

7.2: Proposed Term, in accordance with SECTION 5 of this RFP;

7.3: A detailed description of the use and development plans of the Hangar, along with a conceptual site plan or illustration that demonstrates substantial compliance with existing City code /zoning;

7.4: Evidence supporting the Proposer's financial capability of undertaking this project including, but not limited to, financial statements of company operating revenues and expenses, history of debt repayments, and letters of credit;

7.5: A complete description of the development team including names, addresses, individual resumes' of those individuals to be assigned to the project; the responsibilities of each team member or firm; and the experience of all those involved;

7.6: Time periods for commencing and completing construction, and commencing operations;

7.7: 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;

7.8: The estimated number and type of new, permanent jobs that will be created by this development and include a description of type, number, and the estimated salary range of those positions;

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

7.10: A list of any previous or current City-project that the Proposer or any member of the Proposer's team was involved with, whether directly or indirectly;

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

7.12: Affirmative statements that:

7.12.1: the City will not be required to offer financial assistance or pay any inspection or professional fees;

7.12.2: the Property will not be subject to any tenant created liens;

7.12.3: the Proposer's principal(s) will sign a Personal Guaranty for the financial obligations to the City contained in the Agreement.

7.13: A complete and signed Proposal Form attached as Exhibit "C" to this RFP , indicating a primary contact person, accompanied by a **NON-REFUNDABLE** payment of two hundred fifty (\$250) dollars. Payment should be made in the form of a check, payable to the City of St. Petersburg.

SECTION 8: PREFERRED PROPOSAL

The preferred proposal should:

- 8.1: Create new aeronautical-related positions (i.e. flight crew, mechanics, etc.);
- 8.2: Rent payable to the City above the required minimum rate set forth in SECTION 5;
- 8.3: Shorter Term in accordance with SECTION 5.

SECTION 9: GENERAL OBLIGATIONS

The selected Proposer will be responsible for complying with all terms and conditions contained within the 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](#) and the [Airport Rules and Regulations as contained in Chapter 6, Article II of the City of St. Petersburg Code](#), as well as 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

Grand Prix Race Agreement: The 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.

SECTION 11: PROPOSAL PACKAGE

Submit in a sealed envelope, one (1) original, signed Proposal. A copy of the signed Proposal Form (Exhibit "C") and the non-refundable payment of two hundred fifty dollars (\$250), in the form of a check payable to the City of St. Petersburg, should be clipped to the front of the sealed envelope.

SECTION 12: DELIVERY

The Proposal package should be marked "PROPOSAL FOR CORPORATE HANGAR" and delivered:

12.1: By hand, courier, FEDEX or otherwise to the City of St. Petersburg Municipal Services Center, 9th Floor, Real Estate & Property Management, One Fourth Street North, St. Petersburg, Florida, 33701; or

12.2: By United States Postal Service mail to City of St. Petersburg, Real Estate & Property Management, P.O. Box 2842, St. Petersburg, Florida 33731-2842.

SECTION 13: DEADLINE – MAY 11, 2018, 10:00 A.M. ET

The deadline for proposal submission is MAY 11, 2018, 10:00 A.M. ET. 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/Advertise RFPMarch 11, 2018
Deadline for Questions & ToursApril 12, 2018, 4:00 P.M. ET
Proposals Due by **May 11, 2018, 10:00 A.M. ET**

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 Administration for 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 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 e-mail or by facsimile to the City Contact, and shall arrive not later than **4:00**

P.M. ET , on April 12, 2018. 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, as well as any other additional information and copies of this RFP may be downloaded will be available on the City's website: www.stpete.org/realestate.

SECTION 20: SITE VISIT REQUESTS

Any Proposer, and its professional representative(s), interested in scheduling a site visit of the Property may do so by contacting Richard Lesniak, Airport Manager, by email to richard.lesniak@stpete.org or via phone at 727-893-7657. Site visits will only be conducted during normal business hours and require a minimum of a forty-eight (48) hour notice for scheduling. All tours shall conclude by 4:00 P.M. ET on April 12, 2018.

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 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: OUTSTANDING OBLIGATIONS TO THE CITY

City shall not accept a Proposal from any person, entity, or principal of an entity, that currently has any outstanding indebtedness to City or unresolved claims with or by City, unless the indebtedness or unresolved claims have been satisfied prior to the submission of a Proposal.

SECTION 28: LOBBYING

Proposers 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.

EXHIBIT "A"
Illustration Of Airport Location

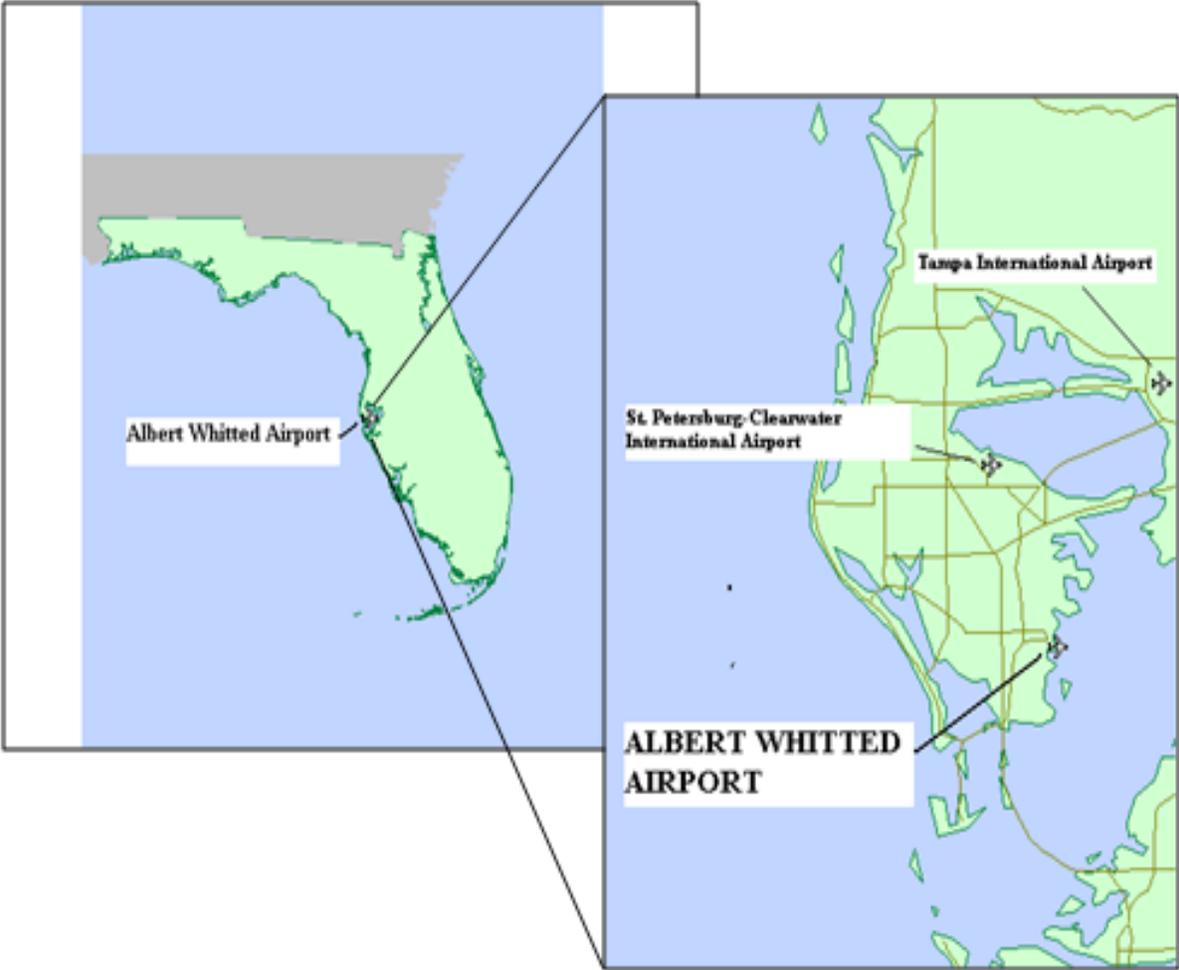


EXHIBIT "B"
Illustration of Property Location



EXHIBIT "C"

Proposal Form – Corporate Hangar

**REQUEST FOR PROPOSAL
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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 March 11, 2018.

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