REQUEST FOR PROPOSAL
FOR THE LEASE OF OFFICE & STORAGE SPACE
IN HANGAR #1
AT THE CITY OF ST. PETERSBURG'S
ALBERT WHITTED AIRPORT
ST. PETERSBURG, FLORIDA

Issue Date:
September 8, 2015

Due Date:
October 23, 2015
1:00 P.M. Local Time
The City of St. Petersburg ("City") seeks proposals from qualified parties (collectively "Proposer") interested in leasing office and climatized storage space on the east side of the historic Hangar #1 building ("Premises"), for aeronautical and/or non-aeronautical use, on the Albert Whitted Airport ("Airport"), as depicted in the attached Exhibits "A", "A-1", "A-2" and "B", under a lease agreement ("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, 249,000 (2013 est.); Pinellas County, 929,000 (2013 est.); greater Tampa Bay region, 4.4 million.

In addition to its proximity to downtown businesses, the Airport lies directly south of 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 1900s, 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 was begun 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 (3,677 ft x 75 ft) and runway 18/36 (2,864 ft x 150 ft) and adjacent parallel taxiways. The Airport currently has VOR 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 completed over $13 million in improvements on the airport including the 10,600sq/ft Galbraith Terminal, an air traffic control tower, a new parallel taxiway and various ramp expansions.

In addition to the new Galbraith Terminal described above, the airport has eighty-eight (88) T-hangars, five (5) corporate hangars, two (2) conventional 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, 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 and/or non-aeronautical related services, as defined by the Federal Aviation Administration ("FAA"). Although consideration will be given to uses that do not meet the FAA definition of "aeronautical", or are not considered part of the aviation industry, preference will be given to those proposals that require direct use for aeronautical purposes, as defined by the FAA.

SECTION 4. PROPERTY DESCRIPTION

The Premises is located on the east side of the Hangar #1 building at Albert Whitted Airport; 107 8th Ave SE St. Petersburg, FL 33701. The Hangar #1 building is a historically designated structure that was originally built in 1928. The Premises resides in a section of the building that was added on in the 1940s. The Premises, as depicted in the attached Exhibits "A", "A-1", "A-2" and "B", includes:

1. Office space, break area/kitchen and restroom ("Office") located on the east side of the historic Hangar #1 building consisting of approximately ±399 sq/ft.
2. Climatized storage space ("Storage"), located on the east side of the historic Hangar #1 building consisting of approximately ±1,442 sq/ft.

SECTION 5. RENTS, TAXES, TERM, and CONDITION

1. **Rents:** The required minimum rental rates payable to the City are as follows:
   
   A. Office Rent - $8.00 per sq/ft, per year.
   
   B. Storage Rent - $2.00 per sq/ft, per year.

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

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 mutually acceptable index.
3. **Taxes:**

   A. **Personal Property Taxes:** Selected Proposer shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term or any then in effect, against personal property of any kind owned by or placed in, upon or about the Premises by the selected Proposer.

   B. **Real Property Taxes:** 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.

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

6. **Condition:** Proposer understands they are renting the space “As Is” with the right to inspect.

**SECTION 6. UTILITIES**

The Premises is individually metered for electric. Accordingly, the selected Proposer will establish utility accounts directly with each specific utility entity including, but not limited to, electric and telecommunication services such as internet, cable and telephone. Additional fees for water/sewer, stormwater and refuse will be added to the monthly rental invoice from the City.

**SECTION 7. PROPOSAL REQUIREMENTS**

Proposal must contain the following:

1. Proposed lease term and rental rates payable to the City.
2. Resume’ of Proposer’s previous experience, identifying not less than three (3) years of experience directly related to the proposed use.
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 21 of this RFP provides information regarding public record laws.

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.

5. If an aeronautical operation:
   A. 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.
   B. Provide operational statistics to substantiate prior operations if the Proposer has provided similar services elsewhere.
   C. 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.

6. If a non-aeronautical operation:
   A. 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.
   B. Provide relevant operational statistics (i.e. sales volumes, units sold, etc.) to substantiate prior operations if the Proposer has provided similar services elsewhere.
   C. 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. 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.

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

9. A primary contact name and information, including phone, fax, and email.

10. A signed Proposal Form that is included as Exhibit "C" in this RFP.
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 of the Agreement.

SECTION 8. PREFERRED PROPOSAL
The preferred proposal should provide:
1. Leasing the Premises for an aeronautical use, as defined by the FAA.
2. Rental rates payable to the City above the required minimum rental rates set forth in Section 5.1 above.
3. Leasehold improvements, if proposed, that provide for a benefit to the Airport, as determined by the City.

SECTION 9. GENERAL OBLIGATIONS
The selected Proposer will be responsible for complying with all terms and conditions contained within the negotiated lease agreement with the City, in addition to the Minimum Standards and Requirements for the Conduct of Commercial and Non-commercial Aeronautical Services and Activities at Albert Whitted Airport; Airport Rules and Regulations as contained in Chapter 6, Article II of the City of St. Petersburg Code; all other Local, State and/or Federal rules which may apply, including all applicable Federal Aviation Regulations (FARs). In addition, 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
1. Grand Prix Race Agreement: Any lease 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 on 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.

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:

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

   B. 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.

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

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

   E. 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.

   F. 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 on CD or USB compatible device in PDF format.

SECTION 12. DELIVERY

Proposals should be marked "HANGAR 1 EAST – OFFICE & STORAGE SPACE" 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 City of St. Petersburg, Real Estate & Property Management, P.O. Box 2842, St. Petersburg, Florida 33731-2842.

SECTION 13. DEADLINE - OCTOBER 23, 2015 1:00 P.M. LOCAL TIME

The deadline for proposal submission is OCTOBER 23, 2015 1:00 P.M. LOCAL TIME. 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
RFP Advertised & Issued ................................................................. September 8, 2015
Last day for questions and touring the Premises .............................. October 2, 2015
Proposals due by 1:00 P.M., Local Time ...................................... October 23, 2015

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 ("City Council") 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. CITY COUNCIL APPROVAL
Subsequent to the recommendation, a finalized Agreement between the City and the selected Proposer must be approved by the City Council.

SECTION 18. QUESTIONS AND INTERPRETATIONS
All inquiries, questions, requests for interpretation, correction, or clarification must be submitted in writing or by e-mail to the City Contact below and must not arrive later than 1:00 PM, Local Time, on October 2, 2015. All appropriate responses to such inquiries will be available online, by visiting http://www.stpete.org/realestate, and following the appropriate link under Requests for Proposal/Solicitations.

SECTION 19. CITY CONTACT
David Dickerson, Real Estate Coordinator, City of St. Petersburg at 727-893-7500 or by email to david.dickerson@stpete.org. Additional information and copies of this RFP are available online, by visiting http://www.stpete.org/realestate, and following the appropriate link under Requests for Proposal/Solicitations.

SECTION 20. CITY RESERVATIONS
The City reserves the right to:
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.
2. Waive irregularities in the proposals.
3. Reject or refuse any or all proposals.
4. Cancel and withdraw this RFP at any time.
5. Negotiate with any or all Proposers in order to obtain terms most beneficial to the City.

6. Accept the proposal which, in its sole and absolute discretion, best serves the interest of the City.

SECTION 21. DISCLOSURE

1. Information contained in this RFP is believed to be reliable, however, interested parties should rely on their own experts for counsel.

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 22. 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 23. TOUR REQUESTS

Any Proposer interested in scheduling a tour of the Premises may do so by contacting Richard Lesniak, Airport Manager, at 727-893-7657 or richard.lesniak@stpete.org. Tours will only be conducted during normal business hours and require a minimum of a forty-eight (48) hour notice for scheduling. The deadline for conducting tours is October 2, 2015, 1:00 PM, Local Time.

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

Proposers are prohibited from lobbying with City Council, Mayor, or Administration relative to its proposal or response to this RFP. Non-compliance with this provision shall result in disqualification from consideration.

[END OF RFP – EXHIBITS FOLLOW]
EXHIBIT "A"
HANGAR 1 EAST – OFFICE & STORAGE SPACE
ILLUSTRATION OF AIRPORT LOCATION
EXHIBIT "A-2"
HANGAR 1 EAST – OFFICE & STORAGE SPACE
FLOOR PLAN

[Image of a floor plan showing office spaces, storage areas, and a marked subject area]

Lobby
Office
Office
Lobby
RR
RR
Lobby
Office
Office

HANGAR/AIRCRAFT STORAGE

SUBJECT

Office
Kitchen
RR
Storage
Shop/Storage

Stair to 2nd Floor

Office

Hangar #1 East Office and Storage Space RFP
EXHIBIT "B"
HANGAR 1 EAST – OFFICE & STORAGE SPACE
PHOTOS OF PREMISES

FURNITURE, APPLIANCES AND SHELVING ARE NOT INCLUDED WITH THE SPACE
EXHIBIT "B"
HANGAR 1 EAST – OFFICE & STORAGE SPACE
PHOTOS OF PREMISES

FURNITURE, APPLIANCES AND SHELVING ARE NOT INCLUDED WITH THE SPACE
EXHIBIT "B"
HANGAR 1 EAST – OFFICE & STORAGE SPACE
PHOTOS OF PREMISES

FURNITURE, APPLIANCES AND SHELVING ARE NOT INCLUDED WITH THE SPACE
EXHIBIT "C"
PROPOSAL FORM
REQUEST FOR PROPOSAL
FOR THE LEASE OF OFFICE & STORAGE SPACE
IN HANGAR #1
AT THE CITY OF ST. PETERSBURG’S
ALBERT WHITTED AIRPORT
HANGAR 1 EAST – OFFICE & STORAGE SPACE

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 September 8, 2015.

Name of Company/Organization

________________________________________
Signature of individual submitting proposal for above Company/Organization

________________________________________
Printed name of individual

________________________________________
E-mail address

________________________________________
Phone

________________________________________
Fax

________________________________________
Date