

**REQUEST FOR PROPOSAL
FOR
WATERFRONT RESTAURANT
LOCATED AT**

300 - 2ND AVENUE NORTHEAST, ST. PETERSBURG FLORIDA 33701

Issue Date

FEBRUARY 2, 2014

Due Date

1:00 P.M. Local Time

MARCH 7, 2014

REQUEST FOR PROPOSAL
FOR
WATERFRONT RESTAURANT
LOCATED AT 300 - 2ND AVENUE NE, ST. PETERSBURG, FLORIDA

The City of St. Petersburg ("City") invites developers, end-users and interested parties (collectively "**Responder**") to submit a plan to lease and operate a waterfront restaurant located approximately at 300 - 2nd Avenue NE St. Petersburg, Florida 33701 for retail use ("**Premises**").

SECTION I. INTENT.

The City, by this Request for Proposal ("**RFP**"), sets forth its intent to consider a proposal for the lease of the Premises for retail use, including but not limited to Restaurant / Banquet / Catering / Supporting Uses or an alternative use acceptable to the City.

SECTION II. PREMISES DESCRIPTION.

The site has approximately 3,400 square feet with a Building containing approximately 2,000 square feet. It has a superior location on the City's waterfront at the entrance road to the Pier and it is located across from the St. Petersburg Museum of History, the St. Petersburg Museum of Fine Arts, and Straub Park. A location map is included in Exhibit "A" to this RFP.

SECTION III. ZONING

The current zoning of the Premises is Downtown Center Districts (DC-P). A copy of the zoning ordinance is located on our website at

http://library.municode.com/HTML/14674/level3/PTIISTPECO_CH16LADERE_S16.20.120DOCEDIDC.html#PTIISTPECO_CH16LADERE_S16.20.120DOCEDIDC_16.20.120.3INDCDI.

SECTION IV. UTILITIES

The Premises has access to all typical utilities including but not limited to water, electric, telephone, sewer, and natural gas. HVAC is installed and is operational.

SECTION V. PROPOSAL REQUIREMENTS.

Proposal must contain the following:

- (1) Proposed lease terms, including but not limited to proposed base rent and percentage rent.

NOTE: City Charter Sec. 1.02. Park and waterfront property; use, disposition limits the lease term to not more than Ten (10) years.

- (2) Resume' of previous experience identifying not less than five (5) years of experience directly related to the proposed use of the Premises.
- (3) A detailed description of the concept or theme and how the building will be used to accomplish the Intent of this RFP.
- (4) Time periods for commencing and completing construction, and installation of equipment.
- (5) Estimated build out and/or improvements cost, and proof of financial capability.

- (6) A floor plan and rendering of the interior finish of the building for any anticipated improvements or modifications.
- (7) A primary contact name and numbers including phone, fax, and email.
- (8) An affirmative statement that the Premises will not be subject to any Tenant created liens.
- (9) A signed Proposal Form that is Exhibit "C" to this RFP.

SECTION VI. PREFERRED PROPOSAL.

The preferred proposal should:

- (1) Provide for an annual "Base Rent" of not less than Thirty Thousand Dollars (\$30,000) paid in equal monthly installments of Two Thousand Five Hundred Dollars (\$2,500) plus applicable taxes .
- (2) Provide for "Percentage Rent" in addition to Base Rent payable monthly.
- (3) Not require any financial assistance from the City.
- (4) Provide for an initial lease term of not more than ten (10) years in accordance with City Charter restrictions.
- (5) Provide a complete description of the Responder's 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.
- (6) Include a certified financial statement, at delivery of Proposal, supporting the Responder's financial capability of undertaking this project including current operating revenues and expenses, and a history of debt repayments.
- (7) An affirmative statement that the Responder's principal(s) will sign a Personal Guarantee for the rent payments.
- (8) Provide a complete description of the Responder's entity (corporation, partnership, etc.) and identification of all parties, including disclosure of all persons or entities having a beneficial interest in the proposal.
- (9) Include a commitment to develop, maintain and operate the business.
- (10) Fully demonstrate the Responder's direct experience in producing the proposed project including the quality and quantity of similar projects by the Responder.
- (11) Provide for an expeditious planning and construction schedule with the objective of meeting the following time periods for each phase of development:
 - (i) Commence construction not more than 15 days after the Lease commencement.
 - (ii) Complete construction not more than 120 days after Lease commencement.
 - (iii) Open for business not more than 30 days after completing construction

SECTION VII. RULES AND REGULATIONS.

The Lease shall contain Rules and Regulations, including, but not limited to :

- (1) Cleanliness. Tenant shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. Tenant covenants not to use or maintain the Premises nor commit or permit waste of the Premises.
- (2) Odors. Tenant shall not operate an incinerator or burn trash or garbage or permit any noxious odors to emanate from the Premises.
- (3) Antennas; Projections. Tenant shall not, except as otherwise provided herein, place or permit any television or radio on the roof or outside the Premises; nor place any antenna, or other projection on the exterior of the Premises, except Tenant shall have the right to install, at its sole cost and expense, cable television hook-ups to the Premises, or a satellite dish located outside or on the roof of the Premises as permitted by law.
- (4) Insurance Premiums. Tenant shall pay to City any increase in premiums for any casualty insurance carried by City resulting from the business carried on in the Premises by Tenant.
- (5) Property Taxes. Tenant shall be responsible for a pro-rata share of any advalorem taxes that may be assessed on the Premises.
- (6) Nuisance. Tenant shall not take any action nor permit any action that in the reasonable judgment of City would constitute a nuisance.
- (7) Parking. Within the Municipal Marina, there are eight (8) designated "Restaurant Only" parking spaces and six (6) "Marina & Restaurant Parking" spaces (collectively "Parking Area"). These parking spaces are available to Tenant's customers on a first come, first serve basis.
- (8) Solicitation. Tenant shall not solicit business in the Parking Area, or distribute handbills or other advertising material in or upon vehicles parked in the Parking Area.
- (9) Interior Temperature. Tenant shall maintain the inside of the Premises at a temperature sufficiently high to prevent freezing of water and pipes and fixtures inside the Premises.
- (10) Trash Collection. Tenant shall store all trash and garbage within a designated area and only in receptacles of the size, design, and color from time to time agreed upon by City and Tenant. Tenant shall pay all expenses related to trash removal.
- (11) Deliveries. All deliveries may be brought into the Premises only at times and in the manner designated by City in compliance with applicable Laws, and always at Tenant's sole risk. City may inspect items brought into the Premises with respect to weight or dangerous nature or compliance with this Lease or applicable Laws.
- (12) Signs. Tenant shall maintain for the entire Term, or Renewal Term, the current exterior signs and may maintain its standard proprietor, credit card, and of operation insignia on the front entrance of the Premises. All Tenant's signage shall be operational and in compliance with all applicable governmental codes and shall be maintained by Tenant in good, clean and working condition.
- (13) Business Hours. Tenant shall conduct its business on the Premises Sunday through Wednesday from 10:00 A.M. to 11:00 P.M. and from 10:00 A.M. to 2:00 AM on Thursday through Saturday or any other hours mutually agreed to by the Parties. Tenant shall provide

the City with any changes to its business hours in writing. The term "Closing" that is used in this Lease shall mean 11:00 P.M. on Sundays through Wednesdays; 2:00 A.M. on Thursdays through Saturdays, except as provided for in this Lease.

(14) Outdoor Seating. Tenant may, upon procuring all necessary approvals and/or permits, without waivers, exceptions or variances, from state or local authorities, provide an outdoor seating area for the exclusive use of its customers on the Premises.

(15) City Events. City reserves the right to conduct City events that may affect access to the Premises such as the Grand Prix Race that is a once-a-calendar-year automobile race. City shall cooperate with Tenant to minimize the impact of any City event

(16) Music: (i) Live Music Outdoors. Tenant will be allowed to play live music in the Outdoor Area, (all references to "Outdoor Area" or the "Indoor Area" in this paragraph are depicted in Exhibit "B", attached to this RFP, until 10:00 P.M., Monday through Sunday. At 10:00 P.M. all live music in the Outdoor Area must be discontinued or moved to the Indoor Area, with all doors, windows, openings, etc. closed, with only two exceptions. The two exceptions are the dates of New Year's Eve and the 4th of July; on New Year's Eve, Tenant will be allowed to play live music in the Outdoor Area until 1:00 A.M. and on the 4th of July, Tenant will be allowed to play live music in the Outdoor Area until 11:00 P.M. (ii) Live Music in Indoor Area: Tenant will be allowed to play live music in the Indoor Area, until Closing, Monday through Sunday. However, live music played in the Indoor Area after 10:00 P.M. must be done with all doors, windows, openings, etc., closed. (iii) Recorded Music or Amplified Sound: Tenant will be allowed to have recorded music or amplified sound played in the Outdoor Area until 11:00 P.M., Monday through Sunday. Tenant will be allowed to have recorded music or amplified sound played in the Indoor Area until Closing. If Tenant chooses to play live music or recorded music or amplified sound in the Outdoor Area or the Indoor Area, it must be done in full compliance with the Law and this Lease. A violation of this paragraph shall be a material default of the Lease.

(17) Prohibited Uses. Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefore; (ii) use, sell or distribute any commercial leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas); (ii) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception; (iii) bring or permit any pet or other animal in the Premises, except for registered guide or companion dogs or as permitted by City Code; (iv) do or permit anything in or about the Premises that is unlawful, or is contrary to public health, safety or welfare; or (v) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises.

(18) Additional Rules. City may add to, amend, or supplement any such rules and regulations so long as the rules and regulations are reasonable, do not conflict with this Lease, do not cause Tenant to incur additional costs, and do not interfere with the operation of Tenant's business. Any such additional rules and regulations, amendments or supplements shall be delivered to Tenant in writing at least thirty (30) days prior to their effective date.

SECTION VIII. PROPOSAL PACKAGE.

Please submit five (5) bound copies of the Proposal and one (1) electronic copy on CD in PDF format.

SECTION IX. DELIVERY.

Proposals should be marked "**PROPOSAL FOR WATERFRONT RESTAURANT**" and delivered:

- (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; or
- (2) By USPS mail to City of St. Petersburg, Real Estate & Property Management, P.O. Box 2842, St. Petersburg, Florida 33731-2842.

SECTION X. DEADLINE 1:00 P.M. LOCAL TIME MARCH 7, 2014.

Proposals received 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 at the specified time in order to be considered.

SECTION XI. SCHEDULE.

- (1) Issue/advertise Request For Proposal on February 2
- (2) Last day for questions February 14
- (3) Proposals due by 1:00 P.M. March 7
- (4) Selection of Proposal not later than March 21
- (5) Finalized lease agreement not later than April 15

SECTION XII. SELECTION.

City Development Administration shall review all qualified proposals and the proposal selected, if any, that is determined to be in the public interest for uses in accordance with the RFP, will be presented to the Mayor for his consideration and for his recommendation to the City Council of the City of St. Petersburg for approval.

SECTION XIII. AWARD WITHOUT DISCUSSION.

The City may accept a proposal without discussion if, in its sole discretion, it is determined to be in the public interest for the intended use.

SECTION XIV. LEASE AGREEMENT.

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

SECTION XV. 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 noon, February 14, 2014. All responses from the City shall be in writing, either by email, or facsimile.

SECTION XVI. CITY CONTACT.

Mike Psarakis, Senior Real Estate Coordinator, City of St. Petersburg at 727-893-7500 or toll free 800-874-9026 or by email to Mike.Psarakis@stpete.org or by FAX 727-893-4134. Additional information and copies of this RFP may be downloaded at

SECTION XVII. 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, the date schedule 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 Responders 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 XVIII. DISCLOSURE

Information regarding the Premises is believed to be reliable; however, interested parties should rely on their own experts for counsel.

SECTION IX. PUBLIC RECORDS

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 trade secrets' requirement are available upon written request.

SECTION X. COLLUSION.

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

SECTION XI. 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 XII LOBBYING.

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

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EXHIBIT "A"

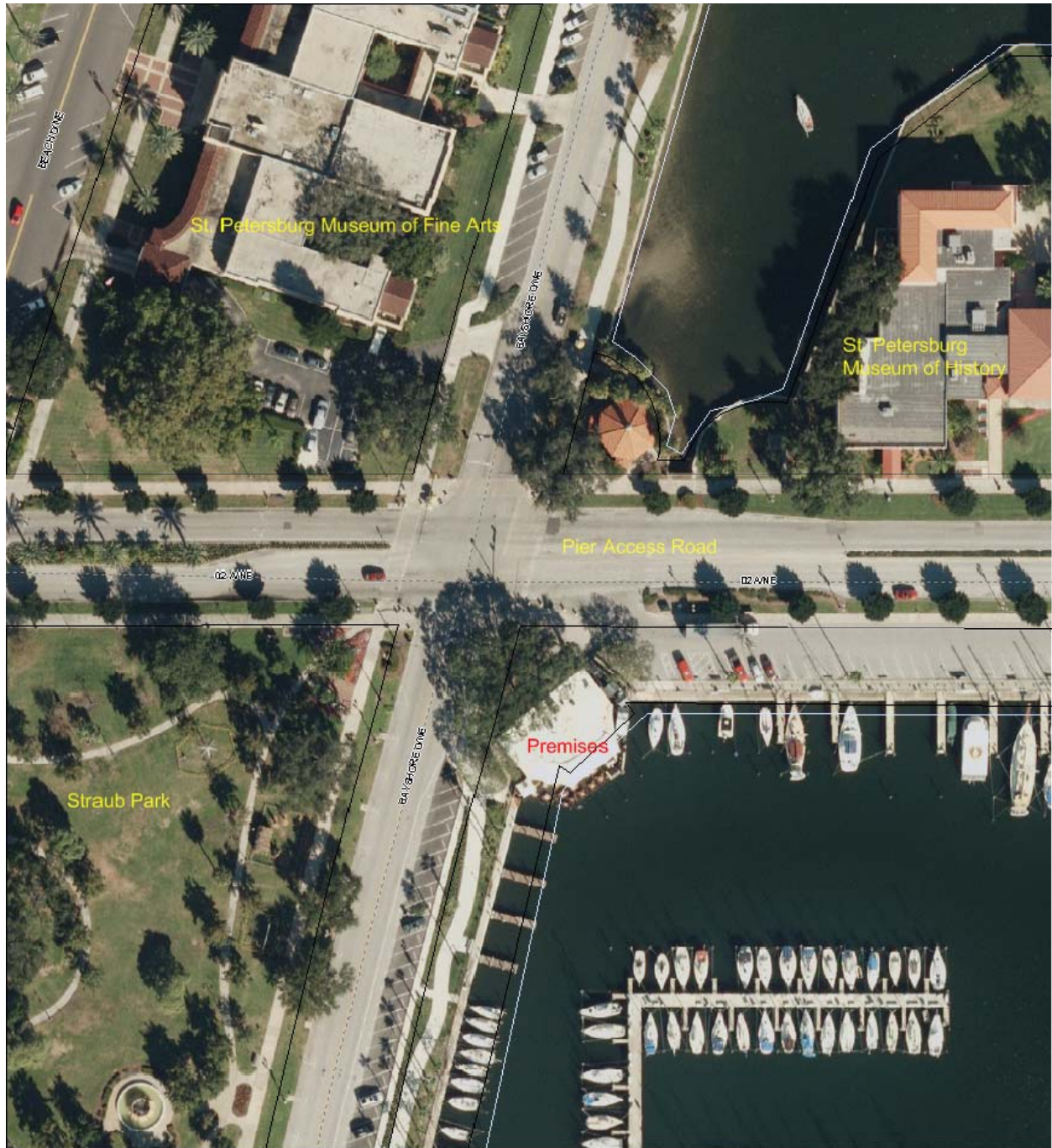


EXHIBIT "B" OUTDOOR/INDOOR AREAS

EXHIBIT OUTDOOR AREA

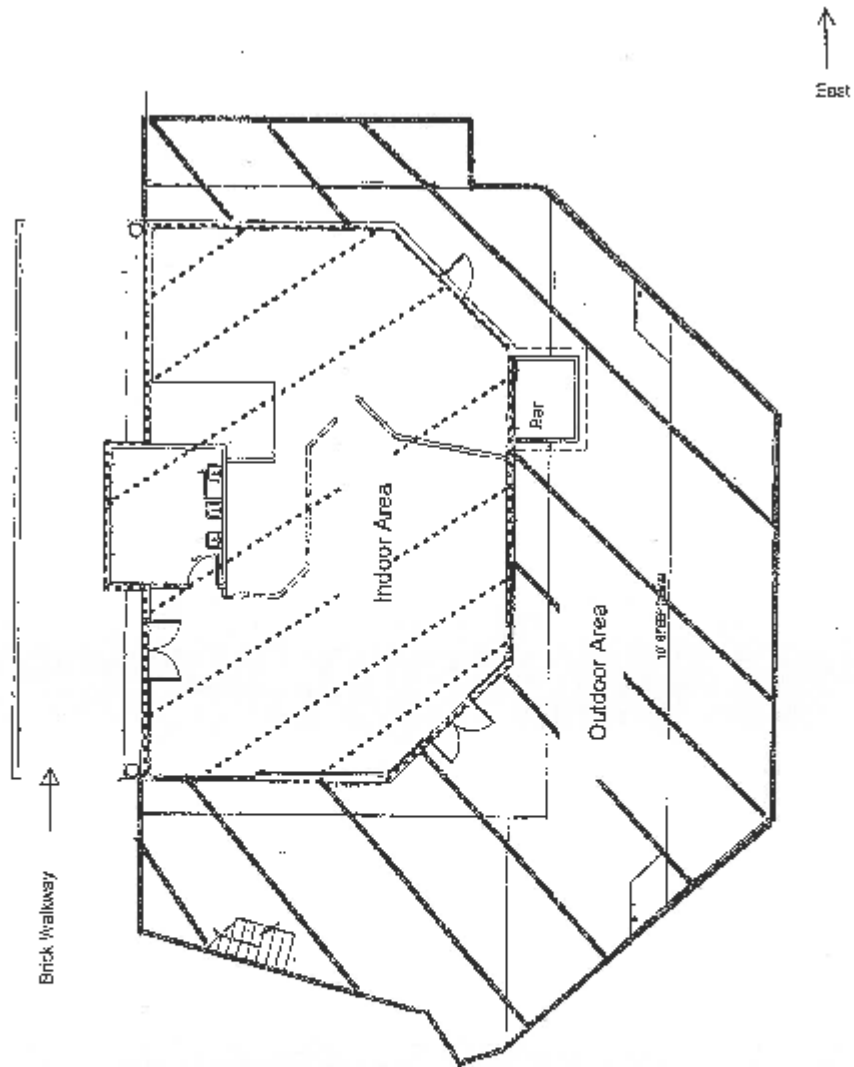


EXHIBIT "C"

PROPOSAL FORM REQUEST FOR PROPOSAL

FOR

WATERFRONT RESTAURANT

LOCATED AT

300 - 2ND AVENUE SOUTH, ST. PETERSBURG, FLORIDA 33712

Issue Date

February 2, 2014

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 as issued by the City of St. Petersburg on February 2, 2014.

Name of Company/Organization

Signature of individual submitting proposal
for above Company/Organization

Printed name of individual

E-mail address

Phone

Fax

Date

LEGAL AD TO RUN February 2, 2014

CITY OF ST. PETERSBURG'S
REQUEST FOR PROPOSAL FOR
WATERFRONT RESTAURANT
LOCATED 300 - 2nd Avenue NE, St. Petersburg, Florida 33701

The City of St. Petersburg ("City") invites developers, end-users and interested parties (collectively "Responder") to submit a plan to lease and operate a waterfront restaurant located approximately at 300 - 2nd Avenue NE, St. Petersburg, Florida 33701 for retail use ("Premises").

The site has approximately 3,400 square feet with a Building containing approximately 2,000 square feet. It has a superior location on the City's waterfront at the entrance road to the Pier and it is located across from the St. Petersburg Museum of History, the St. Petersburg Museum of Fine Arts, and Straub Park.

Proposal deadline is 1:00PM MARCH 7, 2014

Please contact Mike Psarakis, Sr. Real Estate Coordinator, City of St. Petersburg, at 727.893.7500 or 800.874.9026 or download a copy of the Request for Proposal from our website:

www.stpete.org/realestate/request_for_proposal_and_or_solicitation_of_interest.asp