INVITATION FOR INTEREST and PROPOSED USE of HANGAR at 955 Minnesota Ave. INSTRUCTIONS

The City of Brownsville, Texas, (City) is the owner of an approximately 36,000 square foot hangar, located at 955 S. Minnesota Ave, Brownsville, Cameron County, Texas, (Property). The Brownsville South Padre Island International Airport (Airport) is entrusted by the City to manage all buildings at the airport and is therefore requesting proposals for long-term lease of the Property.

CONDITIONS FOR SUBMITTALS

The submitted Letters of Interest (LOIs) must conform to the following specifications:

Submittal Information: Submit proposals (4 printed copies and 1 electronic copy) to the office of the Airport Director, at the following address by 2:00 p.m. Central Daylight Time on Monday, October 1, 2018. No late submissions will be excepted and will be returned unopened.

Mark your envelope "LOI Airport Hangar Lease," and mail or otherwise deliver to the following address:

Send to: Attn: Bryant Walker Airport Director Airport Administration Office 700 Amelia Earhart Dr. Brownsville, Texas 78521

Specific Project Information: Detailed questions concerning this request should be addressed to Bryant Walker, Airport Director at (956) 542-4373. Question deadline – September 21, 2018 @ 4:00 p.m.

EVALUATION AND SELECTION PROCEDURES

Evaluation of LOIs: The bids will be reviewed by Airport Staff and/or members of the Airport Board. LOIs will be evaluated on proposed lease amount, plan for repairs and upgrades to the facility, proposed lease terms, and the use of the hangar. The Airport reserves the right to reject any contingencies as it pertains to any proposal on the Property.

Airport's Right to Reject LOIs: The Airport, reserves the right to reject any and all LOIs received as a result of this Invitation for Interest, or to agree to such modifications thereof as allowed by law. The LOIs need to remain firm for a minimum of 60 days, which may be extended as agreed to by the presenter, and by the Airport. Nevertheless, the offers will be contingent upon the following:

- 1: lease amount 2: term of lease 3: planned use for the hangar
- 4: proposed improvements including: repairs/upgrades, schedule, and budget

LOI CONTENT:

The LOI should contain all of the terms, expectations and conditions as requested by the proposer. Proposers may submit more than one proposal for lease.

The proposals shall, at a minimum, include the following as to the use of the Property:

- (1) Proposed lease amount;
- (2) Proposed term of lease; This may be negotiated based on the Capital Investment. (maximum term of 40 years)
- (3) Proposed use;
- (4) Proposed improvements, repairs/upgrades schedule, and budget;

The Airport intends to enter into an agreement with the respondent (individual, group, or corporation) whose proposal is deemed most advantageous to the Airport. The Airport may conduct discussions with any or all respondents. These discussions may include, but are not limited to: requests for additional information, interviews, modifications or revisions to the original Invitation for Interest as allowed by law.

GENERAL INFORMATION:

Inspection of the Property may be scheduled by calling John Doude, Airport ASC, at (956) 504-2337 between the hours of 8 a.m. and 5 p.m., Monday through Friday.

No oral guarantee or assurance concerning the Property has been made, and furthermore, no Airport employee is authorized to make any guarantee or assurance. Proposers are cautioned to investigate the Property thoroughly before submitting an LOI. No Public Official employee, or agent of the City or Airport shall have any interest in this Property that violates federal or state law, including without limitation the provisions of Chapter 171 of the Texas Local Government Code.

The City reserves the right to reject any or all responses, to waive any minor irregularities or technicalities, and to accept any response it deems to be in the Airport's best interest. Any entity, individual or proposer in arrears or default on any city payment or agreement will be deemed ineligible. Incomplete submittals may not be considered.

The proposer agrees to and shall indemnify and hold harmless City, Airport, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts, omissions, and/or submission of proposals under this invitation.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the resulting contract must be made in writing by the Airport or the City of Brownsville, Texas.

Any interpretations, corrections or changes to this Invitation for Interest will be made by addenda. Sole issuing authority of addenda shall be vested in Airport Director. Addenda will be mailed to all who are known to have received a copy of this Invitation of Interest. Proposers shall acknowledge receipt of all addenda.

Proposer shall provide with the response, all documentation required by this Invitation. Failure to provide information specifically requested may result in rejection of your LOI. Any notice provided by this Invitation to be given to the successful respondent by the Airport, shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas, with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided that this provision shall not be construed to prevent the giving of actual notice in any other manner. The successful respondent shall not sell, assign, transfer or convey the proposal or any resulting contract, in whole or in part, without the prior written consent of the Airport Director.

INFORMATION FOR PROPERTY

Approximately 43,600 square foot hangar/office, located at 955 S. Minnesota Ave., City of Brownsville, Cameron County, Texas.

Built approximately 1996.

CONDITIONS OF LEASE

The Property is available for inspection. The Airport will make available all inspection reports and title reports that it has on the Property, if any. Nevertheless, the Airport makes no representations as to its physical condition or as to its potential use. It is being offered for lease "As Is" as it pertains to its physical condition.

The Airport prefers a triple net lease in which Lessee shall pay property lease, taxes, and repairs to the facility.

For the convenience of the bidders, the attached form can be utilized. The proposer will fill out the Information Form.

PROPOSER INFORMATION FORM

The undersigned certifies that-the information contained in this proposal (LOI) have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and /or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications in the Invitation.

I hereby certify that the foregoing offer has not been prepared in collusion with any other respondent or other person or persons engaged in same line of business prior to the official deadline for responses to this Invitation.

Name of Presenter:
Address of Presenter
Telephone Number:
E-mail Address:
Signature:
Print Name:
Title:
Date:

Aerial Map



BUILDING LAYOUT

Total Area: 43,600 Sq. Ft.





