

# **REQUEST FOR PROPOSAL**

**to Lease Warehouse at**

**4300 S. 1<sup>ST</sup> Street  
St. Louis, MO 63118**

**August 12, 2021**

**City of St. Louis Port Authority**

**1520 Market St., Suite 2000**

**St. Louis, Missouri 63103**

**(314) 657-3740**

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## **1. REQUEST FOR PROPOSAL (RFP)**

The City of St. Louis Port Authority (“the Authority”) requests proposals from those interested in leasing approximately 300,000 square feet of warehouse space on a 16.3-acre lot at 4300 S. 1<sup>st</sup> Street.

Proposals must be submitted to the Authority by August 26, 2021, at 10:00 AM (all times local). Proposals must remain valid until January 1, 2024, unless earlier canceled in writing by the Authority. All materials submitted in accordance with this RFP will become property of the Authority and will not be returned. All costs incurred in the proposal process will be the sole responsibility of the Proposer.

There will be a pre-proposal walk-through on August 18, 2021, at 10 AM.

Selection of submitted proposals will be at the discretion of the Authority which will make a recommendation to the Port Authority Commission, the Board of Public Service, and the St. Louis Board of Aldermen. The Authority reserves the right to reject any and all proposals; to discontinue the RFP process at any time; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary to further negotiate fees, rates and financial arrangements, etc.; to establish further criteria for selection; to ask respondents to submit additional information; to waive informalities in the proposals and in the proposal process; and to negotiate with respondents as to any aspect of respondent’s proposal whatsoever; to reject any and/or all proposals for any reason, in its sole discretion.

Direct questions in writing to Susan Taylor at [taylor@stlouis-mo.gov](mailto:taylor@stlouis-mo.gov) by 5 PM, August 19, 2021. Questions received and their answers will be posted on the Authority’s website no later than 5 PM, August 24, 2021.

## **2. PROPOSAL REQUIREMENTS**

Proposal length shall not exceed fifteen (15) pages in an 8.5x11 format. Submit three (3) hard copies, one signed original and two photocopies of same, of proposals in a sealed packet by August 26, 2021, at 10:00 AM. The proposal envelope, addressed to the City of St. Louis Port Authority, shall be marked in the upper left corner with the name of the person/firm submitting the proposal and, in the lower left corner, “SEALED PROPOSAL FOR LEASE OF 4300 S. 1<sup>ST</sup> STREET.”

The winning Proposer shall reimburse the current leasehold Tenant for the fair market value of any improvements, buildings, structures, or storage tanks existing on the property as of the date the current lease expires. The fair market value of any improvements, buildings, structures, or storage tanks shall be determined by an independent appraiser selected by the current Tenant and the Authority, with costs of appraisal paid by proposer.

The Authority will receive proposals up to the stated closing time at St. Louis Development Corporation, 1520 Market St., Suite 2000, St. Louis, MO, 63103. The Authority will return unopened any proposal received after the stated closing time.

Proposals shall be signed in ink. The lease proposal amount must be expressed in words and figures. Erasures or other changes in the proposal must be explained and noted over the signature of the Proposer.

Any respondent must rely on its own inspections, investigations and other due diligence with respect to any participation in this RFP, or any other activity concerning the site(s).

Proposals must include the following:

- A. Name, address, and phone number of person(s) desiring the lease and name, address, phone number of authorized representative(s), and signature of person authorized to sign proposal.
- B. City of St. Louis Business License Number and Federal ID Number.
- C. Annual lease amount proposed. See Part B of **4. Elements of the Lease**.
- D. The purpose for which the property is to be used or occupied. Include a narrative description and schedule for any proposed development at the site.

### **3. DESCRIPTIVE INFORMATION**

The premises to be leased include 16.3 acres of riverfront land and buildings thereupon situated, including an approximately 300,000 square foot warehouse used as an intermodal distribution center. Located about 4 miles south of the Poplar Street Bridge between I-55 and the Mississippi River, the site has an active rail spur from the Union Pacific line that runs between I-55 and the warehouse. A survey and ariel view of the property are attached as Exhibits A and B, respectively.

The southernmost corner of the intermodal distribution center warehouse crosses onto City Parcel 271000030. The portion of the warehouse on City Parcel 271000030 will not be included in the lease.

### **4. ELEMENTS OF THE LEASE**

At a minimum, the lease shall embody the following:

- A. Term. The lease term shall be a maximum of ten (10) years starting on December 30, 2023. Up to three (3) five (5) year mutual extension options may be included in the lease. The Authority reserves the right to negotiate the lease term with the successful proposer. The maximum duration of the lease shall not exceed 25 years.
- B. Lease Rate. The **minimum** acceptable annual lease payment shall be \$230,000. The Authority reserves the right to negotiate the lease rate(s) with the successful proposer.

- C. CPI Adjustment. Annual lease payment shall be adjusted pursuant to a CPI Adjustment of up to 3% annually.
- D. Maintenance. Proposer, at its sole cost and expense, shall maintain, repair and replace (if necessary) the leased premises to keep them in good order and condition (including any improvements now or hereafter erected or installed on the leased premises). All improvements, repairs, and replacements made by Proposer shall be in accordance with all laws, ordinances, and regulations.
- E. As Is, Where Is. Except as otherwise expressly provided in the Lease, Proposer will accept the leased premises in their "AS IS, WHERE IS" condition, with all faults.
- F. Operations. Proposer shall provide, operate, and maintain at its expense all equipment as may be necessary for the proper operation of the facility. Proposer's operations shall comply with all applicable laws. Proposer shall be responsible for all materials or goods handled or stored on the leased premises. Proposer shall obtain at its expense all applicable permits. Proposer shall properly maintain leasehold structure(s) and grounds.
- G. Audits. All books and records of Proposer pertaining to this Lease shall be subject to audit by the Authority, an independent auditor designated by the Authority, or any appropriate State or Federal entities at reasonable times and upon reasonable notice. All records of Proposer pertaining to the Lease and the leased premises from the inception of the Lease shall be retained for a period of three (3) years after the expiration of the Lease. All records shall be retained beyond the three (3) year period if audit findings or disputes have not been resolved within that period.
- H. Capital Improvements. Proposer agrees that all capital improvements shall be approved by the Authority and City of St. Louis' Board of Public Service and shall remain upon termination of the Lease unless the Authority requests removal at the termination of the Lease.
- I. Utilities. Proposer shall pay for all utilities and services used on the leased premises during the Term, including all hook-ups, set-up/termination charges, maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to the leased premises.
- J. Insurance. Proposer, at its sole cost and expense, shall procure and maintain throughout the Term of this Lease commercial general liability, workers comp, and property insurance coverage for the premises naming the Authority, St. Louis Development Corporation, and the City of St. Louis as additional insureds in amounts determined by the Authority. Storage or handling of any hazardous materials will require Authority approval and, if said approval is given, appropriate insurance. In the event the Authority carries insurance on the leased premises, Proposer shall reimburse the Authority for the cost of such insurance on an annual basis. Proposer shall provide certificates of insurance and copies of all policies to the Authority upon request.

- K. Taxes. Proposer shall pay as applicable taxes on its personal property or other business-related items. To the knowledge of the Authority, there are no property taxes imposed at this time.
- L. Assignment or Sale. No assignment or sale without approval by the Authority.
- M. Non-exhaustive terms required by law. Modification for Municipal Purpose (e.g floodwall construction, sewer, etc.), termination for lack of use for a period of one (1) year, EEO and MBE/WBE.

## **5. CRITERIA FOR SUCCESSFUL PROPOSAL**

The following criteria will be used in determining the successful proposal:

- A. Total rent payment proposed.
- B. Proposed improvements to the premises, if any.
- C. Extent to which proposed use is expected to result in economic and other benefits to the City of St. Louis, including job creation or retention.
- D. Experience of proposer with proposed use.
- E. Financial capability of proposer.
- F. Impact on adjacent land use, including circulation.
- G. Environmental impact.
- H. Degree to which proposed use is compatible with and/or complements existing or proposed adjacent property use.

## **6. EXHIBITS**

- A. Survey: 4300 S. 1<sup>st</sup> Street
- B. Aerial Photo