



Request for Proposals (RFP)  
To Lease Hangar Q  
Cleveland Municipal Airport 6R3

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RFP NO. 2024-09-05-01  
Issued by:  
City of Cleveland  
Cleveland Municipal Airport  
September 5, 2024

One (1) original bound and five (5) bound copies and one (1) digital copy on a flash drive of the proposal shall be submitted.

All proposals shall be addressed and delivered to:  
City of Cleveland  
Attn: City Secretary  
RFP NO. 2024-09-05-01  
907 E. Houston St.  
Cleveland, TX 77327

The outside of each envelope or package must be labeled:  
"RFP No. 2024-09-05-01 for Hangar Q at Cleveland Municipal Airport,  
Proposed by [Name]"

Proposals can be downloaded from [www.clevelandtexas.com](http://www.clevelandtexas.com) under Bid Opportunities.

**Proposals must be received in sealed envelope(s) or package(s)  
no later than 3:00 P.M. Central Standard Time on Thursday, September 26, 2024**

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## NOTICE TO PROPOSERS

The City of Cleveland is seeking proposals from qualified parties interested in leasing the Hangar Q facility (property) at the Cleveland Municipal Airport. The successful Respondent may be chosen to enter into a long-term lease for Hangar Q.

Proposals can be downloaded from [www.clevelandtexas.com](http://www.clevelandtexas.com) under Bid Opportunities.

The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Proposals shall be valid for a period of one hundred twenty (120) days from the date proposals are opened and, if a contract is signed, for the duration of the contract term.

Questions or comments should be addressed to the City at [dharbour@clevelandtexas.com](mailto:dharbour@clevelandtexas.com).

Proposals must be received in sealed envelope(s) or package(s) no later than 3:00 P.M. CST on Thursday, September 26, 2024.

## **Section I: Background and General Information**

### **A. Purpose**

The City of Cleveland (“City”) is issuing this Request for Proposals (“RFP”) for qualified parties (“Respondents”) interested in the Hangar Q facility or property at the Cleveland Municipal Airport (“Airport”). The successful Respondent may be chosen to enter into a lease for Hangar Q.

This RFP document provides background and general information for responders and is to be used as a guideline to develop a proposal.

### **B. Airport Location**

The Airport is a public use general aviation airport conveniently located 5 miles East of Cleveland, in Liberty County at 17699 Highway 787 W., Cleveland, TX 77327. It is a popular spot for training and recreational flying. We are located 30 miles from George Bush International Airport (IAH). The Airport is owned and operated by the City of Cleveland and is home to a unique combination of corporate, general aviation and recreational pilots.

### **C. Background**

The Quonset hut hangar was originally built sometime around the fifties. We only have a general idea of when it was built based on historical pictures. It is about 70 feet wide and 70 feet in length. Roughly 5,000 square feet. It is built out of 3-inch old drill pipe and sheets of corrugated tin. The hangar has a concrete slab, access to an asphalt run-up pad and direct access to the north end taxiway.

### **D. Airport Inventory**

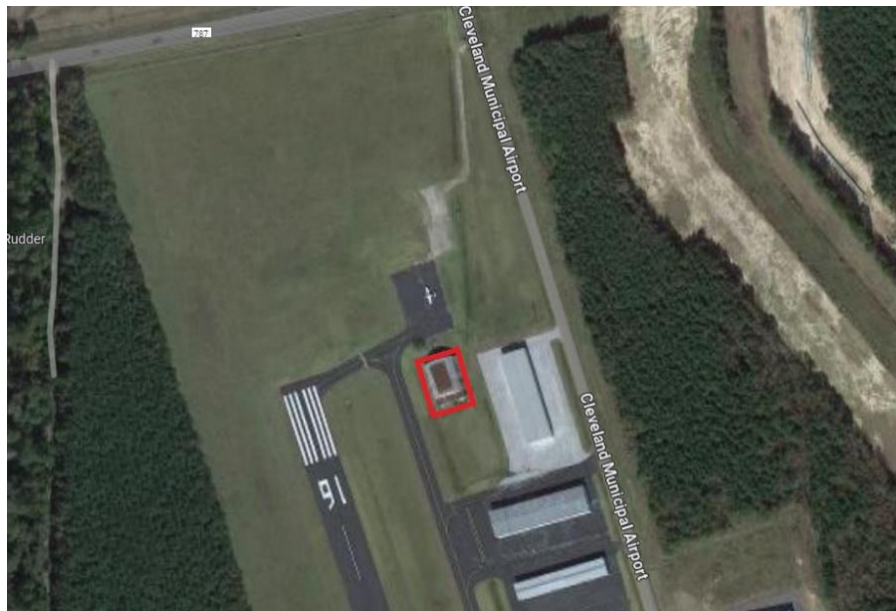
The Airport is a non-towered General Aviation airport to be used for public purposes. It has a 5,000 feet long by 75 feet wide runway (16/34). The airport is open 24-hours a day for flying. The terminal’s business hours are from 8:00 A.M. to 6:00 P.M. Monday through Saturday and 1:00 P.M. to 6:00 P.M. on Sunday. Currently there are 84 aircraft hangars fully occupied on site with a waiting list of over 70 additional people. The airport property has gated access for after hours and the terminal does have 24-hour access. Additional airport amenities include:

- 24-hr self-serve fuel (Avgas and Jet-A available)
- Courtesy Car
- Pilot’s Lounge
- Free Wi-Fi
- Restrooms

- Shower
- Kitchen
- Concession
- Meeting Room
- RNAV Approaches in Place

## **Section II: Specifications**

- A.** The lease site is a Quonset Hut style 5,000 square-foot hangar with quick access to runway 16 and the run-up pad. It has additional space built onto the rear of the hangar that could be used for office space. Respondent, if proposing to utilize the existing structure, must bring it up to current codes at their own expense before using the facility. Respondent may propose to remove the existing structure and replace it with a new structure that will best accommodate the proposed use. The Respondent may propose to utilize additional available ground space if needed.



Overview Location



Westside View



Southside View



Northside View



Eastside View

**B. Term of Agreement**

The desired lease agreement will be for a ten (10) year term, depending on proposed improvements and use. Any negotiated lease renewal options will not exceed a fifty (50)-year term per FAA policy. The City's current commercial rate is \$.35 cents per square-foot.

## Section III: Scope

### **A. Selection Criteria**

Although not intended to be an all-inclusive list of factors to consider, the following items will be evaluated when selecting a Respondent:

1. Proposed use of hangar/property: The City has identified the following possible uses for this hangar/property, these are in no particular priority or intended to be limit the opportunity:
  - a. Commercial business(es) providing services to the public, including, but not limited to aircraft maintenance, flight school, charter services, aircraft leasing or even non-aviation services such as a restaurant or car rental that could service the needs of the airport, the tenants and the outside public.
  - b. Storage of aircraft currently based or not currently based at 6R3.
  - c. Respondent will not be allowed to compete with services provide by the Airport such as providing long-term storage of aircraft or the sale of Avgas or Jet-A.
2. Overall fiscal impact to the City. Proposed renovations to the existing Hangar Q structure, will be the sole responsibility of the Proposer and the hangar must be brought up to current codes.
3. Business Plan, if proposing a commercial operation.
4. Background and financials of the Respondent(s).

### **B. Notice of Acceptance of Proposal**

Upon the City's selection of a Proposal, the selected Respondent will be notified not later than Friday, October 18, 2024, by telephone or email, of the selection. Should the selected Respondent fail or refuse to so perform, the City reserves the right and shall be free to revoke such selection. The selected Respondent will enter into an Agreement with The City. The Respondent and the City will schedule a meeting to discuss the Agreement, if necessary. The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Proposals shall be valid for a period of one hundred twenty (120) days from the date proposals are opened and, if a contract is signed, for the duration of the contract term.

### **C. Rules and Regulations**

The Respondent must abide by the Rules and Regulations for the airport as well as with any rules, policies, executive orders or directives which may be issued by federal, state or local governmental authorities. In addition, all building improvements or modifications or new construction must comply with The City's current Code of Ordinances and otherwise comply with all local and state law requirements for public property and public works, including approval by the City Engineer, and or a licensed architect. In accordance with section 2252.909 of the Texas Government Code, any lease between the successful Respondent and the city will contain lease terms requiring the lessee to: (1) include in each contract for the construction, alteration, or repair of an improvement to the leased property a condition that the contractor execute a payment bond that conforms to Chapter 53 of the Property Code and execute a performance bond in an amount equal to the amount of the contract for the protection of the City; and (2) provide to the City a notice of commencement at least 90 days before the date the construction, alteration, or repair of any improvement to the leased property begins.

### **D. Insurance**

The Proposer shall procure and maintain at its sole cost and expense for the duration of any contract awarded, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided hereunder by the Proposer, its agents, representatives, volunteers, employees or subcontractors.

The Proposer's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Proposer's insurance and shall not contribute to it. Further, the Proposer shall include all subcontractors, agents and assigns as an additional insured under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverage for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in a contract under this Request for Proposals:

1. Commercial General Liability
  - a. (CGL) General Aggregate: \$2,000,000
  - b. Products & Completed Operations: \$1,000,000
  - c. Personal & Advertising Injury: \$1,000,000
  - d. Per Occurrence: \$1,000,000
  
2. Business Automobile Policy (BAP)
  - a. Combined Single Limits: \$1,000,000
  - b. Coverage for "Any Auto."
  - c. Waiver of Subrogation required.
  
3. Workers' Compensation
  - a. Insurance Statutory Limits
    - i. Employer's Liability \$500,000
    - ii. Waiver of Subrogation required

The following shall be applicable to all policies of insurance required herein:

1. Insurance carrier must have an A.M. Best Rating of A-: VII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
6. A waiver of subrogation in favor of the City is required on all policies.
7. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
8. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to the City.
9. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Proposer. The Proposer shall provide copies of insurance policies required hereunder to the City upon request.

#### **Section IV: RELEASE AND INDEMNIFICATION**

**THE PROPOSER RELEASES THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, OR DAMAGE TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT, INCLUDING INJURY, DEATH, OR DAMAGE CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.**

**THE PROPOSER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR DAMAGES TO ANY PERSON(S) OR PROPERTY TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROPOSER OR THE PROPOSER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROPOSER EXERCISES CONTROL (COLLECTIVELY THE PROPOSER'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROPOSER AND CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE PROPOSER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE PROPOSER'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROPOSER'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS**

**AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROPOSER'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE PROPOSER FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

### **Section V: Proposal Contents**

A successful proposal should contain the following items at a minimum:

#### **A. General Information**

1. Name(s) of corporate/company officer(s)/owner(s).
2. Company address/location(s) and other appropriate contact information.
3. A brief history of the individual or company.
4. Financials (include all that are applicable)
  - a. Review of profit and loss statement
  - b. Review of balance sheet
  - c. Credit check
  - d. Capital expenditures analysis
5. A full description of the Respondent's entity (corporation, partnership, etc.) and identification of all parties including a disclosure of all persons or entities have a beneficial interest in the proposal.

#### **B. Hangar Usage Plan**

Please outline your intentions or usage of Hangar Q.

### **Section VI: Proposal Submittal**

#### **A. Submittal Package**

Respondents shall submit one (1) original bound and five (5) bound copies and one (1) digital copy on a flash drive of the proposal.

#### **B. Delivery**

Sealed proposals shall be delivered in hand or by mail, and marked:

“RFP No. 2024-09-05-01 for Hangar Q at Cleveland Municipal Airport, Proposed by [Name]”

To:

City of Cleveland

Attn: City Secretary

907 E. Houston St.

Cleveland, TX 77327

### **C. Finalist**

Finalists shall be selected from the qualified proposals and will be notified by electronic mail or telephone call. The finalists may be required to submit additional details or present their proposal to the Selection Committee and or City Council.

### **D. City Reservations**

- a. **Award.** Unless the City rejects all proposals, the City reserves the right to award the contract on the basis of the BEST VALUE for the City in accordance with the laws of the State of Texas at any time during the proposal period. This RFP does not commit the City to enter into, procure or award a contract for the scope of services described herein. The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal contract.
- b. **Request for Additional Information.** The City reserves the right to reasonably request additional information or clarification of information provided in any proposal without changing the terms of the RFP.
- c. **Information Submitted Property of the City.** All information submitted in response to this RFP shall become the property of the City, and as such may be used by the City in any manner.
- d. **Right to Waive Technicalities.** The City reserves the right to waive any technicalities or formalities in any proposal.
- e. **No Liability for Proposal Costs.** Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by any Proposer or any member thereof as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or non-acceptance of the proposal.
- f. **Confidential / Proprietary Information.** If any Proposer considers any portion of the proposal to be confidential and/or proprietary and that disclosure of its contents to competitors would cause substantial competitive harm, said Proposer must clearly identify those portions of the proposal by putting the term **CONFIDENTIAL OR PROPRIETARY** in bold letters on the applicable page(s). If such information is requested pursuant to the Texas Public Information Act, the Proposer will be given notice of the public information request and may make

arguments before the Texas Attorney General as to why the information should not be disclosed. The City will have no obligation to make any arguments to and will abide by the decision of the Texas Attorney General.

- g. **E-Mail Addresses Consent.** Proposer affirmatively consents to the disclosure of its e-mail addresses that are provided to the CITY. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Proposer, its employees, officers, and agents acting on Proposer's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.
- h. **Accuracy of Information.** Neither the City nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP. The use of any of this information in the preparation of a response to this RFP is at the sole risk of the Proposer.
- i. **Proposals to Remain in effect.** Any response to this RFP will remain in effect for 120 days after the date of submission.
- j. **Antitrust.** The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
- k. **Original Work Product.** All responses submitted must be the original work product of the Proposer. The copying, paraphrasing, or other use of substantial portions of the work product of another is not permitted. Failure to adhere to this instruction will cause the City to reject the response.
- l. **Addenda.** If the RFP documents are revised, the City will issue an addendum addressing the nature of the change. Proposer(s) must sign and include all addenda in the returned proposal package.
- m. **Potential Conflicts of Interest.** An outside consultant or contractor is prohibited from submitting a proposal for services on a City project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the City.

Proposers must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with the City's officers.

By doing business or seeking to do business with The City, including submitting a response to this Proposal, Proposer acknowledges that

Proposer has been notified of the requirements of Chapter 176 of the Texas Local Government Code and represents that Proposer and Proposer's officers and employees are in compliance with them.

- n. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- o. **Silence of Specifications.** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this Agreement shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.
- p. **Supplemental Materials.** Proposers are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposers wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.
- q. **Taxes.** The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended.
- r. **Waiver of Subrogation.** Proposer and Proposer's insurance carrier waive any and all rights whatsoever with regard to subrogation against the City as an indirect party to any suit arising out of personal or property damages resulting from Proposer's performance under this agreement.
- s. **Warranties.** Proposer shall furnish all data pertinent to warranties or guarantees which may apply to items in the Proposal and shall not limit or exclude any implied warranties. Proposer warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, the City may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate

correction within a reasonable time, the City may correct at the Proposer's expense.

- t. **Other State Requirements.** The Proposer hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2270 (Boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).
- u. **Vendors Owning Taxes or Other Debts.** The City may refuse to award a contract to or enter into a transaction with a Proposer if that Proposer is indebted to the City. This shall include an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, Limited Liability Company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the City requiring approval by the City Council.

**E. Anticipated RFP Timeline**

- a. Thursday, September 5, 2024 Release RFP for Hangar Q
- b. Thursday, September 19, 2024 at 5:00 pm CST Deadline for Inquires
- c. Thursday, September 26, 2024 at 3:00 pm CST Submittal Deadline for RFP
- d. Monday – Wednesday, Sept. 30 – Oct. 9, 2024 Selection Committee Review and possible Interviews
- e. October 15, 2024 at 6:00 pm CST City Council to award proposal

**F. RFP Due Date/Inquires**

- a. **Deadline for Submission** – Proposals must be received no later than Thursday September 26, 2024 at 3:00 PM CST. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the specified time and date will **NOT** be considered. The City will not be responsible for failure of the United States Post Office, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time in order to be considered. All submitted proposals will be considered the property of the City.
- b. Any questions or requests for clarification must be submitted in writing to by 5:00 p.m. on Thursday, September 19, 2024.

**G. Airport Contact Information**

Cleveland Municipal Airport  
Dickie Harbour – Airport Director  
17699 HWY 787 W.  
Cleveland Texas, 77327  
(281) 592-1282  
Email [dharbour@clevelandtexas.com](mailto:dharbour@clevelandtexas.com)