



EUURA
Eagle Urban Renewal Agency

**REQUEST FOR
PROPOSALS**

LEASE OPPORTUNITY

EAGLE, IDAHO

DUE FRIDAY, MARCH 27, 2020, 4:00 PM MDT

OPPORTUNITY

The Eagle Urban Renewal Agency (“EURA”) is requesting proposals from interested parties (“Respondents”) for the lease of the property located at 67 E. State Street in downtown Eagle (Subject Property).

The Old Museum (“Site”, “Property”) offers a central location within Eagle’s desirable downtown core. The Property was the former site of the Eagle Museum and is one of the few existing buildings in downtown Eagle available for lease. The Property’s Central Business District (CBD) zoning designation allows for a variety of commercial uses.

The Property is owned by the Eagle Urban Renewal Agency (“EURA”). The EURA has future plans to transfer the Subject Property to a developer for redevelopment of the site. Until such time, the EURA would like to lease out the property for an initial period of one (1) year but is willing to consider a lesser period. At the end of the initial term, the property lease would convert to a month-to-month basis.

The property is bordered by E. State Street to the north, a restaurant to the east, a retail use to the west and an alley to the south.

The deadline to submit responses to this Request for Proposals from Interested Parties (the “Request”) is March 27, 2020 by 4:00 p.m. local time.

I. ABOUT EURA

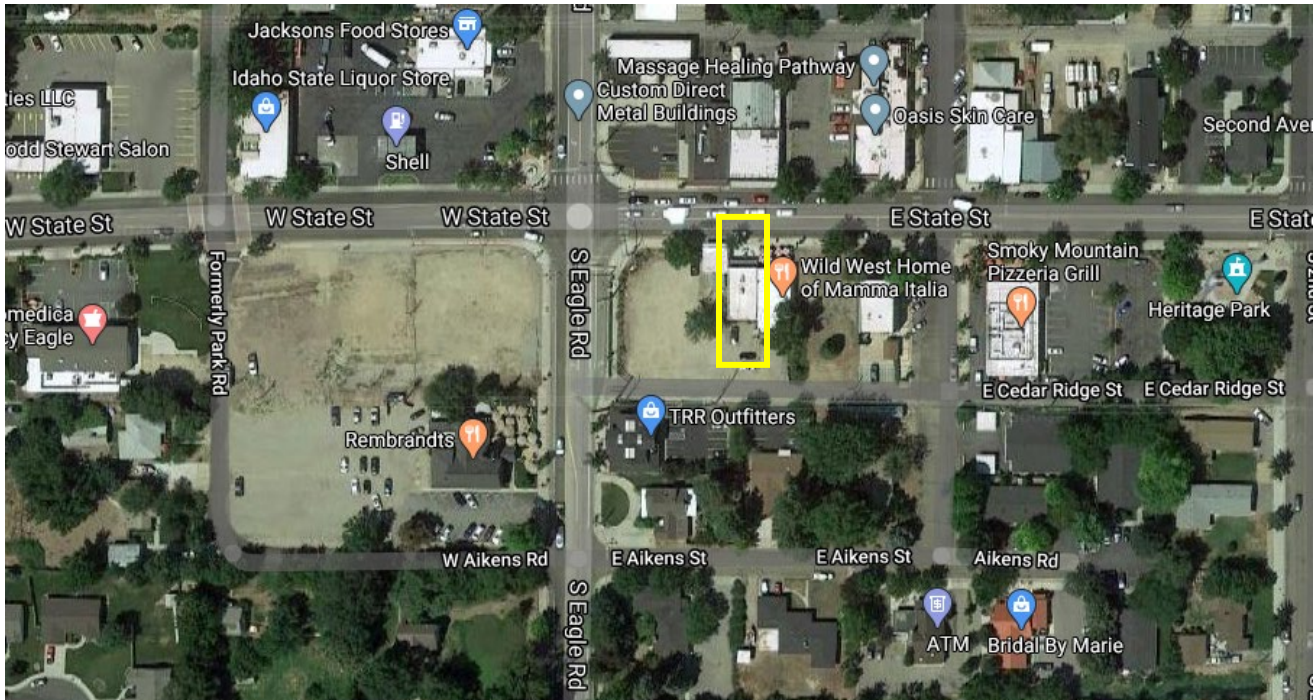
The Eagle Urban Renewal Agency (EURA) is an independent public redevelopment agency created in 2006 to promote community and economic development. The Eagle Urban Renewal Agency operates under Idaho Code in accordance with Idaho Urban Renewal Law and the Local Economic Development Act. The Agency’s purpose is to undertake the rehabilitation, conservation, development or redevelopment of areas identified within the Eagle Urban Renewal Plan.

A seven-member Board of Commissioners governs the EURA. The Eagle City Mayor appoints the commissioners, subject to City Council confirmation. Robin Collins is the EURA’s Executive Director. More information about the EURA is available at www.eagleurbanrenewal.org

II. SUMMARY AND SITE INFORMATION

- A. SUBJECT PROPERTY LOCATION: 67 E. State Street, Eagle, Idaho – the site is the previous location of the Eagle Museum.
- B. UTILITIES: All utilities are provided to the site, to include water, sewer, electric and gas.
- C. BUILDING COMPONENTS: Building contains one (1) unisex handicap accessible restroom. Handicap accessible ramps are provided at both the main entrance and the

rear exit doors. Fire extinguishers and smoke detectors are provided and up to date. Building has a net leasable space of approximately 1,310 square feet.



Zoning

The Property's Central Business District (CBD) zoning allows for a variety of commercial uses.

Permitted Uses: The following uses are permitted within the CBD zone and do not require any special or conditional use permits.

- Artist studios
- Beauty/Barber shop
- Commercial entertainment facilities (Indoors)
- Convenience store with no fuel service
- Drugstore
- Electronic sales, service or repair shop
- Flex space
- Food and beverage sales
- Hardware store
- Health clubs, spas, weight reduction salons
- Microbrewery
- Office, business and professional
- Office, medical and dental

Personal improvement
Personal services
Photographic studio
Printing and/or blueprinting
Professional activities
Restaurant (no drive-thru)
Retail sales
Travel services
Vet clinic (animal hospital)
Government building, offices
Library
Museum
Park and recreation facilities

Respondents shall include a description of the type of use(s) proposed for the site.

Design Review: A Design Review application is required when a change of use has been determined to exist by the City of Eagle Planning and Zoning Administrator. Any costs of the design review application will be paid for by the EURA.

Market Analysis

Comparisons of the current lease market within or around the downtown Eagle area for spaces indicate lease rates at:

\$1.08 - \$1.83 per SF per month with negotiable terms
With a median lease rate per year of \$22/SF/Yr.

However, lease rates are subject to negotiation by the EURA board.

Respondents shall include a proposed lease rate and terms in their proposal.

SUBMISSION PROCESS

III. Proposal Submission

Proposals must be received by the EURA by **4:00 p.m. local time, March 27, 2020**. The submission package may be submitted either by email, regular mail, or hand-delivered to the addresses listed below.

Eagle Urban Renewal Agency
Attn: Robin Collins
660 E. Civic Lane
P.O Box 1957
Eagle, Idaho 83616
executivedirector@eagleurbanrenewal.org

Indicate “**67 E. State Street Lease RFP**” on the outside of the package or in your email subject line.

Sign your proposal. UNSIGNED PROPOSALS WILL NOT BE ACCEPTED. Late or incomplete submissions will not be accepted. Fax submissions will not be accepted. DO NOT FAX YOUR PROPOSAL.

Respondent assumes full responsibility for the timely delivery of its proposal package to the EURA. Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the EURA and will not be returned.

Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFP. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

IV. Required Submission Materials

The Proposal format described here is meant to allow uniform review and easy access to information by the review committee. Proposals not conforming to the requested format or not in compliance with the specifications may be considered non-responsive.

SUBMITTAL PACKAGES MUST INCLUDE:

- ONE (1) signed proposal that includes a description of the type of use(s) that will occupy the building, the proposed lease rates per month and the proposed lease terms, to include the desired length of lease and the type of lease (full-service, NNN, NN, N). See Types of Leases Below.

Types of Leases:

Full Service: A full-service lease (or gross lease) means you are responsible for paying the base rent and the landlord covers all the building expenses, including maintenance fees, insurance and real estate taxes.

Triple Net Lease (NNN): A triple net lease is where the tenant agrees to pay for not only the fees for rent and utilities but also all of the commercial property's operating expenses, such as maintenance fees, building insurance, and property taxes.

Double Net Lease (NN): A double net lease requires the tenant to pay for the rent and utilities, as well as the property taxes and building insurance, but the landlord pays for the building's structural maintenance expenses.

Single Net Lease (N): A single net lease stipulates that tenants pay for rental and utilities as well as property taxes. The landlord would take care of building insurance and maintenance expenses.

V. SELECTION PROCESS

The EURA shall conduct a three-step process for evaluation and selection of the proposal that best meets the needs and priorities of the EURA in this RFP. The EURA's final decision concerning selection of the proposal will be based on a collective assessment of the proposal in light of the criteria contained in this RFP and shall be in the EURA's unfettered discretion.

Step 1. Request for Proposals

The Request for Proposal will be publicly noticed in the *Idaho Statesman* newspaper and posted on the EURA website. Proposals must be received by **Friday, March 27, 2020 by 4:00 pm, local time.**

Proposals will not be accepted after the Submission Deadline.

Step 2. Evaluation and Award of Proposals

A subcommittee will meet and review the proposals. Proposals will be considered by the EURA Board of Commissioners at a scheduled board meeting. Respondents will be notified of the meeting date and time and may have an opportunity to make a brief presentation to the EURA Board.

The EURA will evaluate the proposals using the following criteria:

- a. How the proposed use of the space will impact adjacent businesses.
- b. How the proposed use will help advance economic vitality in the downtown Eagle area.
- c. The impact of parking required based on the use(s) proposed.
- d. The Respondent's proposed lease rate and terms.

Step 3. Lease Agreement

Upon selection and approval of a proposal by the EURA Board, staff will negotiate a Lease Agreement (LA) with the Respondent. This lease and its terms must be acceptable to and approved by the EURA Board of Commissioners.

Any due diligence Respondent deems necessary, must be completed by the Respondent prior to submission of a proposal. Any surveys, reports, or studies done during due diligence will be the responsibility of the Respondent to obtain and pay for, the EURA will supply necessary site use approvals.

VI. REQUEST CONTACT INFORMATION

Respondents must contact the Executive Director, Robin Collins, with any questions regarding this Request for Proposals at executivedirector@eagleurbanrenewal.org **no later than March 10, 2020 at 5:00 PM.**

All questions must be submitted to the EURA in writing and will be shared along with written responses on the EURA's website. Oral communications do not constitute a question nor a response from the EURA. It is the Respondent's responsibility to check the website for updated question and answer information and any addendums. All questions and responses will be posted on the EURA website no later than March 13, 2020. .

Addenda will be made available by way of the EURA website: www.eagleurbanrenewal.org. It is the Respondent's responsibility to check for addenda prior to submitting a submission package. Respondents are requested to acknowledge all addenda in the space provided on the Submittal Cover Sheet. No addenda will be issued fewer than four (4) business days before the submission deadline unless the deadline is extended.

VII. PUBLIC NATURE OF SUBMISSIONS

The EURA is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code § 74-101

through §74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

The EURA, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold the EURA harmless from any claim or suit arising from the EURA’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

VIII. EURA DISCRETION AND AUTHORITY. DISCLAIMERS

The EURA may terminate this RFP process at any time for any reason with no requirement to disclose its reasoning.

The EURA reserves the right to reject any proposal at any time, or to terminate any negotiations initiated subsequent to this RFP being issued.

The EURA may change any part of this RFP process at any time for any reason.

The EURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the Downtown and East End Urban Renewal Plan.

The EURA may reject any or all proposals and proceed with additional selection processes or none at all. The EURA Board of Commissioners will determine the proposal that best meets the needs and priorities of the EURA as set forth in this Request for Proposal based on the information submitted in the responses and any follow up presentations.

The EURA retains the discretion to consider the Proposals and select the Proposal that will best serve the public and the EURA as determined solely by the EURA.

The issuance of this Request for Proposals and the receipt and evaluation of proposals does not obligate the EURA to select a proposal and/or enter into any agreement. A proposal

submitted in response to this RFP does not constitute business terms under any eventual agreement.

The EURA will not pay any costs incurred in responding to this RFP.

IX. EXHIBITS

- A. Submittal Cover Sheet (Required)
- B. Acknowledgment & Release (Required)

EXHIBIT A

**SUBMITTAL COVER SHEET
FOR RFP: 67 E. State Street Lease Opportunity
(REQUIRED FOR SUBMISSION)**

TO: Eagle Urban Renewal Agency
Attn: Robin Collins, Executive Director
660 E. Civic Lane
P.O. Box 1957
Eagle, Idaho 83616

Company Name: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____

Fax: _____

E-mail Address: _____

The following Addenda have been received:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

AUTHORIZED SIGNATURE:

X

Print Name / Title: _____

Date: _____

END OF EXHIBIT A

EXHIBIT B

ACKNOWLEDGEMENT AND RELEASE FOR RFP: 67 E. State Street Lease Opportunity (REQUIRED FOR SUBMISSION)

The undersigned (“Respondent”), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent’s team, has read this Acknowledgment and Release and fully accepts the Eagle Urban Renewal Agency’s (“EURA”) discretion and non-liability as stipulated herein, expressly for, but not limited to, the EURA’s decision to proceed with a selection process by issuing the Request for Proposals from Interested Parties for the lease of the property located at 67 E. State Street (the “Request”). Capitalized terms not defined herein shall have the meaning ascribed in the Request.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. The EURA reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the Request at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the Request and to ascertain the depth of Respondent’s capability and desire to lease the property located at 67 E. State Street;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Request and any proposal by any respondent;
 - d. Accept or reject any proposal or part thereof received in response to the Request, including any statement submitted by the undersigned, or select any one proposal over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a proposal, including, but not limited to, the nature and type of proposal.
2. The EURA is governed by Idaho Code as provided by Title 50, Chapter 20, and Title 50, Chapter 29 and other state and federal regulations that may apply, and Respondent acknowledges that the Request selection process and any assistance in the lease of the property located at 67 E. State Street from the EURA must conform to all applicable laws, rules and regulations.
3. The EURA may, in its discretion, conduct public hearings during the Request selection process that would require disclosure of the Respondent’s proposal and related details to the public and the media.
4. The EURA may accept or reject any proposal or statement and/or information received in response to the Request, including any proposal, statement, or information submitted by the undersigned, or select one Respondent over another.

5. Respondent understands that by responding to the Request, its proposal may be subject to review and comment by the EURA staff, consultants and legal counsel.
6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the Request and any responses by any respondent thereto.
7. Respondent consents to the acquisition of information by the EURA in conjunction with this Request, and waives all claims, and releases the EURA from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that the EURA staff, officers or commissioners shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of the EURA with respect to the Request.
9. Non-Liability of the EURA. Respondent agrees that the EURA shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of the EURA as identified above. Respondent hereby waives any claims against the EURA arising out of the selection of the Respondent to lease the property at 67 E. State Street or decision to not select any Respondent and to terminate this RFP process.
10. Respondent, including all of its team members, have carefully and thoroughly reviewed the Request and have found the Request and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
11. Respondent participates in the Request process at its own risk.

Company Name: _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

End of Exhibit B