



**REQUEST FOR  
PROPOSALS FROM INTERESTED BUYERS  
REVISED**

**CAPITOL & FRONT PUBLIC PARKING GARAGE  
(207 UNDERGROUND PARKING SPACES)  
BOISE, IDAHO**

**Minimum Purchase Price: \$5,300,000**

**DUE WEDNESDAY JULY 25, 2018, 3:00 PM MDT**

## **INVITATION**

Capital City Development Corporation (“CCDC”) is requesting proposals from interested Buyers (“Respondents”) for the purchase of its Capitol & Front Public Parking Garage, formerly known as the Boulevard Public Parking Garage (“Garage”). The Garage is located on the west side of Capitol Boulevard between Main and Front streets in Downtown Boise, below The Grove Hotel, a 17-story mixed use building containing 250 hotel rooms below 20 residential condominiums. The Garage is a unit in the Block Twenty-Two Condominiums established in 1998. CenturyLink Arena, an approximately 6,000 seat multi-use arena and home to the Idaho Steelheads hockey team, is another condominium unit attached to The Grove Hotel building and facing The Grove Plaza. The Garage along with The Grove Hotel were completed in 1998 pursuant to a Disposition and Development Agreement between CCDC and Block 22, LLC. The deadline to submit responses to this Request for Proposals from Interested Buyers (the “Request”) is JULY 25, 2018 by 3:00 p.m. local time.

### **I. ABOUT CCDC**

CCDC is the urban renewal agency for Boise, Idaho. In addition to overseeing four urban renewal districts, CCDC also owns and operates seven downtown public parking garages. Since 1985 CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural and entertainment opportunities.

A seven-member Board of Commissioners governs CCDC. The Boise City Mayor appoints the commissioners, subject to City Council confirmation. John Brunelle is CCDC’s Executive Director. More information about CCDC is available at [www.ccdcboise.com](http://www.ccdcboise.com).

### **II. SUMMARY AND SITE INFORMATION**

- A. MINIMUM PURCHASE PRICE: FIVE MILLION THREE HUNDRED THOUSAND Dollars (\$ 5,300,000)
- B. LOCATION: 245 S. CAPITOL BOULEVARD, BOISE, ID 83702

The garage is a single condominium owned by CCDC within the Block Twenty Two Condominiums located in the heart of Downtown Boise. It is subterranean and is accessed by a single entrance ramp on the western side of Capitol Boulevard between Front and Main Streets. A portion of the Garage is below one quadrant of The Grove Plaza, adjacent to or in close proximity to various downtown amenities, including The Grove Hotel (17 stories with 250 hotel rooms and 20 residential condominiums), US Bank Plaza (19-story office), Wells Fargo Center (11 story office) and Boise Centre (which includes a recently expanded and renovated convention center) and the Basque Block. The Garage includes 207 spaces of which 70 are triple stacked or tandem. The triple stacked spaces have historically been used as valet for The Grove Hotel.

Garage operational equipment included in the sale of the garage includes Scheidt & Bachmann gate arms, computer system, and a pay on foot station. The existing equipment can also be removed if Respondent chooses not to use the system.

<b>Address</b>	245 S. Capitol Boulevard, Boise, ID 83702
<b>Ownership</b>	Capital City Development Corporation
<b>Legal/Tax ID</b>	Condominium Unit 4 as shown on the Condominium plat of Block Twenty Two Condominiums, according to the official plat thereof, filed in Book 75 of Plats at pages 7829 through 7841, as Instrument No. 98015003, and as defined and described in that condominium declaration for Block Twenty Two Condominiums recorded February 20, 1998, as Instrument No. 98015004, official records of Ada County, Idaho.  R0998100500
<b>Zoning and Current Use</b>	C-5DDC, Parking Garage Subterranean with 207 public parking spaces existing.



Any sale of the Garage is subject to the terms of the **Agreement Relating to the Operation, Maintenance, and Management of the Block 22 Public Parking Facility**, executed in 1998 (the "Parking Agreement") and the **Parking Lease Agreement between the Agency and Block 22, LLC, and the Boulevard Two Fifty Five Condominium Association, Inc.** (the "Parking Lease"). Copies of these documents, and other additional information will be made available on CCDC's website.

### **Restrictions of Use on the Capitol & Front Garage**

1. Subject to the terms of the Agreement of Operation, Maintenance, and Management of the Block 22 Public Parking Facility
  - a. A provision in this agreement requires that any sale of the Garage “include an appropriate covenant that will require the garage to be operated in compliance with the Agency’s Public Parking Management Plan.” Specifically, the overnight validation program and event parking provisions.
2. Subject to the terms of the Parking Lease Agreement between CCDC and Block 22, LLC, and Boulevard Two Fifty Five Condominiums.
  - a. Spaces made available to Hotel guests – not specified, in practice it is the 40 triple stack tandem spaces
  - b. Twenty-one (21) Spaces leased to Condo Owners
  - c. Storage lockers leased to Condo owners

### **Broker**

CCDC will not be using a broker and will not be responsible for any Brokerage fees incurred by any party.

## **SUBMISSION PROCESS**

### **III. Registration**

**Interested Respondents are required to register with CCDC no later than July 18, 2018 at 5:00 p.m.** Written registrations should be submitted to Laura Williams by email to [lwilliams@ccdcoise.com](mailto:lwilliams@ccdcoise.com) and include the following information:

- Company Name
- Company Address
- Contact Person
- Phone number
- Email Address

Failure to register by submitting written notice shall waive any obligation on behalf of CCDC to provide notice of any alterations in the RFP process and/or responses to questions concerning the RFP process. A submission from a Respondent that has not registered may not be accepted. Each Respondent bears all responsibility for obtaining confirmation from CCDC that Respondent has been listed as a registered Respondent.

### **IV. Proposal Submission**

Proposals must be received by CCDC by **3:00 p.m. local time, July 25, 2018**. The submission package must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation  
Attn: Laura Williams  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83702

Indicate “**CAPITOL & FRONT PARKING GARAGE RFP**” on the outside of the package.

Sign your proposal. **UNSIGNED PROPOSALS WILL NOT BE ACCEPTED.** Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. **DO NOT FAX OR EMAIL YOUR PROPOSAL.**

Respondent assumes full responsibility for the timely delivery of its proposal package to CCDC. 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 CCDC 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**

**V. 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:**

- Submittal Cover Sheet (*attached to this RFP as Exhibit A*)
- Required Acknowledgement & Release (*attached to this RFP as Exhibit B*)
- ONE (1) signed original proposal
- ONE (1) flash drive or ONE (1) compact disk with a digital (PDF) version of the entire proposal.

**PAGE LIMIT:** Not including the Submittal Cover Sheet and the Required Acknowledgement & Release, proposals shall not exceed 10 pages. Double-sided printing is acceptable.

**Submittal Format**

Proposals must include the following information in the sequence set forth below.

- 1. Submittal Cover Sheet (Exhibit A)**
- 2. Required Acknowledgement & Release (Exhibit B)**
- 3. Detailed Proposal – organized as outlined with all the following information:**

1. General information. Provide a detailed response, in the order listed, to the following.
  - a. Describe how your proposal for Garage use will impact the current users of the Garage?
  - b. Describe how your proposal for Garage use will help advance economic vitality in downtown Boise?
  - c. Include an overview of your proposed Parking Management Plan describing operations, pricing, and how the proposal will take into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel.
  - d. Describe your experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise.
  - e. Describe your experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner.
  
2. Proposed Financial Terms. Prepare and include the following information:
  - a. Purchase Price (in numbers)
  - b. Purchase Price (in words)  
*Must meet or exceed the Minimum Price (as defined in Section II above).*
  - c. Initial Deposit Money aka Earnest Money (in numbers)
  - d. Initial Deposit Money aka Earnest Money (in words)  
  
If Respondent is awarded the proposal the earnest money shall be deposited within 5 business days of CCDC Board Approval and will go towards purchase price. The initial deposit is refundable, should a final sale be terminated.
  - e. Describe Respondent's financial capacity and ability to finance with investors and/or lenders. Include documentation of Respondent's financial capacity and/or any commitment letter from lenders as indications of proof of financial capability. Please submit these as separate documents, they will not be included in the 10 page maximum.
  
3. Other Terms. Include the following information in proposal:
  - a. Proposed timeline for taking occupancy of the Garage.

- b. If earliest proposed closing date is not prior to January 1, 2019, provide an explanation as to why closing could not occur prior to January 1, 2019.
  - c. Requested Title Company and Officer
4. References.  
Provide three (3) references that can speak to Respondent's abilities and competence in relation to parking garage operations, business acumen and commitment to downtown Boise.

Include Names, company, addresses, phone numbers, email addresses, and brief description.

## **VI. SELECTION PROCESS**

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

### **Step 1. Request for Proposals**

The Request for Proposal will be publically noticed in the *Idaho Statesman* newspaper and posted on the CCDC website. Proposals must be received by **Wednesday, July 25, 2018 by 3:00 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 CCDC 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 CCDC Board.

CCDC will evaluate the proposals using the following criteria:

- a. How the proposed use of the Garage impact the current uses of the Garage;
- b. How the proposed use will help advance economic vitality in the downtown Boise area;
- c. The Respondent's Parking Management Plan including how well the proposed use takes into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel;
- d. The Respondent's experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise;

- e. The Respondent's experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner;
- f. The Respondent's willingness to purchase the Garage for an amount that meets or exceeds the stated minimum purchase price;
- g. The Respondent's ability to purchase in terms of financial capacity (with or without investors or lenders); and
- h. Respondent's ability to close in a timely manner.

### **Step 3. Purchase and Sale Agreement**

Upon selection and approval of a proposal by the CCDC Board, staff will negotiate a Purchase and Sale Agreement (PSA) with the Respondent to be approved by the CCDC Board of Commissioners. A sample Purchase and Sale Agreement is provided in reference documentation to this RFP.

Any due diligence Respondent deems necessary, must be completed by the Respondent within 60 days of the award. Any surveys, reports, or studies done during due diligence will be the responsibility of the Respondent to obtain and pay for, CCDC will supply necessary site use approvals.

## **VII. REQUEST CONTACT INFORMATION**

Respondents may contact the Project Manager, Laura Williams, about this Request for Proposals at [lwilliams@ccdcb Boise.com](mailto:lwilliams@ccdcb Boise.com) no later than July 18, 2018 at 5:00 PM.

All questions submitted to CCDC will be shared with responses on the CCDC website. It is the Respondent's responsibility to check the website for updated question and answer information. Questions and responses of any one Respondent, which CCDC deems may affect or cause an ambiguity in proposal responses, will be made available to all Respondent's by addendum. Addenda will be made available by way of the CCDC website: [www.ccdcb Boise.com](http://www.ccdcb Boise.com). 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.

## **VIII. PUBLIC NATURE OF SUBMISSIONS**

CCDC 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.

CCDC, 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 CCDC harmless from any claim or suit arising from CCDC'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.

**IX. CCDC DISCRETION AND AUTHORITY, DISCLAIMERS**

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

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

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

CCDC 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 River Myrtle-Old Boise Urban Renewal Plan. CCDC may also reject any or all proposals and proceed with additional selection processes or none at all. The CCDC Board of Commissioners will determine the proposal that best meets the priorities set forth in this Request for Proposal based on the information submitted in the responses and any follow up presentations.

CCDC retains the discretion to consider the Proposals and select the Proposal that will best serve the city of Boise, as determined by CCDC.

The issuance of this Request for Proposals and the receipt and evaluation of proposals does not obligate CDCC 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. CCDC will not pay any costs incurred in responding to this RFP.

**X. EXHIBITS**

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

**XI. ADDITIONAL INFORMATION / REFERENCE DOCUMENTATION  
AVAILABLE ON WEBSITE OR BY REQUEST**

1. Site Map
2. Condominium Declarations
3. Existing Leases/ Agreements known to CCDC
4. CCDC Parking Management Plan
5. Value Consulting Letter
6. DRAFT Purchase and Sale Agreement
7. Revenue and Expenses Financial Information
8. Preliminary Research Report (Preliminary Title Report)
9. Contact information for Block Twenty-Two Condominiums

*These documents can be accessed on the CCDC website at this link:*

<http://www.ccdcboise.com/development/rfps/capitol-front-garage/>

**EXHIBIT A**

**SUBMITTAL COVER SHEET  
FOR RFP: CAPITOL & FRONT PARKING GARAGE  
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation  
Attn: Laura Williams, Project Manager  
121 N. 9<sup>th</sup> Street, Suite 501  
Boise, Idaho 83702

**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: CAPITOL & FRONT PARKING GARAGE (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 Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process by issuing the Request for Proposals from Interested Buyers for the sale of the Capitol & Front Public Parking Garage (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. CCDC 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 purchase the Capitol & Front Public Parking Garage;
  - 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. CCDC 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 sale of the Capitol & Front Public Parking Garage from CCDC must conform to all applicable laws, rules and regulations.
3. CCDC 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. CCDC 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 CCDC staff and consultants.
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 CCDC in conjunction with this Request, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that CCDC 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 CCDC with respect to the Request.
9. Non-Liability of CCDC. Respondent agrees that CCDC 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 CCDC as identified above. Respondent hereby waives any claims against CCDC arising out of the selection of the Respondent to purchase the Capitol & Front Public Parking Garage 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