

**REQUEST FOR PROPOSALS (RFP)  
FOR  
THE LEASE OF REAL PROPERTY OWNED BY INDEPENDENT SCHOOL  
DISTRICT #256**

**October 19, 2020**

**THE PROPERTY IS PART OF THE RED  
WING HIGH SCHOOL SITE:**

**PROPERTY ADDRESS: 2451 Eagle Ridge Drive  
RED WING, MN 55066**

All proposals and other communications must be addressed and  
returned to:

**Independent School District #256  
Lease of Real Property RFP  
2451 Eagle Ridge Drive  
Red Wing, MN 55066**

**PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 PM LOCAL TIME  
ON NOVEMBER 12, 2020**

**REQUEST FOR PROPOSALS**  
**FOR**  
**INDEPENDENT SCHOOL DISTRICT #256**

**I. PURPOSE OF THE REQUEST FOR PROPOSALS**

Independent School District #256, Red Wing, Minnesota (the “District”) will accept proposals for the lease of up to 12 acres of District owned property located at 2451 Eagle Ridge Drive, Red Wing (the “Property”). The District has the right to reject any or all proposals.

Responses to this Request for Proposals (“RFP”) must address each component as set forth herein. Proposals must be in writing.

**II. PROPERTY INFORMATION**

The District intends to lease all or part of the Property for up to 25 years.

The Property is approximately 10 acres and is located at the Red Wing High School site at 2451 Eagle Ridge Drive, Red Wing.

The Property is subject to a lease for a communications tower and related easements. An agreement will be needed between the selected respondent and owner of the communications tower to outline liability expectations.

The Property is currently zoned as R-2 Residential Two Family. The respondent shall be responsible for determining whether its intended use of the Property complies with local land use regulations. Use of the Property may be considered by the City of Red Wing to be a “Major Change” to a Planned Unit Development (PUD) and, therefore, may require a public hearing with the Planning Commission and final review and approval by the City Council. Depending on the intended use of the Property by the lessee, a conditional use permit may also be required. The respondent will be responsible for seeking any land use or other governmental approvals necessary for its intended use of the Property at its own expense. The District will agree to cooperate with the respondent in seeking those approvals.

The proposed use of the Property will need approval by the City of Red Wing Zoning and Land Use departments. If approved by the City, the City and State would review a building permit.

In addition to lease payments to the District, the Tenant is responsible for payment of all property taxes associated with the leased land upon completion of a lease agreement between the Tenant and District.

### **III. CONDITIONS GOVERNING THE LEASE OF THE PROPERTY**

#### **A. Offer**

All respondents must complete and submit the Offer to Lease form (attached as Exhibit 1) indicating the amount being offered for the Property. The offer must not be subject to any type of financing contingency. All offers submitted to the District in response to this RFP shall remain valid for sixty (60) days from the opening date of the RFP. This time period may be extended by mutual agreement of the District and the proposer(s). The Property is being leased by the District "AS IS."

#### **B. Commission**

The District agrees and acknowledges that it has not engaged the services of any agent or broker for the lease of the Property. In the event that the successful respondent has engaged an agent or broker, the respondent will be solely responsible for the payment of said agent or broker and said fees must not be deducted from the lease price.

#### **C. Site Visit**

A site visit will be held on at 10:00 am on October 29, 2020 at the Property. Attendance by interested respondents is highly recommended but not required.

#### **D. Submission of Proposals**

To be considered, a sealed written proposal must be submitted by the respondent to the District either by mail or personal delivery no later than 3:00 p.m. on November 12, 2020. No proposals submitted by electronic mail or facsimile will be accepted. The outside of the envelope must be marked "LEASE OF REAL PROPERTY RFP" and delivered to:

Independent School District #256  
Lease of Real Property RFP  
2451 Eagle Ridge Drive  
Red Wing, MN 55066

All submissions are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

#### **E. Provision of Contact Information**

Those interested in submitting a proposal are encouraged to provide contact information to Karsten Anderson, the District's Superintendent at: [klanderson@rwps.org](mailto:klanderson@rwps.org). This will allow the District to contact interested parties in the event that there are any addenda or changes to this RFP. Individuals who do not submit contact information to the District shall be solely responsible for independently verifying if any addenda or other changes have been issued for this RFP by contacting the District in writing prior to the submission deadline.

**F. Selection**

The District will select the proposal that is in the best interests of the District and will support the best use of the Property in the District's sole discretion. The lease of the Property is subject to the approval of a lease agreement between the successful respondent and the District by the School Board. The District reserves the right to negotiate with respondents and to reject any and all offers.

**G. Schedule**

10:00 a.m. on October 29, 2020	Pre-proposal site visit at the Property
3:00 p.m. on November 12, 2020	Proposals due
3:00 p.m. on November 12, 2020	Proposal opening

**H. Questions about Property and/or RFP**

All questions or requests for clarification should be submitted in writing via electronic email to [klanderson@rwps.org](mailto:klanderson@rwps.org). The District shall not be responsible for the delay in the transmission of any request for clarification or other communication. The District will make all questions and answers available to all interested parties.

**I. Conflict of Interest**

Any respondent who has a conflict of interest or potential conflict of interest shall disclose the same in its offer. The District will review any potential conflicts of interest in its evaluation of the proposals.

**IV. SUBMISSION REQUIREMENTS**

**A. Required Content**

At a minimum, the following information must be included in all proposals:

**1. Cover Letter**

The respondent must submit a cover letter committing the respondent to leasing the Property on the terms and conditions set forth in this RFP and providing information regarding the respondent's intended use of the Property.

**2. Offer to Lease**

The respondent must complete the Offer to Lease Property form as is with no changes or alterations (attached as Exhibit 1)

## **V. EVALUATION CRITERIA**

The District reserves the right to contact some or all of the respondents to clarify non-material aspects of their offers. In evaluating the proposals, the District's selection will be based upon those factors deemed necessary to promote the best interests and welfare of the District.

## **VI. REJECTION OF PROPOSALS**

### **A. Selection does not guarantee a Lease Agreement.**

This RFP shall not create any legal obligation of the District to evaluate any proposal that is submitted or to enter into any lease agreement with a respondent who submits a proposal except on terms and conditions that the District deems, in its sole and absolute discretion, to be satisfactory and desirable. All proposals should contain an affirmative statement regarding whether there is any "conflict of interest" with the District, its elected and appointed officials, and the respondent.

The District reserves the right to reject any and all proposals received and the right to waive non-material formalities and technicalities according to the best interests of the District. The District reserves the right to select a respondent or multiple respondents for the lease of the Property.

By submitting a proposal, the Respondent acknowledges its understanding of the requirements of this RFP and agrees to be bound to the same when negotiating the lease agreement, if its proposal is selected by the District.

### **B. No Liability for Expenses or Costs**

The District is not responsible for expenses or costs incurred by respondents in connection with this RFP process and submitting an RFP. This includes, but is not limited to, costs associated with preparing the proposal and of participating in any site visits, oral presentations, or negotiations.

## **VII. SELECTION**

### **A. Completion**

The Respondent's proposal must be complete in order to be considered by the District for selection.

### **B. Lease Agreement**

The selected proposer will be required to enter into a lease agreement with the District for the lease of the Property. The lease agreement is subject to the approval of the District's board.

**EXHIBIT 1: OFFER TO LEASE REAL PROPERTY**

**SUBMITTAL:** To ensure proper identification and handling, submit your offer in a sealed envelope. This Offer must be submitted by 3:00 pm on November 12, 2020 to:

Independent School District #256  
Lease of Real Property RFP  
2451 Eagle Ridge Drive  
Red Wing, MN 55066

Timely delivery of the offer is the sole responsibility of the Respondent. The offer must be submitted by personal delivery or mail. Late offers will not be accepted. All offers shall remain valid for a period of 60 days from the RFP opening date. The time period may be extended by mutual agreement of the District and the proposer.

**TO:** Independent School District #256  
Lease of Real Property RFP  
2451 Eagle Ridge Drive  
Red Wing, MN 55066

\_\_\_\_\_, herein called the "Tenant," hereby offer and agree to lease the Property, located at 2451 Eagle Ridge Drive, Red Wing, MN from Independent School District #256 ("District") subject to the terms and conditions contained in this Offer and the District's Request for Proposals due November 12, 2020 at the lease price set forth below:

\$\_\_\_\_\_ / acre / year for use of \_\_\_\_\_ acres of land for \_\_\_\_\_ years. Note: The dollar amount must be a specific number, not a number based on a competitor's offer.

The proposed use of the property will be: \_\_\_\_\_

\_\_\_\_\_

I understand that the lease shall be granted upon approval of a lease agreement by the School Board.

I also understand that the lease agreement shall be approved by the Respondent and District's Board within sixty (60) days after notification by the School District, unless otherwise agreed to by the parties. This lease is subject to approval by the District's Board and the District reserves the right to reject any and all offers.

I also understand that the Tenant is responsible for payment of all property taxes associated with the leased land in addition to lease payments to the District upon completion of a lease agreement between the Tenant and District.

I am aware/not aware of any potential conflict of interest with respect to my lease of the Property. If there is a potential conflict of interest, please state the potential conflict of interest here:

\_\_\_\_\_

I understand and agree to the terms set forth in this offer and also in the District's Request for Proposals.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_