



## **REQUEST FOR PROPOSALS BY THE CITY OF TUSCALOOSA**

**(A17-0241)**

May 11, 2017

TO: Any Qualified Developer

RE: Request for Proposals Regarding the Sale of City Owned Property in Downtown  
Tuscaloosa

### **A. Generally.**

**AS PROVIDED IN MORE DETAIL BELOW, THE DEADLINE FOR RESPONSES TO THIS REQUEST FOR PROPOSAL IS END OF BUSINESS (5:00 P.M.) local time Tuscaloosa, Al. June 12, 2017.**

The City of Tuscaloosa wishes to receive proposals from interested parties for the redevelopment of a vacant parcel of downtown property located at the intersections of Greensboro Avenue and Jack Warner Parkway. The site is the previous location of the City's Farmers Market which has been demolished and currently serves as public parking. The property contains approximately 3.8 acres. The City has obtained a recent appraisal indicating the fair market value of the property to be \$2,896,740.00.

The City is seeking proposals from qualified developers to purchase this property and develop it in a manner that enhances the City in the best way as determined by the Tuscaloosa City Council. In taking proposals, the City wishes to enhance its downtown redevelopment process

that is currently underway. This redevelopment process includes a new Federal courthouse, a new public parking deck and downtown transit hub, an urban park (the Government Plaza), a Cultural Arts Center in a renovated historic building, and recent construction of a downtown Embassy Suites Hotel, Hyatt Home 2 Suites and Hotel Indigo. These improvements also relate to and complement the City's Riverwalk development projects, including the City's riverside Amphitheater and River Market complex.

As part of the downtown redevelopment effort, the City is interested in receiving development proposals that provide for commercial land use. All proposed uses must comply with Central Business Zoning and the Downtown Overlay District. **Any Proposed development must generate sales and ad valorem tax revenue.**

### **B. The Property**

Tuscaloosa County Tax Assessor Parcel Id: 31-05-22-2-006-002.000  
Tuscaloosa County Tax Assessor Parcel Id: 31-05-22-2-006-001.000  
Tuscaloosa County Tax Assessor Parcel Id: Portion of 31-05-22-2-008-004.000

#### Property Description

Part of the NE ¼ of the NW ¼ of Section 22, Township 22 South, Range 10 West in Tuscaloosa County, Alabama, and being portions of lots 24, 25, 27, 62, 63, 64, 65, and 66 of River Margin as recorded in Plat Book 3 at Page 53 in the Probate Office of Tuscaloosa County, being more particularly described as follows:

Start at the SE corner of Embassy Suites Subdivision as recorded in Plat Book 2013 at Page 33 and run northwesterly along the West Right Of Way of Greensboro Avenue a distance of 364.16' to a 1" iron pipe, thence continue in a northwesterly direction a distance of 57.49' to a 1" iron pipe, thence with an interior angle right of 144°13' 24" run in a northwesterly direction a distance of 357.04" to a 1" iron pipe and the Point Of Beginning, thence continue in a northwesterly direction a distance of 289.97' to a 1" iron pipe at the intersection of the West Right Of Way of Greensboro Avenue and the South Right Of Way of Jack Warner Parkway, thence with an interior angle right of 125°50'10" run in a southwesterly direction a distance of 344.75' to a 1" iron pipe on the East Right Of Way of Lurleen B. Wallace Boulevard, thence with an interior angle right of 69°25'14" run in a southeasterly direction a chord distance of 321.94' along a curve having a radius of 2206.83' and an arc length of 322.22' to a ½" iron pipe, thence with an interior angle right of 175°53'21" run in a southeasterly direction a distance of 192.85' to a 1" iron pipe, thence with an interior angle right of 111°59'11" run in a northeasterly direction a distance of 131.52' to a 1" iron pipe, thence with an interior angle right of 150°40'48" run in a northeasterly direction a distance of 112.37' to a 1" iron pipe, thence with an interior angle right of 155°54'35" run in a northeasterly direction a distance of 78.78' to a 1" iron pipe, thence with an interior angle right of 170°35'28" run in a northeasterly direction a distance

of 121.24' to the Point Of Beginning forming an interior angle right of 119°41'13". Said parcel containing 3.8 Acres or 165,528 square feet more or less.

The City does have an internal department survey of this property attached hereto. Developers should not assume the survey meets ATLA criteria and that an additional survey may be required.

### **C. Location**

The subject property is bordered on the West by Lurleen B. Wallace Boulevard North, on the East by Greensboro Avenue, on the South by the Embassy Suites Hotel and on the North by Jack Warner Parkway. The property contains 6.28 acres more or less.

### **D. Background/History**

The site is known as "River Hill" and was once the location of Stallworth Lake a recreational lake for swimming and boating from 1918 to 1948. The site was filled in 1948 and was used as the City landfill until the late 1950's early 1960's. In the 1970's a land reclamation grant from the US Agriculture Department was awarded which included top soil and seeding. From 1978 until 2011 it was the site of the City's Farmers Market. Since 2011 the site has been used a public parking lot.

### **E. Zoning**

The property is zoned BC (Central Business District) and is likewise subject to the conditions of the Riverfront/Downtown Overlay District. (Ordinance 7024) (Sec. 24-225 through 235 Code of Tuscaloosa). **IT IS STRONGLY RECOMMENDED TO SUBMIT ANY QUESTIONS PERTAINING TO THESE ZONING DISTRICTS AND THE PERMITTED OR ALLOWED USES IN THESE DISTRICTS TO THE URBAN DEVELOPMENT DEPARTMENT OF THE CITY OF TUSCALOOSA (205) 248-5110 OR BY ACCESSING THE CITY'S WEB SITE AT [www.tuscaloosa.com](http://www.tuscaloosa.com) PRIOR TO SUBMITTING A RESPONSE. A COMPREHENSIVE PROPOSAL IS ANTICIPATED.**

### **F. Requirements for Development**

As the City does not permit construction over existing lot lines, it will be necessary to re-subdivide the property for development.

### **G. Stipulations and Conditions of Proposal**

1. Parties who submit a response should be aware that the usual and customary stipulations, terms and conditions that the parties are accustomed to regarding commercial property transactions are not applicable in this case. The City considers the property to be public property and not commercial property. The distinction as public property means that the property will be sold as is with the City receiving the full sales price. The City will pay

for the preparation of the deed and the title binder and title insurance. All other costs are the responsibility of the eventual purchaser.

2. The submission must include drawings, plans, photographs, or sufficient descriptions of previous projects or developments of the party. If available, drawings, schematics, or proposed renditions of a preliminary conceptual design of the project to be constructed on the property would be advantageous to the proposer. A comprehensive proposal is anticipated, and the extent to which the proposal conveys a vision of the proposal may be considered as a factor in the City's decision-making.
3. Proposals may be judged upon architectural merit. A proposal that (in the opinion of the City Council) ties into the scope and scale of the downtown area and offers an appearance that enhances the overall appearance of the downtown area, while not conflicting with the governmental buildings and other surrounding properties may be considered for its aesthetic qualities. Special attention should also be given to landscaping, fencing, automobile and pedestrian access, and any other amenities necessary to presenting an accurate picture of the quality of development being proposed.
4. The entity submitting the proposal must submit a financial statement specifically indicating therein that it is financially capable of undertaking and funding the construction of the proposed development. Parties may also include letters of credit and or pledge letters from financial institutions. Parties must submit the name, address and a contact person from all financial institutions which have provided or declined financing to them within the last five years. An entity submitting a proposal must also provide a letter authorizing any such lending institution to discuss with the City any financial information provided and disclosed therein.
6. As part of the RFP process, all proposals must contain an offer to purchase the subject property from the City. However, this is not a bid contest, and other factors may weigh more heavily than price alone. The City is aware that portions of the site were included in the use as the City's landfill. The City may be amenable to negotiation of the purchase price should technical reports indicate sub surface issues with the site.
7. The entity making the proposal shall be clearly identified with full contact information. A corporate or other non-natural entity shall clearly state all its principles, officers, members of governing boards, and owners. A publicly traded company may make an appropriate reference as to ownership. When any entity required to be disclosed is itself a corporate or other non-natural entity, then the same disclosures shall be made for it, and so on down the line. All information relative to the entity must be provided so as to allow the City to conduct full due diligence. The proposal must give the names and full contact information of one or more specific persons who can communicate authoritatively for the entity relative to the proposal within a reasonable time of any inquiry from the City.

Submission of a proposal constitutes full consent for the City to conduct full due diligence, public database and internet searches, background checks, investigations, and inquiries regarding the entity, the proposal, and any other associated person or other entity.

8. The entity making the proposal must be qualified to do business in the State of Alabama.
9. Generally, the City's present policy is that it will not agree to the use of its eminent domain powers to assist the developer in obtaining surrounding parcels of property which the developer may wish to acquire and incorporate into the development. However the City reserves the right to use its powers of eminent domain as allowed by law.
10. Upon acceptance of a proposal, the City may consider granting an exclusive period of investigation and due diligence, to determine the feasibility of development, for a period of time not to exceed 180 days to the parties of the accepted proposal. The parties may enter into a feasibility agreement which may address the terms and conditions of said study including the proprietary rights thereto. All feasibility and other studies would be completed within the exclusive period of investigation and due diligence. If the party determines that it is not feasible to develop the property or decides to withdraw its proposal at the end of the period for any reason, the City reserves the right to reconsider all other proposals which were submitted and may select or accept one of the proposals. If accepted, the City may consider granting the same terms and conditions as were granted in the initial proposal. This process may be repeated as necessary until such time as there are no longer any proposals to consider. If the developer decides that the project is feasible, it is anticipated that the developer would notify the City of its desire to proceed with the project and the parties may agree to enter into a Definitive Development Agreement within forty five (45) days after said notification. Provided; however, the issuance by the City of any license, permit, zoning, subdivision approval, certificate, utility service, or any other discretionary approval or consent otherwise required by law or ordinance to any person, firm or corporation regarding the Property will be expressly excluded from the due diligence period and is hereby reserved by the City. The City also reserves the right to continue the use of the Property as Public Parking Facility or otherwise pending a formal agreement that provides otherwise.
11. The Laws of State of Alabama shall govern and control all contracts and agreements between the parties. In the event of any dispute between the parties as they relate to any provisions of any agreement, the forum to hear and resolve said disputes shall be the Circuit Court of Tuscaloosa County, Alabama. The City generally does not enter into any agreements which require the parties to submit disputes to binding arbitration.

12. The stipulations as set forth herein are issues which the City believes must be addressed in the proposal. They are not to be considered all inclusive nor designed to exclude any other terms, conditions, or stipulations which the parties may desire to include in the proposal.
13. The proposer is responsible for ascertaining all applicable facts and law related to the RFP, proposal, development, representations, and property. The City will cooperate in any reasonable manner consistent with law and the RFP, and of course intends to fulfill all its legal and contractual obligations, but the ultimate responsibility for all aspects of the proposal falls to the entity making the proposal. No representation may be attributed to the City unless made in writing by an authorized City official, employee, or agent.
14. In general, the proposals shall become public record upon public opening by the City. If the proposer includes any material that it desires to not be made public (such as trade secrets or highly sensitive financial information), then such information shall be clearly segregated and denoted as “confidential – not intended for public disclosure,” and shall include all pertinent information explaining why the proposer believes it should not be made public (NOTE that this explanation under any circumstances will itself be made public, and therefore the explanation should not include sensitive information). In regard to such information, the City will follow Alabama public records law as to any public disclosure and reserves the right to unilaterally determine if information is public record. The proposer shall indemnify and hold harmless the City from any civil liability including costs and attorney fees arising from the City’s attempt to disclose or not disclose any such information. The official policy of the City of Tuscaloosa is to conduct the public’s business openly and the proposal is expected to understand and reflect that principle. No part of the proposal will be returned.
15. The City of Tuscaloosa reserves the right to reject any or all proposals; to make a selection, if it so chooses, based on any lawful factor; to terminate the RFP process at any time, subject only to any binding contracts; to negotiate terms and conditions of any agreement, with any entity making a proposal; or to take any lawful action in regard to the subject property. This RFP shall be deemed to be automatically amended to the extent required for it to conform to federal, state, or local law. Although this RFP and/or in any proposal may be incorporated in whole or in part into any agreement, all statements and provisions herein may be superseded by any agreement between the City and any party. The City reserves the right to negotiate all terms of any agreement.
16. A proposal that is incomplete and failing to enclose and address the stipulations as set forth will be considered non responsive and will not be considered.
17. The City shall retain title to any interest in the minerals which the City may possess.

18. The property will be sold and conveyed subject to any restrictions, easements, reservations and rights of way of record as they may appear in the Probate Office of Tuscaloosa County, Alabama.
19. The City as seller shall be responsible for the costs of preparation of a statutory warranty deed and title insurance. Any and all other costs whether incurred during the preparation of the bid or prior to closing, shall be the responsibility of the purchaser.
20. Any real estate agent or company representing the Purchaser is not to be considered a dual consensual agent on behalf of the City.
21. Any broker and/or commission fees are to be paid solely by and borne by the Purchaser.
22. The City possesses tax exempt status; therefore, there is no need to prorate ad valorem taxes.
23. Conveyance will be by statutory warranty deed.

### **RESPONSES**

The response to this RFP must be submitted and received in a sealed container or envelope, on or before the deadline and must state on the outside of the envelope or container **RESPONSE TO "RIVER HILL/FORMER FARMERS MARKET SITE"**. The sealed container or envelope must contain two (2) full and complete hardcopies of the proposal; plus computer file in the form of a single pdf file that is generally searchable and substantially identical to the hardcopies, in a commercially acceptable medium (such as CD-ROM or USB memory stick). The computer media and file(s) must contain no virus or other malware.

The requirement that the pdf file be a "single pdf file" means that the primary proposal may not consist of multiple pdf documents on the computer medium, but rather should be a single pdf file that contains the entire response. However, documents that are clearly an appendix or attachment (for example an insurance policy, proposed draft contract, discreet company brochure, etc.) may be included as separate pdf files so long as they are clearly file-named and referenced in the response. It is expressly prohibited to make each page of any document a separate pdf file.

**THE RESPONSE TO THIS RFP MUST BE DELIVERED TO:**

Office of the City Attorney  
ATTN: Glenda Webb City Attorney  
City of Tuscaloosa  
2201 University Blvd. (35401)  
Tuscaloosa City Hall  
Post Office Box 2089  
Tuscaloosa, Alabama 35403  
(205) 248-5140

**DEADLINE: June 12, 2017 at 5:00 P.M. local time in Tuscaloosa, AL.**

**Note that the deadline applies to actual receipt by the Office of the City Attorney. The City reserves the right to extend the deadline after the RFP is issued and the City Attorney shall have the discretion to keep the office open past 5:00 for the purpose of assuring all responses received by the due date are considered.**

The sealed container or envelope must clearly indicate on the outside that it is the response to this RFP and must identify the name of the entity and full contact information. IN ORDER TO ASSIST IN PREVENTING THE PROPOSAL FROM BEING OPENED AS ORDINARY BUSINESS CORRESPONDENCE, IT SHOULD CONTAIN IN BOLD MARKING THE NOTATION “SPECIAL DELIVERY – TO BE OPENED ONLY IN THE PRESENCE OF THE CITY ATTORNEY.” The two hardcopy submittals must clearly delineate “COPY 1” and “COPY 2” so that there is no ambiguity as to what constitutes a complete copy. The computer media must have a label that clearly identifies its association with the particular response. All copies including the computer file copy should be substantially identical. The computer media should be capable of being copied and hardcopy printed by the City. The City will determine administratively how and when the responses will be opened and evaluated. In order to assist the City in remaining transparent in this process, the City may post the responses and/or any of its evaluations of the responses on its web site or otherwise, provide copies to the news media, provide copies to the general public, provide copies to all respondents to the RFP, and/or make other publications of the responses or the City’s evaluations.

EMAIL OR OTHER SUBSTITUTION FOR THE SEALED CONTAINER/ENVELOPE SUBMITTAL IS NOT ALLOWED. IT IS THE RESPONSIBILITY OF THE ENTITY MAKING THE PROPOSAL TO TAKE APPROPRIATE MEASURES TO ASCERTAIN THAT DELIVERY IS MADE AND ACKNOWLEDGED BY THE CITY. The City is not responsible for lost or misdirected proposals. The issuance of this RFP does not impose any duty on the City not otherwise imposed by law. The City reserves the right to waive irregularities or nonconformities in the submittals.