

CITY OF TUSCALOOSA, ALABAMA



**REQUEST FOR PROPOSALS
TO ACQUIRE OR LEASE THE FORMER BENJAMIN
BARNES BRANCH YMCA PROPERTY LOCATED AT
2939 18TH STREET AND ADJACENT PROPERTY
LOCATED AT 2937 18TH ST TUSCALOOSA,
ALABAMA**

OCA File Number: OCA-24-0990

Issued by:

City of Tuscaloosa
Construction, Facilities &
Grounds
2201 University Boulevard
Tuscaloosa, Alabama 35401

Date Issued: February 4, 2026
Deadline for Proposals: March 23, 2026

LATE SUBMISSIONS WILL NOT BE ACCEPTED

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PART 1 – OVERVIEW

The City of Tuscaloosa is requesting proposals from interested social service and civic agencies or organizations to garner interest to either possibly acquire or lease the former Benjamin Barnes Branch YMCA building and property at 2939 18th Street and the adjacent Weaver Bolden Building and property at 2937 18th Street Tuscaloosa, Alabama to provide social, economic, educational, health, medical or such other humanitarian services to underserved areas of the City of Tuscaloosa including West Tuscaloosa.

The Benjamin Barnes Property contains approximately 2.29 acres. The building thereon contains approximately 12,000 square feet and was built in 1961. The Weaver Bolden property contains approximately 4,000 square feet and is approximately .073 acres. The City acquired the Benjamin Barnes Property in 2021, Deed Book 2021 Page 3428 and the Weaver Bolden property in 1959 Deed Book 434 page 83 as recorded in the Probate Office of Tuscaloosa County, Alabama. Both properties will be vacated by the YMCA in early 2025 once the Benjamin Barnes Branch relocates to their new facility by the McDonald Hughes Center. The Properties are in City Council District 1 and is currently zoned R-3 (Residence District 3). Depending upon the proposed or contemplated use of the properties, it may be necessary to have the properties rezoned for such use.

The intent is for the property to be used for community civic, charitable or social service uses. As such it is expected that any civic, social service or charitable agencies or organizations adjust their service hours to meet the convenient needs (for example night and weekends hours) of the community and not that of the agency or organization.

Being that said properties were acquired or improved in whole or in part with Federal funds in past years, a public hearing must be held regarding the disposition of the properties and further subject to any additional requirements as required by the U. S. Department of Housing and Urban Development. (HUD)

Upon selection by the City Council, the City will enter into negotiations with the successful Respondents. Pending successful negotiations, the successful Respondents will enter into a sales contract or lease for the properties with the City.

PART 2 – Stipulations and Conditions

The properties will be conveyed or leased “AS IS” and the City of Tuscaloosa will not make any improvements or changes to the properties as a condition of any sale or lease. Given the age of the Properties, the City makes no representation or warranty with respect to the Properties, including without limitation, the value, quality or character of the Properties or its fitness or suitability for any particular use and/or the physical and environmental condition of the Properties. A condition of any sale or lease will require the successful respondent to be solely responsible for payment of utilities and all repairs and maintenance of the properties and buildings.

1. The submission must include the respondents proposed use of the Properties and the services and benefits to be provided to the community. 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.
2. 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.
3. Upon acceptance of a proposal by the City Council, the City may consider granting an exclusive period of investigation and due diligence, to determine the feasibility of a proposal for a period of time not to exceed an initial period of 90 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, appraisal and other studies would be completed within the exclusive period of investigation and due diligence at the sole cost and direction of the respondent. If the party determines that it is not feasible to use 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 respondent decides that the proposal is feasible, it is anticipated that the respondent would notify the City of its desire to proceed with the proposal and the parties may agree to enter into a lease or sales contract 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 to the use of the

Property pending a formal agreement that provides otherwise.

4. HUD funds for improvements, maintenance and or repairs have been previously utilized on the properties. Pursuant to HUD regulations any sales price or lease amount must be current fair market value.
5. 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.
6. 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.
7. The proposer is responsible for ascertaining all applicable facts and law related to the RFP, proposal, development, representations, and properties. 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.
8. 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 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.
9. 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.

PART 3 – INSTRUCTIONS FOR PROPOSALS

Before submitting a response to this RFP, the Respondent should carefully review the entire RFP and be familiar with its contents. The Respondent's submission shall be considered evidence that the Respondent has fully studied the RFP and is familiar with the general conditions to submit the requested proposal.

3.1 Format of Proposals

Proposals shall be 8.5" x 11" in size. General brochure type information is to be kept to a minimum, and the proposal shall be a maximum of 6 one-sided pages or 3 two-sided pages. Proposals may be written in either Times New Roman or Calibri font, and the font size must be 12-point or larger.

3.2 Inquiries

The City will accept inquiries on the contents and requirements of the RFP in electronic form only. Inquiries may only be submitted by email. Inquiries should be submitted to:

Eric Thompson
Construction, Facilities & Grounds
ethompson@tuscaloosa.com

For this RFP, the deadline for inquiries is November 29th, 2024 at 5:00 Central Standard Time, after which time no further inquiries will be addressed by the City.

If the City chooses to respond to an inquiry, the City will do so in writing, in the form of an addendum to this RFP. The addendum will be sent to all recipients of the RFP, and will be posted to the City's Website at www.tuscloosa.com

Each addendum issued by the City shall become part of this RFP and proposals shall include any work or requirements described in the addendum. No addendum will be issued or posted less than 72 hours before the deadline for submission of responses to this RFP.

3.3 Submissions

Respondent submissions must be received by the City by 5:00 Central Standard Time on March 23th, 2026. Late proposals will not be accepted or reviewed. It is the Respondent's responsibility to ensure that their submission is received within the time required by this RFP. The City is not responsible for delayed or late deliveries due to mailing or delivery service.

Proposals should be clearly labeled with the OCA file number:

OCA File Number: OCA-24-0990

Respondents must submit proposals electronically. Electronic submissions should be made in Portable Document Format (PDF) file format, and should be sent to via email to:

Eric Thompson
Construction, Facilities & Grounds
ethompson@tuscaloosa.com

The Respondent's email should reference the OCA file number listed above. The Respondent is responsible for obtaining confirmation that the City received the Respondent's proposal.

3.4 Additional Items Related to Proposals

a. Submission rejection/costs

By issuing this RFP, the City does not commit to entering into a contract, to paying any costs incurred in the preparation of a submission, proposal, or to procuring or contracting for services. The City reserves the right to cancel this RFP in whole or in part, to reject any and/or all submissions and proposals, to accept the submission and proposal it considers the most favorable to the City's interests in its sole discretion, and to waive irregularities or informalities in any submissions/proposals or in the submission procedures. The City reserves the right to reject all submissions or proposals and issue a new RFP, at its sole discretion. All submissions and proposals and other materials submitted in response to this RFP will become property of the

b. Requests for Additional Information

The City reserves the right to request additional information from Respondents to clarify the submissions.

3.5 Public Records

Each Respondent is hereby informed that, upon submission of its proposal to the City in response to this RFP, the proposal becomes the property of the City.

Unless otherwise compelled by a court order, the City will not disclose any submissions while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either selects a proposal, or after the City rejects all submissions, the City shall consider each submission from Respondents subject to the public disclosure requirements of the Alabama Open Records Act (Ala. Code § 36-12-40) and Tuscaloosa City Code § 2-4, unless there is a legal exception to public disclosure.

If a Respondent believes that any portion of its proposal is subject to a legal exception to public disclosure, the Respondent shall: (1) clearly mark the relevant portions of its proposal "Confidential"; (2) upon request from the City, identify the legal basis for exception from disclosure under the Open Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the qualifications submittal.

PART 4 – SELECTION PROCEDURE

The City Council, upon review, may select one or more proposals and select such time, place, manner and direction to proceed to making a determination of selecting a single proposal. The Council may ask any respondent to appear before Council and make a public presentation to the Council regarding its proposal.

After review and evaluation of the submissions and presentations if any, the City Council's Community and Development Committee shall meet and select a proposal and authorize City staff to begin negotiations as set forth above in Section 2 Paragraph 3.

Upon the conclusion of negotiations, the successful Respondent firm will enter into a sales contract or lease with the City. The sales contract or lease shall not be in force until it is approved by the Tuscaloosa City Council, and it is signed by the Mayor.

Please note, this RFP does not guarantee that the City will select any proposal. The City reserves the right to modify, amend, or withdraw this RFP, in whole or in part, at any time and for any reason, in its sole discretion. The City also reserves the right to reject all submissions, in its sole discretion.

END OF RFP DOCUMENT.