



REQUEST FOR PROPOSALS BY THE CITY OF TUSCALOOSA

(OCA-26-0124)

June 17, 2026

TO: Any Qualified Developer

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

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. August 3, 2026.

B. Generally.

The City of Tuscaloosa wishes to receive proposals from interested parties for the sale and or redevelopment of a City parcel of property located at 3200 Greensboro Avenue being the site of the former Townsend BMW/Automotive Dealership and Tuscaloosa Fire Rescue Administrative Offices having an appraised value of \$3,300,000.

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

The City is interested in receiving development proposals that provide for retail commercial land use. All things being equal, those projects that propose strictly commercial retail use will be favored over mixed commercial or residential use proposals, due to the City's objective of encouraging new retail venues. **Any Proposed development must generate sales and ad valorem tax revenue.**

B. The Property

Tuscaloosa County Tax Assessor Parcel Id: 31-07-35-2-017-001.000

Survey: The City does not have a survey of the property.

City Source of Title:

Deed Book: 2019 Page: 22034 as recorded in the Probate Office of Tuscaloosa County, Alabama.

Property Description:

SEE EXHIBIT "A" Attached Hereto

C. Council District 2

D. Location

The subject property is located at 3200 Greensboro Avenue Tuscaloosa, Alabama 35401.

E. Zoning

The property is currently zoned IP (Institutional Public District). All proposed use and redevelopment of the site will require rezoning of the property – General Commercial District (GC), Highway Commercial District (HC) or Industrial Light District (IL) would be appropriate zoning districts for a future rezoning of this location. It is strongly recommended to explore the permitted use tables for the afore mentioned zoning districts located in Chapter 25, Article V of the Tuscaloosa City Code. It is further strongly recommended to submit any questions pertaining to permitted uses or the rezoning process to the Office of Urban Development, Planning Division, at 205-248-5100 or by email at planinfo@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 purchaser may, if necessary, be required to re-subdivide the property for development. Additionally full compliance will all development regulations including but not limited to parking, lot, lighting, and landscape ordinance compliance. In the event there is a plan to utilize the existing building, a substantial change (more than 50% value) to the building may trigger compliance with current building code requirements.

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 area and offers an appearance that enhances the overall appearance of the 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 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.

5. As part of the RFP process, all proposals must contain an offer to purchase the subject property from the City. Any offer to purchase must be in an amount no less than the appraised value. Offers over and above the appraised value will be an additional consideration factor; however, this is not a bid contest, and other factors may weigh more heavily than price alone. Any offer that is submitted less than the appraised value shall be considered non-responsive and will not be considered.
6. 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.
7. The entity making the proposal must be qualified to do business in the State of Alabama.
8. 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.
9. 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 45 days to the parties of the accepted proposal. 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 Sales Contract within to close on the Property within 45 days of executing the Sales Contract. 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. The City shall retain title to any interest in the minerals which the City may possess.
17. 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.
18. 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.
19. Any real estate agent or company representing the Purchaser is not to be considered a dual consensual agent on behalf of the City.
20. Any broker and/or commission fees are to be paid solely by and borne by the Purchaser.
21. The City possesses tax exempt status; therefore, there is no need to prorate ad valorem taxes.
22. 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 3200 GREENSBORO AVENUE RFP**. 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 (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: Scott Holmes City Attorney
City of Tuscaloosa
2201 University Blvd. (35401)
Tuscaloosa City Hall
Post Office Box 2089
Tuscaloosa, Alabama 35403
(205) 248-5140

DEADLINE: August 3, 2026 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.

Exhibit "A"

A part of the SE ¼ of the NW ¼ of Section 35, Township 21 South, Range 10 West, located in Tuscaloosa County, Alabama, said parcel being more particularly described as follows: AS A POINT OF BEGINNING, start at a concrete right-of-way monument, STA 50+47.74, lying on the West boundary of Greensboro Avenue; thence run in a Southerly direction and along the West boundary of Greensboro Avenue for a distance of 64.33 ft. to a concrete right-of-way monument, STA 30+25, said monument lying at the intersection of the West boundary of Greensboro Avenue and the North boundary of relocated 35th Street; thence with a deflection angle of 69°-21' to the right, run in a Westerly direction and along the North boundary of relocated 35th Street for a distance of 224.71 ft. to a concrete right-of-way monument, STA 28+00, said monument lying at the intersection of the West boundary of relocated 35th Street and Interstate I-359 access ramp "B"; thence with a deflection angle of 35°-12' to the right, continue in a Westerly direction and along the East boundary of I-359 for a distance of 85.55 ft. to a concrete right-of-way monument, STA 336+50, said monument lying on the East boundary of I-359 access ramp "B"; thence with a deflection angle of 54°-51' to the right, run in a Northwesterly direction and along said curving East boundary of I-359 access ramp "B" for a chord distance of 281.40 ft. to a concrete right-of-way monument, STA 339+31.19, said monument lying on the East boundary of said I-359 access ramp "B"; thence with a deflection angle of 9°-43' to the left, continue in a Northwesterly direction and along the curving East boundary of said I-359 access ramp "B" for a chord distance of 255.98 ft. to a concrete right-of-way monument, STA 341+46.55, said monument lying on the East boundary of said I-359 access ramp "B"; thence with a deflection angle of 8°-42' to the left, continue in a Northwesterly direction and along the curving East boundary of said I-359 access ramp "B" for a chord distance of 30.51 ft. to a point lying on the South boundary of a 40 ft. right-of-way; thence with a deflection angle of 146°-52' to the right, run in an Easterly direction and along the South boundary of said 40 ft. right-of-way for a distance of 571.46 ft. to a point lying on the West boundary of Greensboro Avenue; thence with a deflection angle of 73°-02' to the right, run in a Southerly direction and along the West boundary of Greensboro Avenue for a distance of 210.38 ft. to the point of beginning; said parcel containing 3.54 acres.