



**REQUEST FOR PROPOSAL/LETTER OF INTENT BY THE CITY OF
TUSCALOOSA**

(A18-0368)

August 2, 2019

TO: Any Interested parties

RE: Request for Proposal/letter of intent Regarding 7 Acres More or Less of Land in The City of Tuscaloosa

A. Generally.

AS PROVIDED IN MORE DETAIL BELOW, THE DEADLINE FOR RESPONSES TO THIS REQUEST FOR PROPOSAL/LETTER OF INTENT IS END OF BUSINESS (5:00 P.M.) local time Tuscaloosa, Al. August 27, 2019.

The City of Tuscaloosa wishes to receive proposals/letters of intent from interested parties for the redevelopment of 7 acres, more or less, of undeveloped property located in the City of Tuscaloosa. The site is located North of the Black Warrior River near the Woolsey Finnell Bridge and adjacent to McFarland Boulevard. The City has negotiated a sales contract with the owner of said tract, however, the City has requested and the seller has agreed to grant a 45 day due diligence period for the City to discern any potential third party interest by seeking proposals/letters of intent regarding the property from prospective parties. The proposal/letter of intent may include all or portions of the property.

The City is seeking proposal/letter of intent from parties to purchase this property and develop it in a manner that enhances the City primarily for commercial, retail, lodging or similar uses or a potential public private benefit use. A Proposed interest/development that generates sales and ad valorem tax revenue is preferred.

B. The Property

Tuscaloosa County Tax Assessor	Parcel Id: 31 06 13 1 001 002.001
Tuscaloosa County Tax Assessor	Parcel Id: 31 06 13 1 001 003.000
Tuscaloosa County Tax Assessor	Parcel Id: 31 06 13 2 001 001.000
Tuscaloosa County Tax Assessor	Parcel Id: 31 01 12 4 010 002.000

A parcel of land located in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 12, and in the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 13, all in Township 21 South, Range 10 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

COMMENCE at a 1" pipe found at the northeast corner of said northeast quarter of the northwest quarter of Section 13; thence run North 86 degrees, 29 minutes, 55 seconds West and along the section line 74.36 feet POINT OF BEGINNING, said POINT lying on the east right-of-way of Rice Mine Loop, a variable-width right-of-way; thence run North 18 degrees, 14 minutes, 54 seconds East and along said right-of-way 97.52 feet to a capped rebar set on the south right-of-way of Rice Mine Road, a variable-width right-of-way; thence run North 67 degrees, 12 minutes, 00 seconds East and along said right-of-way 149.56 feet to a capped rebar set; thence run South 22 degrees, 50 minutes, 56 seconds East 189.21 feet to a capped rebar set; thence run North 74 degrees, 28 minutes, 29 seconds East 202.27 feet to a capped rebar set on the west right-of-way of U.S. Highway 82 said right-of-way being measured 125 feet from centerline; thence run southeastwardly along said right-of-way, said right-of-way curving to the right a radius of 2739.79 feet, a chord distance of 366.28 feet to a concrete monument found, said chord bearing South 11 degrees, 15 minutes, 18 seconds East; thence run South 07 degrees, 25 minutes, 21 seconds East along said right-of-way 97.05 feet to a concrete monument found; thence run South 82 degrees, 34 minutes, 39 seconds West along a right-of-way change 75.00 feet to a concrete monument found; thence run South 07 degrees, 25 minutes, 21 seconds East along said right-of-way (said right-of-way being measured 200 feet from centerline) 432.42 feet to a capped rebar set on the northeast right-of-way of said Rice Mine Loop; thence run North 68 degrees, 13 minutes, 59 seconds West and along said right-of-way 165.27 feet to a concrete monument found; thence run North 42 degrees, 39 minutes, 16 seconds West along said right-of-way 213.42 feet to a concrete monument found; thence run North 22 degrees, 16 minutes, 43 seconds West along said right-of-way 477.61 feet to a capped rebar set; thence run North 23 degrees, 38 minutes, 10 seconds West along said right-of-way 122.37 feet concrete monument found; thence run North 18 degrees, 14 minutes, 54 seconds East 86.65 feet to the POINT OF BEGINNING.

Said parcel containing 7.279 acres, more or less.

SOURCE OF TITLE: Deed from Waugh Trust Properties, LLC to Rice Mine Development, LLC as recorded in Deed Book 2006 Page 14131 and Deed from Warrior Acres, Inc., to Rice Mine Development, LLC as recorded in Deed Book 2006 Page 14135 in said Probate Office.

C. Location

Maps of the property locations are attached hereto.

D. Background/History

The site is located next to the Rice Mine Road Loop and has never been developed.

E. Zoning

The Rice Mine Road Loop property is zoned BH (Highway Related-Commercial District). **IT IS STRONGLY RECOMMENDED TO SUBMIT ANY QUESTIONS PERTAINING TO THIS ZONING DISTRICTS AND THE PERMITTED OR ALLOWED USES IN THESE DISTRICTS TO THE OFFICE OF URBAN DEVELOPMENT OF THE CITY OF TUSCALOOSA (205) 248-5110 OR BY ACCESSING THE CITY'S WEB SITE AT www.tuscaloosa.com PRIOR TO SUBMITTING A RESPONSE.**

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. Purchase Price

The parties have mutually appraised the properties by a qualified MAI appraiser. The Rice Mine Loop Road property has been appraised at **\$6,370,000**. The City and property owner has negotiated a sales price for the property in the amount of **\$4,500,000**. The City, in proffering this proposal/letter of intent, is seeking to simply recoup the initial investment of the City's purchase price of **\$4,500,000**.

H. Stipulations and Conditions of Proposal/letter of intent/letter of intent

1. The City recognizes that the submission time is compressed and that a detailed proposal/letter of intent submission is not practical. However, the inclusion of proposed drawings, schematics, or proposed renditions of a preliminary conceptual design of any project to be proposed on the property would be advantageous.

2. Any party desiring to submit a proposal/letter of intent should address the following criteria in their response although the following is not intended to limit any additional criteria a party may desire to include:
 1. Timeline (how long to develop?)
 2. Use types: retail, office, commercial, entertainments, restaurant, etc
 3. Site stabilization (demolition, grassing, etc)
 4. Preference given to specific named tenant options
 5. Range of investment amount on site
 6. Development Concept
 7. Targeted Uses/ Types of Tenants
3. Proposal/letter of intent may be judged upon architectural merit. 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. As part of the proposal/letter of intent process, all proposal/letter of intent must contain an offer to purchase all or portions of the subject property.
5. The entity making the proposal/letter of intent/letter of intent 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/letter of intent 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/letter of intent within a reasonable time of any inquiry from the City. Submission of a proposal/letter of intent 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/letter of intent, and any other associated person or other entity.
6. The entity making the proposal/letter of intent must be qualified to do business in the State of Alabama.
7. 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.

8. 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.
9. The stipulations as set forth herein are issues which the City believes should be addressed in a proposal/letter of intent. 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 a proposal/letter of intent.
10. In general, the proposal/letter of intent 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/letter of intent is expected to understand and reflect that principle. No part of the proposal/letter of intent will be returned.
11. The City of Tuscaloosa reserves the right to reject any or all proposal/letter of intent; 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/letter of intent; 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/letter of intent 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.

RESPONSES

The response to this proposal/letter of intent 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 “”**. The sealed container or envelope must contain two (2) full and complete hardcopies of the proposal/letter of intent; 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/letter of intent/letter of intent 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

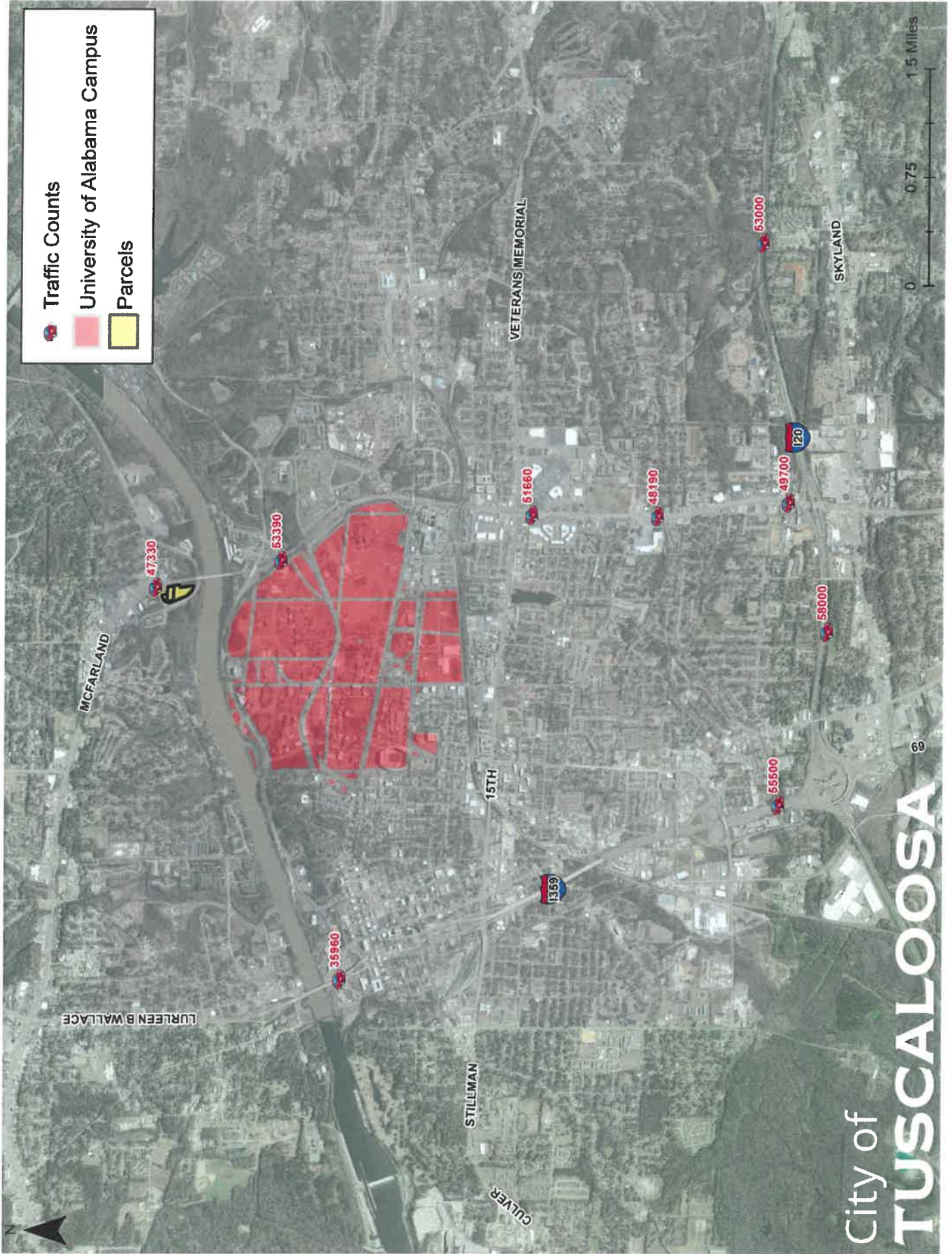
DEADLINE: August 27, 2019 at 5:00 P.M. local time in Tuscaloosa, AL.

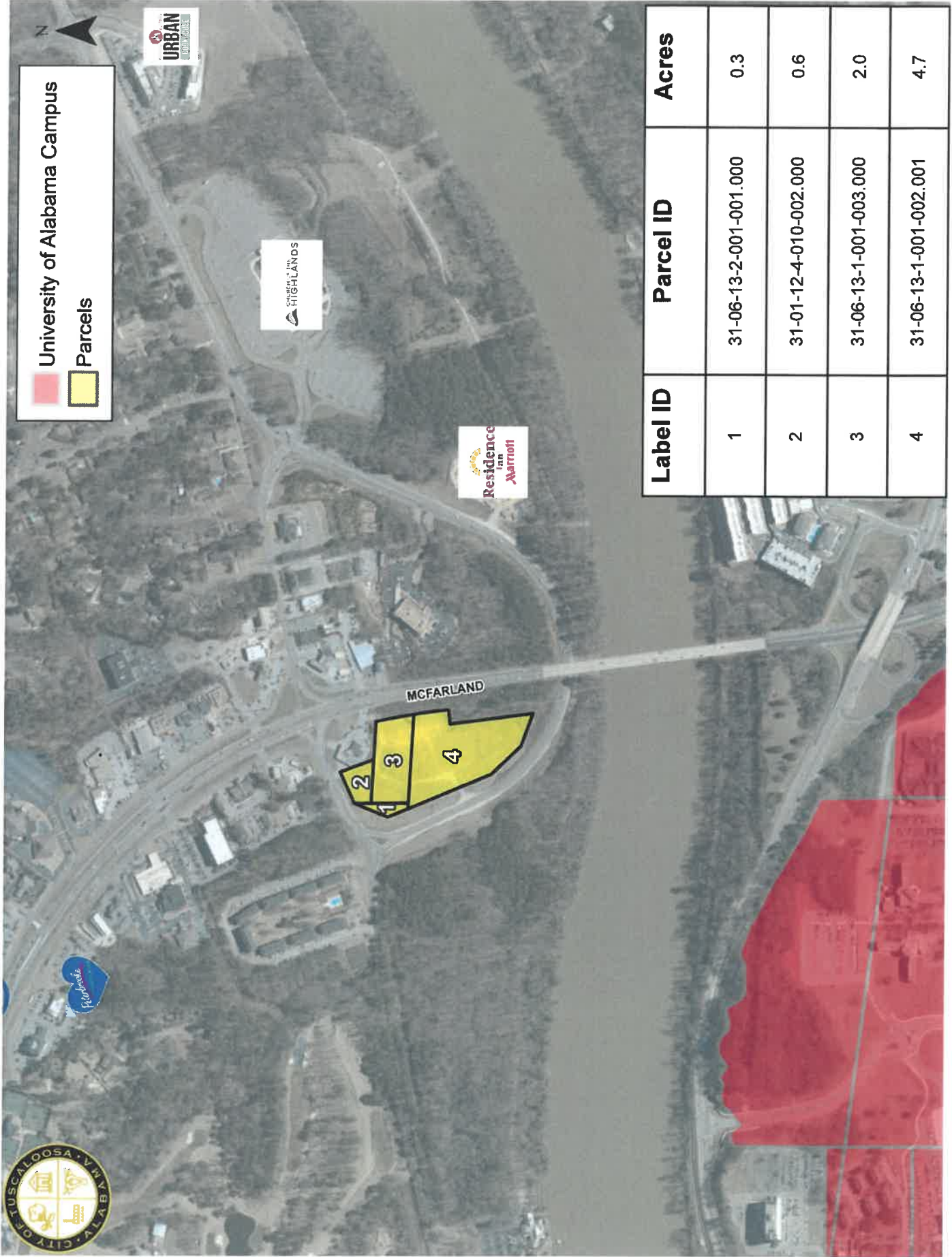
Note that the deadline applies to actual receipt by the Office of the City Attorney. The City reserves the right to extend the deadline after the RFP is issued and the City Attorney shall have the discretion to keep the office open past 5:00 for the purpose of assuring all responses received by the due 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/LETTER OF INTENT 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/LETTER OF INTENT TAKE APPROPRIATE MEASURES TO ASCERTAIN THAT DELIVERY IS MADE AND ACKNOWLEDGED BY THE CITY. The City is not responsible for lost or misdirected proposal/letter of intent. The issuance of this proposal/letter of intent 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.





Label ID	Parcel ID	Acres
1	31-06-13-2-001-001.000	0.3
2	31-01-12-4-010-002.000	0.6
3	31-06-13-1-001-003.000	2.0
4	31-06-13-1-001-002.001	4.7