

**CITY OF BIRMINGHAM, ALABAMA**

**REQUEST FOR PROPOSALS (RFP)  
FOR SALE OF REAL ESTATE**

The City of Birmingham (the “City”) hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Birmingham located at 4626 Avenue V, Birmingham, Alabama 35208 (the “Property”).



**I. Property Details.**

The Property consists of an approximately 12,000 square foot, brick one-story commercial building which is currently vacant and is zoned B-1. (See City of Birmingham Zoning Ordinance for B-1 zoning permitted uses.) Surrounding property uses include a shopping center and a dentist office.

The Property is located less than one block away from State Highway 11 (Bessemer Road), which is a major thoroughfare in the western section of Birmingham. Prior uses of the Property include a public library and a restaurant.

Legal Description:

*Lots 11, 12, 13 and the North 100 feet of Lots 14, 15, and 16 in Block 1, according to the Survey of South Park, as recorded in Map Book 3, Page 44, in the Probate Office of Jefferson County, Alabama.*

Parcel Identification Number: 29-05-3-030-020.000-RR

All information provided by the City should be independently verified.

## **II. Terms and Conditions of Sale.**

The sale of the Property will be subject to, but not limited to, the following conditions:

(1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property for an amount of less than \$25,000.00, without further notice to the bidder.

(2) **Opportunity for Inspection.** The City will allow the selected bidder a period of sixty (60) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.

(2) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.

(3) **No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by

the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

**(4) Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.

**The City reserves the right to impose other conditions to the sale of the Property.**

### **III. Proposal Requirements.**

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget;
4. Names, addresses, background, qualifications, experience and expertise of the bidder/development team with similarly-sized developments;
5. The name, address and telephone number of the contact person for the bidder; and
6. Explanation of the bidder's history of completing and maintaining projects, including a minimum of two project references.

#### **IV. Submission.**

All bidders are encouraged to visit the Property prior to submitting a proposal. The Property will be available for a walk-through inspection on Monday, December 15, 2014, by appointment only. Contact the Mayor's Office of Economic Development at (205) 254-2799 to schedule an appointment. In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

All proposals will be reviewed by City staff so that a recommendation may be made to the Mayor for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

Four copies of each proposal should be submitted to the Director of Finance no later than 5:00 p.m. on Friday, January 9, 2015, and should be addressed as follows:

J. Thomas Barnett, Jr.  
Director of Finance  
City of Birmingham  
710 North 20<sup>th</sup> Street – Suite 100-A  
Birmingham, Alabama 35203

***RE: Response to RFP for 4626 Avenue V, Birmingham, Alabama 35208***

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Birmingham.