City of Mobile, Alabama

REQUEST FOR BIDS OBO (OR BEST OFFER)
5850 Carol Plantation Road, Theodore, AL 36582

RFB POSTED: January 11, 2021
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www.cityofmobile.org/real-estate-listings
https://www.cityofmobile.org/bids/?dept=Real+Estate

BIDS DUE FEBRUARY 17, 2021

OVERVIEW

Offering Summary	The City of Mobile (City) owns a parcel of real property, 19 ± acres, parcel no. R023308332000001.001, Key No. 2840741. The City of Mobile seeks bids to purchase the property.
Property Location	5850 Carol Plantation Rd., Theodore, AL 36582.
Site / Zoning	19 ± acres parcel with aging ballpark outbuildings/no zoning due to subject property being located in Mobile County (not located in City Limits).
Utilities	All major utilities can be made available to the subject property. Respondents will be responsible for verifying available utilities and their locations.
Pricing	The subject property is to be sold "as is, where is." Bids are currently being accepted by submitting the response form attached. The bid period extends from January 11, 2021 until February 17, 2021. Bids will be accepted until 2:00 pm (CST) on Wednesday, February 17, 2021. Bid and other supporting data as specified shall be submitted in a sealed, opaque envelope, approximately 9" x 12" or larger and shall be marked on the outside with the words, "Sealed Bid for 5850 Carol Plantation Road", along with the Bid Date, Bidder's name and address. The property is appraised and Fair Market Value set for $380,000. An award may be made to the highest responsible and responsive bidder. The City of Mobile reserves the right to reject any and all bids. All closing costs are the responsibility of the purchaser.

Existing Survey	Deed Restrictions	Utilities to Site	Floodplain	ROW/Traffic	Environmental
Yes (3-20-1998)	No	Yes	No	May limit curb cuts	No reports available.

SUBJECT PROPERTY – STREET VIEW

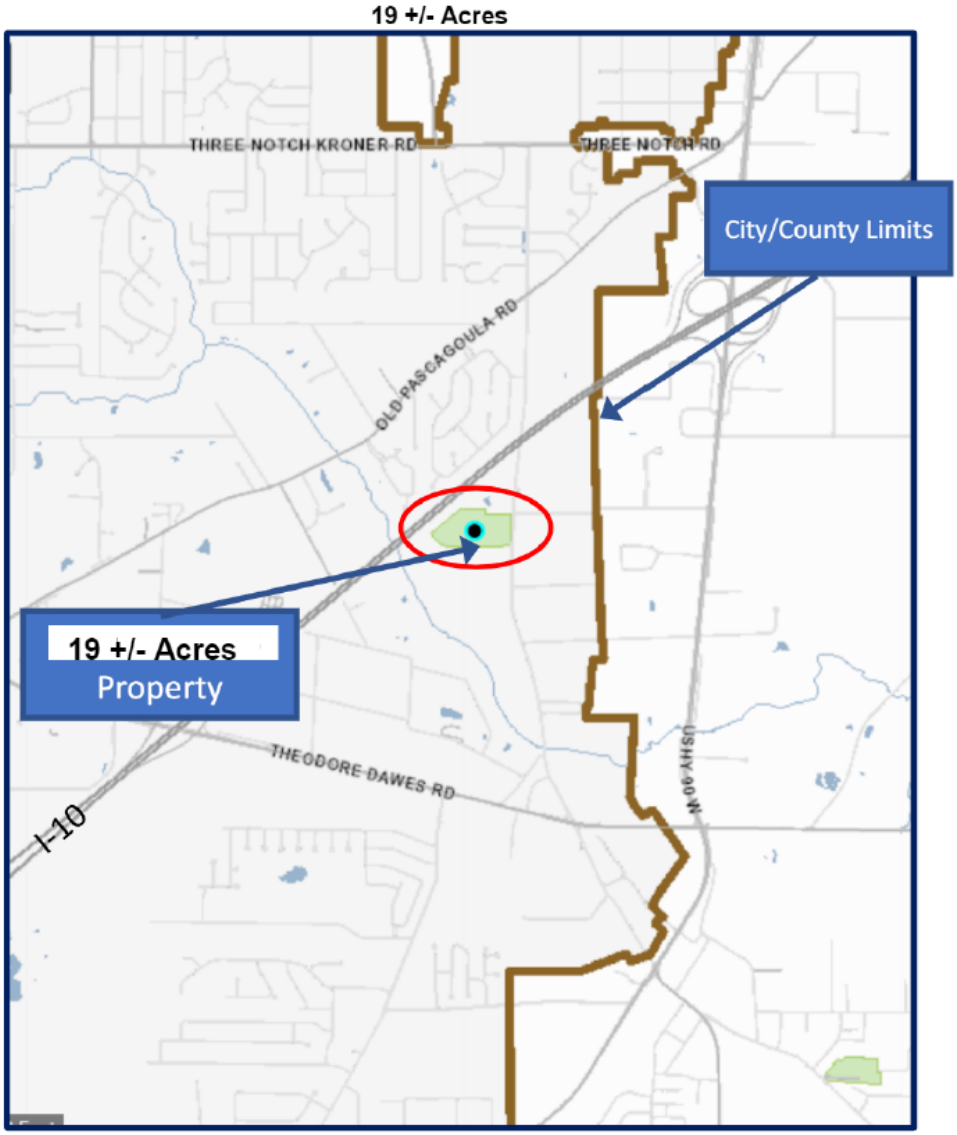
CITY OBJECTIVES

The City of Mobile intends to select a purchaser of the subject property to accomplish the following objectives:

- Return the property back to active and productive use as soon as possible;
- Return the property to the tax rolls.

SUBJECT PROPERTY – MOBILE COUNTY

LOCATION: 5850 Carol Plantation Rd., Theodore, AL 36582, Key No. 2840741.



LEGAL DESCRIPTION:

Lot 1 Boykin Park Subdivision and recorded in Real Property Book 4570 page 105 Probate Court Records Mobile County, AL

SITE INFORMATION:

The Site is located at 5850 Carol Plantation Rd., Theodore, AL 36582, Key No. 2840741, 19± acres of land / No zoning due to subject property being located in Mobile County (not located in City Limits).

PRESENT CONDITION OF THE PROPERTY:

The information below is for informational purposes only and in no way should be used, without further inspection, to construct a response to this RFB.

- The Site is being sold "as-is, where-is." No warranties or representations of any kind are being made by the City of Mobile, its agents, or assigns.
- The Site is not within a flood zone.
- All major public utilities are available to the subject property.
- It is possible that there may be hazardous materials present at the Site. Respondents will be responsible for conducting their own environmental assessment and testing. If any remediation is required it is the sole responsibility of the Respondent.

BIDS, ELIGIBILITY, AND SELECTION

BIDS

In addition to meeting the above threshold requirements, the Respondent must submit a complete response to this Request for Bids. The Response must contain the following information:

- The price the Respondent is willing to pay for the Site in its "as-is" condition.;
- Identify and describe in detail future occupancy plans for the Site.
- Respondent to provide a Proof of Funds letter or a pre-qualification letter for financing.
- Place offer in an opaque closed envelope labeled "SEALED BID".
- If bidder desires that payment of any broker fee be disbursed as a closing cost from the gross sale proceeds then the amount of the fee shall be plainly disclosed in the bid and the bid amount should be increased accordingly so that the net proceeds to the City of Mobile is not reduced.

All questions must be sent in writing by mail to Carleen Stout-Clark at the address listed under "Bid Submission" below or by email to carleen.stout@cityofmobile.org / RE: BID-5850 Carol Plantation Rd., REAL ESTATE DEPARTMENT. Questions must be received no later than three (3) business days prior to the date for receipt of Bids. All responses will be in writing in the form of an Addendum to the Request for Bids.

RESPONDENT ELIGIBLITY

Selection will be based on the highest responsible and responsive bid that best satisfies the objectives of the City for the development of this Site. Respondent must meet the following threshold requirements in order to be eligible to respond to this RFB:

- The Respondent or a related entity may not own any real property within the City of Mobile that has any unresolved citation or violation of any local codes and/or ordinances.
- The Respondent may not own any real property within the City of Mobile, Mobile County, or the State of Alabama that is tax delinquent or has been transferred to the State Land Commissioner as a result of tax delinquency.

PURCHASE AGREEMENT

Following selection, the selected Respondent will be required to enter into a Purchase Agreement with the City (sample attached as Exhibit A). Respondent will be responsible for the cost of the preparation of the deed and title Insurance. All other closing costs as well as the costs for additional surveys or inspections shall be the responsibility of the selected purchaser.

The selected Respondent will have thirty (30) days from selection to execute a Purchase Agreement with the City.

BID SUBMISSION

RESPONSES DUE: Responses must be received on or before Wednesday, February 17, 2021, at 2:00 p.m. (CST)

All Bids shall be submitted on the Bid Form, marked "SEALED BID for 5850 CAROL PLANTATION ROAD," and provided with this Request. Bids may be delivered or mailed to the following:

Physical Address:
City of Mobile
Government Plaza (Drop off 1st Floor Bid Box - at Joachim St. entrance)
City Clerk's Office 9th Floor, South Tower
RE: Sealed Bid for 5850 Carol Plantation Rd., Theodore, AL 36582
205 Government Street
Mobile, AL 36602

Mailing Address:
City of Mobile
City Clerk's Office – 9th Floor
RE: Sealed Bid for 5850 Carol Plantation Rd., Theodore, AL 36582
P.O. Box 1827
Mobile, AL 36633

If Delivered; Bidders delivering Bids in person shall enter Government Plaza at the Joachim Street doors and insert sealed Bids into a receptacle, marked "City of Mobile Bids", in the security area for pickup by the office of the City Clerk, no later than Wednesday, February 17, 2021 @ 2:00 PM local time. Masks required while in Government Plaza at all times.

Bids will NOT be accepted in the Real Estate Department

BID OPENING and SELECTION

Bids will be opened at 2:30 pm on Wednesday, February 17, 2021, in the atrium at 205 Government Plaza. Bidders attending the Bid Opening shall wear masks at all times while in Government Plaza. All responsible and responsive Bids will be forwarded to the Real Estate Committee for review and recommendation for award.

The City reserves the right to reject any or all Bids and/or may make award to the highest, most responsible, and responsive Bidder. In determining the most responsive Bid the City shall take into consideration the Respondent's bid and the following factors;

- The price the Respondent is willing to pay for the parcel;
- The proposed use;
- The proposed schedule for development; and
- Proof of funds from banking institution or pre-qualification letter from lender.

RESERVATION OF RIGHTS

The City reserves the right to:

- Amend, modify, or withdraw this RFB;
- Revise any requirements under this RFB;
- Accept any bid deemed to be in the best interests of the City and to reject any and all bids;
- Require supplemental or clarifying information from any responding party without having been deemed to have changed the terms of the RFB;
- Extend the deadline for submissions of responses; and
- Negotiate or hold discussions with any Respondent to supplement responses.

Additionally:
The City may exercise any and all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFB. Responses are prepared at the sole cost and expense of the Respondent. Responses are submitted for the benefit of the party identified on the Response Form and are non-assignable.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFB, unless confirmed in writing by the City and distributed to all responders.

All information submitted in response to this RFB shall become the property of the City, and as such, may be subject to public review as public records. Any responder who submits records of sensitive internal business affairs, proprietary information, or information that could potentially be used by competitors to achieve an unfair business advantage must identify the information as confidential at the time it is submitted to the City. The City will not release appropriately designated confidential information. If the City finds that the information is not confidential for purposes of the Alabama Open Records Act, it will consult with the responder before releasing it to the public.

Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the Respondent as a result of, or arising out of, responding to this RFB.

This request for bid uses the gender-neutral words "it" and "its" in place of "he" and "she" and "his" and "her, etc., merely for the sake of brevity or to include the possibility that a consulting firm might submit a bid.

DISCLAIMERS

The Property is being sold "as-is, where-is."

RESPONSE FORM

RESPONDENT hereby bids the lump sum of _____ _____and 00/100 Dollars ($_____.00) for the purchase of the City-owned property described in the Request for Bids, 5850 Carol Plantation Rd., Theodore, AL 36582. The lump sum entered above does not include closing costs and other costs of the sale.

Estimated Broker's or Finder's Fee, if applicable, is $ _____and is included in the aforementioned lump sum.

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Response Form for the Respondent. I further certify that I have read and understand all the response specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

_____

BIDDER NAME AUTHORIZED SIGNATURE

_____

BIDDER MAILING ADDRESS PRINT AUTHORIZED NAME

_____

CITY STATE ZIP CODE TITLE

_____

AREA CODE/TELEPHONE NUMBER

_____

EMAIL ADDRESS

"EXHIBIT A"
SAMPLE PURCHASE AND SALE AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____, 2021 by and between City of Mobile, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer";

RECITALS:

WHEREAS, Buyer submitted offer through closed bid process on _____, 2021;

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

W I T N E S S E T H:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Buyer promises to purchase, subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in Mobile County, Alabama, an approximately _____ square foot lot with a _____ square foot building commonly known as _____, Mobile, AL 366___ and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. **PURCHASE PRICE**

The total Purchase Price for the property at _____ in Mobile shall be _____AND NO/100 ($_____,000.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of _____ and NO/100 ($____.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit FIVE THOUSAND AND NO/100 ($5,000.00) DOLLARS (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith, said funds to be deposited in escrow with _____ ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Seller. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Seller regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at _____. located at _____ on or before thirty (30) days after all terms and conditions herein have been satisfied and complied with and after all paper work has been delivered, reviewed, and accepted by the parties ("Closing Date")**. Seller shall provide the Warranty Deed. Buyer shall pay to record the deed**. In the event Buyer does not close on the property, Buyer shall make available to Seller any additional engineering performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any.

5. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Warranty Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

(a) Current ad valorem taxes not yet due and payable at the time of closing.

(b) Standard exceptions of title insurance commitments issued within the State of Alabama.

6. COMMITMENT FOR TITLE INSURANCE

Within ten (10) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from _____ in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 5 above.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer satisfying himself to the following:

I. <u>Due Diligence</u>

Buyer shall have thirty (30) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Seller in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Seller on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

II. <u>Property Inspection</u>

Seller shall grant Buyer or Buyer's agent the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer agrees to defend, indemnify and hold harmless the Seller from any claims and liabilities arising out of Buyer's actions. Buyer shall not commit any waste of said property and

shall be responsible for restoring the property to its original condition.

Within three (3) days of this executed contract, Seller will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

8. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

9. DISCLAIMER

Neither Buyer nor Seller has relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

10. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

11. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

12. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Seller:	To the Buyer:
City of Mobile 205 Government St., South Tower Real Estate Dept., 4th Floor Mobile, AL 36602	

13. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

14. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Seller without proration.

15. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

16. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

17. TIME

Time is of the essence with this Agreement.

18. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

19. INDEMNIFICATION

Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

20. NON-DISCRIMINATION.

Purchaser shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

21. IMMIGRATION.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER:
CITY OF MOBILE

BY_____ Date___/___/___
William S. Stimpson
ITS Mayor_____

ATTEST:_____
City Clerk

BUYER: _____

BY _____date___/___/___

As Its _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that _____, whose name as signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

EXHIBIT "A"
Real Property Address:
Legal Description:

EXHIBIT "B-1"
Site Plan

EXHIBIT "B-2"
Plan(s) of Building