REQUEST FOR PROPOSAL

PROPERTY SALE – INDOOR SOCCER COMPLEX

CITY OF JOHNSON CITY
DEPARTMENT OF PARKS & RECREATION

RFP# 5660

Proposal due:
NOVEMBER 20, 2012 by 2:30 PM EST

City of Johnson City
Purchasing Department
209 Water Street (37601)
P. O. Box 2150 (37605)
Johnson City, TN

REQUEST FOR PROPOSAL
PROPERTY SALE - INDOOR SOCCER COMPLEX
RFP# 5660

OVERVIEW

The City of Johnson City, Tennessee, is seeking proposals for the sale of The Indoor Soccer Complex located at 114 Golf Course Road, Unicoi, TN.

The property shall be conveyed " AS IS "as determined by and at the discretion of the Johnson City Board of Commissioners . The City makes no warranties of any kind as to the fitness or suitability of the premises, or as to environmental matters or environmental conditions on the property or in the building. Any environmental radiation, if required , and any and all matters pertaining to environmental conditions on the property or within the building shall be the responsibility of any subsequent property owner. The new property owner shall hold harmless and release the City from all liability regarding or arising out of environmental conditions that may be found to exist or subsequently exist on the subject property.

Offers shall be inclusive for the real estate and building and other fixed assets, furnishings or fixtures that remain on the property at the time of sale unless excluded in writing otherwise.

All proposals must include the following (see proposal form): (1) Financial offer with 10 % deposit (CERTIFIED CHECK) ; (2) a description of the intended use of the subject property; (3) a preliminary schematic or conceptual site (floor) plan disclosing the use and development of the subject property; (4) qualifiers or conditions to the proposal, such as zoning changes, variances or other conditions .

It is in the sole discretion of the Johnson City Board of Commissioners to determine which proposal is in the City's best interests, regardless of financial offers or other statements.

PROPERTY LOCATION

The subject property, although owned by the City of Johnson City, is entirely situated within the Town of Unicoi, Unicoi County, Tennessee with a physical address of 114 Golf Course Road, Unicoi, TN 37692.It is adjacent to the city-owned Buffalo Valley Golf Course. The property is situated approximately five miles from the Johnson City limits (pop. 63,815) adjacent to Interstate 26 via the Erwin Highway. It is 61 miles from Asheville, North Carolina, 106 miles from Knoxville, Tennessee, and 47 miles from Bristol, Virginia.

PROPERTY DESCRIPTION

The subject property was purchased in July 1993 by the City of Johnson City. Situated on 2.68 acres, the property contains a paved parking lot and a 20,358 +/- square foot metal frame building built in 1973 most recently utilized as an indoor soccer complex.

- Zoning : A-1 Agricultural;
- Utilities: water/sewer, electric, and natural gas service;
- Construction Features:
  1. Foundation- spread footing
  2. Construction- metal frame
  3. Exterior walls- corrugated metal
  4. Roof-corrugated metal
  5. Doors: plate glass/metal exterior
  6. Windows- none
  7. Interior finish:
     - Floors: concrete/ceramic tile
     - Walls: corrugated metal/ drywall/ paneling
     - Ceilings: exposed corrugated metal
     - HVAC: suspended heat units and industrial ventilation fans
     - Plumbing : 10 +/- fixtures

LEGAL DESCRIPTION

State of Tennessee, County of Unicoi
Recorded in Official Records- Book 171, Pages 384-387

PROPERTY APPRAISAL

In 2012 the City retained the John A. Bullington Company to conduct an appraisal of the market value of the referenced subject property. As of June 20, 2012 the market value of the subject property including land and improvements is valued at $ 285,000.00.

SPECIFIC CONDITIONS OR RESTRICTIONS

The property is subject to any applicable zoning, building codes, and ordinances that may be applicable within the Town of Unicoi and Unicoi County, Tennessee.

PROCESS FOR SUBMITTAL OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly identified in the upper left hand corner with the proposer's complete name and address and in the lower left hand corner with: RFP # 5660 – INDOOR SOCCER COMPLEX PROPERTY SALE. Proposals shall be submitted to the Director of Purchasing, 209 Water Street (37601). P. O. Box 2150, Johnson City, TN (37605) on or before 2:30 p.m., Tuesday, November 20, 2012. A list of respondents will be available after the deadline. Late submittals will not be considered. Telephone or facsimile offers will not be accepted.

The proposal must be signed by an authorized agent in order to be considered valid. Unsigned proposals will not be considered.

Bidders are encouraged to inspect the Property prior to submitting. Contact Charlie Stahl at 423/434-6003 to set-up an inspection appointment.

ACCEPTANCE OF PROPOSAL

Proposals will be valid for a minimum period of sixty (60) days from date of receipt.

The contents of any proposal shall become a contractual obligation upon the execution of a contract by authorized representatives of both the City and Proposer. Failure of the successful Proposer to accept these obligations may result in cancellation of the contract.

The City reserves the right to reject any and all proposals and waive informalities. The City may negotiate separately with any source in any manner necessary to arrive at a contract agreement that meets the best interests of the City.

The Board of Commissioners has the sole discretion to determine which proposal meets the best interests of the City. The City may elect to negotiate with any Proposer to arrive at a contract which is in the best interest of the City.

Staff Contact: Supplemental questions concerning this RFP may be directed to Assistant City Manager Charles J. Stahl, IV at 423-434-6003 or cjstahl@johnsoncitytn.org

PROPOSAL FORM
PROPERTY SALE – INDOOR SOCCER COMPLEX
CITY OF JOHNSON CITY, TENNESSEE
RFP #5660

1) FINANCIAL OFFER: $_____
ALL PROPOSALS MUST INCLUDE WITH FINANCIAL OFFER **A 10 % DEPOSIT TO THE CITY OF JOHNSON CITY – (CASHIER'S CHECK)**

2) DESCRIPTION OF INTENDED USE AND DEVELOPMENT OF PROPERTY:

_____

_____

3) PRELIMINARY SCHEMATIC OR CONCEPTUAL SITE (FLOOR) PLAN OF PROPOSED PROPERTY USE AND DEVELOPMENT ENCLOSED WITH PROPOSAL ?
YES_____ NO_____

4) STATE QUALIFIERS OR CONDITIONS OF PROPOSAL (IF ANY):
_____

THE PROPOSER CERTIFIES HEREINTHAT THIS PROPOSAL TO THE CITY OF JOHNSON CITY, TENNESSEE HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER PERSON OR AGENT.THE PROPOSER ALSO CERTIFIES THAT THE PRICES, TERMS, AND CONDITIONS OF THIS PROPOSAL HAVE BEEN ARRIVED AT INDEPENDENTLY AND HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED TO ANY OTHER PROPRIETOR OR AGENT OF SIMILAR SERVICES AND WILL NOT BE COMMUNICATED PRIOR TO THE OFFICIAL DEADLINE OF THIS PROPOSAL. THE PROPOSER FURTHER CERTIFIES THAT NO OFFICAL OR EMPLOYEE OF THE CITY OF JOHNSON CITY HAS BEEN INVOLVED IN THE DEVELOPMENT OF THIS PROPOSAL OR PROMISED ANY PERSONAL, FINANCIAL, OR OTHER INTEREST, EITHER DIRECTLY OR INDIRECTLY, TO INFLUENCE CONSIDERATION OF THIS PROPOSAL.

Company/Agent: _____
By: _____
Title: _____
Address: _____
_____
Telephone/fax: _____
Email: _____

Date: _____

PROPOSAL MUST BE SIGNED TO BE CONSIDERED VALID

CITY OF JOHNSON CITY, TENNESSEE

BID/PROPOSAL
GENERAL TERMS AND CONDITIONS
(Read Carefully)

1. PREPARATION OF BIDS/RFP'S
Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: ***https://purchasing.johnsoncitytn.org/bso***. **Paper bids shall be sealed in an envelope.** No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

2. SIGNATURE ON BIDS
When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

3. PRICING
All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

4. BID/RFP OPENINGS
Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

5. EXAMINATION OF BIDS/RFP'S
Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

6. COOPERATIVE PURCHASING:
Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

7. BID TABULATIONS/RFP RESPONSES
Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: http://www.johnsoncitytn.org then select Purchasing Department, Current Bid/Notices.

8. MULTIPLE ITEM BIDS
The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

9. BID/RFP EVALUATION
Bids/RFP's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

10. ACCEPTANCE, REJECTION AND POSTPONEMENT
Issuance of a bid/rfp does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's, to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

11. AWARD
An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

12. AWARD PERIOD
The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

13. FOB POINT
All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

14. DISCOUNT AND PAYMENT
Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

15. TAXES
The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

16. TERM OF CONTRACT
Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

17. ORAL INSTRUCTIONS
No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

18. DELIVERY
Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

19. SAFETY STANDARDS
All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

20. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

21. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

22. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

23. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

24. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

25. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

26. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

27. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to public works contracts.

28. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

29. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

30. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

31. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- Failure to respond to three consecutive solicitations
- Failure to meet delivery requirements
- Failure to furnish items as a result of a solicitation
- Failure to provide service or material as a result of the award
- Offers of gratuities or favors to any City employee

32. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009

STATEMENT OF BID/RFP DECLINE
City of Johnson City, Tennessee

NOTE: **If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.**

We value your feedback and ask that you complete the following:

Bid/RFP No. **# _____**
Bid/RFP Name **_____**

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

_____ **Insufficient time to adequately prepare a response**

_____ **Our company does not offer this product or service. Remove us from the vendor list**

_____ **Our schedule will not permit us to perform in a timely manner**

_____ **We are unable to meet bond requirements**

_____ **We are unable to meet insurance requirements**

_____ **We are unable to offer comparable product or service**

_____ **We are unable to meet specifications (explain below)**

_____
_____
_____
_____

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
_____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____