



City of Tacoma, WA

PUBLIC WORKS DEPARTMENT

REQUEST FOR BIDS

SURPLUS REAL PROPERTY - 7704 6TH AVENUE

SPECIFICATION NO.: PW14-0686N

REAL PROPERTY SERVICES

RETURN BIDS TO:

**CITY OF TACOMA
BID PROPOSAL FORM**

BID NO.: PW14-0686N

PURCHASING DIVISION
Tacoma Public Utilities Building North
3628 South 35th St.
Tacoma, WA 98409

BUYER: Chuck Blankenship

FAX: 253-502-8372

SURPLUS PROPERTY SALE

BIDS will be received until: **11:00 a.m., Wednesday, August 26, 2015**

7704 6th Avenue
LOCATION OF SURPLUS PROPERTY: Tacoma, WA

DESCRIPTION	PURCHASE PRICE
REAL PROPERTY FOR SALE: 7704 6 th Avenue, Tacoma, Washington PARCEL NUMBER: 623500-0040 0.63 acre or 27,500 square feet *Landlocked Parcel*	\$ _____ *Excluding all applicable taxes and fees.

*** SOLD AS IS - WHERE IS ***
***The Sale Will Be Subject To Public Utility Board
And City Council Approval.***

The Undersigned hereby agrees to purchase any or all items described above in accordance with all instructions, terms and conditions of this "Bid Submittal Form", and the "Specification Terms and Conditions":

Proposer: _____ Phone: _____

Address: _____ City/State/Zip: _____

Printed Name/Title _____ Fax: _____

Signed: _____ Date: _____

Email: _____

ADDENDUM ACKNOWLEDGEMENT: #1 _____ #2 _____ #3 _____

Bid Submittal Checklist

Your bid must be received in the Purchasing Division by 11:00 a.m., Wednesday, August 26, 2015. Faxed bid submittals are acceptable. The following items make up your bid submittal package:

1. Completed & Signed Bid Proposal Form
2. Any additional information required in specification

Failure to comply may result in your bid being declared non-responsive and rejected.

Documents required after award:

Payment
Quitclaim Deed
Hold Harmless Form

CITY OF TACOMA

GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY

Submittal Information

Bids must be delivered to the office designated on the Bid Proposal Page, on or before the time mentioned thereon. Any bid received after the established opening time will not be considered, and will be returned to the bidder. Faxed bid submittals are acceptable.

~~When specified by the City, bids must be accompanied by a Certified or Cashier's check as a bid and performance guarantee (good faith deposit) in an amount not less than five percent (5%) of the amount of the bid, made payable to "Treasurer, City of Tacoma." Cash will not be accepted. Deposit checks will be returned to unsuccessful bidders after award of the bid to the successful bidder. The deposit of successful bidder shall be applied to the purchase price. If the successful bidder fails to consummate the purchase, such deposit shall be forfeited as liquidated damages to the City of Tacoma.~~

Bids must be valid for a minimum of 30 days after the opening date.

Bidders may inspect the items offered for sale at the location indicated on the attached form.

The City reserves the right to reject any or all bids received, to award any or all of the various items to separate bidders, to waive any informalities in the bids, and to award as best serves the interest of the City.

Disclaimer of Warranty

All items are sold AS-IS and WHERE-IS, with all faults. The Seller makes no warranty, express or implied with respect to the condition of the goods. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Quantities/Payment

Unless otherwise indicated, quantities and/or weights are estimates only. Buyer shall not be entitled to any price adjustment in the event of variance in the estimated quantity. The total sale amount will be based on the unit prices quoted and the total quantity or weight as determined by scale weight at the time material is picked up.

Within one week from date of notification of award, the successful bidder must make payment in full for all items awarded. Payment for metals or other items that must be weighed shall be based on the estimated quantities as shown in the bid call, with final payment adjustment to be made based on actual weights picked up as ascertained by the scale tickets. All payments are to be by Certified or Cashier's check, made payable to "**Treasurer, City of Tacoma.**"

Any material, equipment or other items bid upon must be removed by the successful bidder within thirty calendar days from date of notification of award, unless stated otherwise under special instructions. Material bid on may be added to by like material through normal course of operation of the City of Tacoma between the time of the bid opening and the time the salvage is picked up. However, all material in any designated bin or location must be removed during the normal course of pick-up by the successful bidder.

The successful bidder will be required to pay Washington State sales tax, unless he/she is a qualified dealer, in which case he/she must furnish his/her resale number, as indicated on the bid form.

Hazardous/Toxic Substances

The Buyer shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances, including but not limited to the following: The Toxic Substance Control Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Hazardous Waste Management Act; the Occupational Safety and Health Act; and the Washington Industrial Safety and Health Act.

Indemnification - Hold Harmless

Purchaser acknowledges that pursuant to the terms of this agreement, Purchaser is totally responsible for the safety of all persons and property in the performance of this contract. Purchaser assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Purchaser's or subcontractor's employees) or damage to property involving Purchaser, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the contract except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser recognizes that Purchaser is waiving immunity under Industrial Insurance Law, Title 51 RCW. This

SPECIFICATION TERMS AND CONDITIONS

Request for Bids
Surplus Real Property Sale
Specification: PW14-0686N

GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS REAL PROPERTY

Bid Submittal Information

Bids must be delivered to the office designated on the Bid Submittal Form, on or before the time mentioned thereon. Any bid received after the established opening time will not be considered. Faxed bid submittals are acceptable.

Bidders may inspect the property offered for sale at the location indicated on the attached form.

The City reserves the right to reject any or all bids received for cause or for convenience, to waive any informalities in the bids, and to award as best serves the interest of the City. Bidder acknowledges award of bid is subject to Public Utility Board and City Council approval.

Disclaimer of Warranty

All items are sold AS-IS and WHERE-IS, with all faults. The City makes no warranty, express or implied with respect to the condition of the property. CITY SPECIFICALLY DISCLAIMS ANY AND ALL APPLICABLE IMPLIED WARRANTIES AND WARRANTY FOR HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Indemnification - Hold Harmless

Purchaser acknowledges that pursuant to the terms of this agreement, Purchaser is totally responsible for the safety of all persons and property in the performance of this contract. Purchaser assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Purchaser's or subcontractor's employees) or damage to property involving Purchaser, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the contract except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser recognizes that Purchaser is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma.

The City of Tacoma (City), Public Works Department, Real Property Services is soliciting bids for the sale of the real property located at the address listed below.

1. PROPERTY INFORMATION

ADDRESS:	7704 6 th Avenue, Tacoma, Washington
PARCEL NUMBER:	623500-0040
ZONING:	R1-View Sensitive
LOT SIZE:	Approximately 27,500 square feet or 0.63 acre
APPRAISED VALUE:	\$35,000 as of November, 2014, assumption that potential buyer owns or controls an adjacent parcel.
IMPROVEMENTS:	None

This property is currently under consideration by the Tacoma Planning Commission. More information can be found here: <http://www.cityoftacoma.org/cms/one.aspx?portalid=169&pageid=58952> . Item number 2015-11.

A 2014 appraisal based on comparable sales has determined the value to be \$35,000. This valuation was based on the assumption that the potential buyer owned or controlled adjacent property in order to address the access issue described in Section 3 (H) herein.

Real Property Services is seeking bids from persons or parties interested in purchasing this parcel of land. This property has no legal access. All questions regarding this sale should be directed to the following:

Questions and request for clarifications of the specifications may be submitted in writing by **3:00 p.m., Pacific Time, August 12, 2015**, to Chuck Blankenship, Purchasing Division, via email to charles.blankenship@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about **August 17, 2015**. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

2. SELECTION PROCESS

The City will review the bids submitted. Evaluation criteria will include bid price for the property, conditions of sales, and other criteria determined by Real Property Services.

Interviews or oral presentations are not necessarily a required part of this request. However, it is anticipated that discussions may be required prior to final selection.

The City has the option to: 1) reject any or all bids; or 2) request that the bidders present further information in order to complete evaluations.

3. GENERAL SALES TERMS

A. BID PROPOSAL FORM

The Bid Proposal Form must be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the proposal. The proposal must clearly identify the name and address of the bidder and must be signed.

B. CASH PURCHASE

The sale price shall be due and payable within ten (10) business days by 5:00 p.m. after the date of City Council approval, or at closing. Time extensions may be granted on a case-by-case basis by the City.

C. CLOSING

The sale shall close within ten (10) business days by 5:00 p.m. after the date of City Council approval. However, the City may elect to extend the closing date, in the City's sole discretion, for the convenience of the parties, Purchaser's failure to adequately provide the requisite documentation and compensation to execute closing on the closing date shall constitute a default pursuant to Section G stated herein. The Purchaser will be entitled to possession of the property upon recordation of the Quitclaim Deed.

D. CLOSING COST

The Purchaser is required by law, RCW 65.08.095, to pay recording fees. Taxes, liens, water utility, utility payments, and other assessments, if any, will be prorated to the date of closing, and assumed by the Purchaser.

E. CONVEYANCE AND TITLE INSURANCE

Upon receipt of the sale price, title will be conveyed by **QUITCLAIM DEED**. The City will not provide title insurance. If the Purchaser wishes to use an escrow service, this cost shall be at the Purchasers' sole expense.

F. SALE PROCEDURE

The Purchasing Office will receive bids at the scheduled bid opening time. Bids will be presented to Real Property Services for review and award recommendation.

The City may, at its election, waive any minor informality or irregularities in bids received or reject all bids or portions thereof.

G. DEFAULT

Should the apparent successful bidder default or fail to qualify, another bid solicitation may be scheduled or, at the City's option, the property will be offered to the next highest qualified bidder..

H. PROPERTY CONDITION

The property is being offered "as is" and "where is" without representation, warranty or guarantee as to quality, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered once bids have been awarded. **This property has no legal access.**

I. DISCLOSURE STATEMENT

IF APPLICABLE, THE CITY SHALL PROVIDE THE DISCLOSURE STATEMENT PROVIDED IN RCW 64.06.015, AS HEREAFTER AMENDED, WITHIN THE TIME FRAME REQUIRED BY RCW 64.06.030, AS HEREAFTER AMENDED.

J. CONDITIONS OF SALE

THE CITY MAKES NO REPRESENTATION OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF THE PARCEL INFORMATION PROVIDED AS WELL AS ANY OTHER PARCEL INFORMATION PROVIDED BY THE CITY. THE CITY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, SUITABILITY FOR ANY USE. Interested parties are instructed to contact the local jurisdiction for specific requirements regarding use(s) allowed. All sales are subject to existing easements, reservations, restrictions, zoning ordinances, building and use restrictions, matters that would be disclosed by an accurate survey, and such other encumbrances as may be disclosed by an examination of the public records and/or an inspection of the premises; rental or lease agreements as may exist; also, special conditions contained herein as may be named in other materials distributed by the City. The City reserves the right to cancel any or all sales and reject any or all proposals. All sales are subject to approval by the City Council.

4. PROPERTY DESCRIPTION

See Attachments I and II.

5. SUBMITTALS

Two (2) complete copies of the proposal shall be submitted.

Tacoma Public Utilities Administration Building North
Purchasing Office
3628 South 35th Street
Tacoma WA 98409

Proposals must be received and time stamped at the above location no later than **11:00 A.M. Wednesday, August 26, 2015**, to be considered responsive. Fax submittals are acceptable.

ATTACHMENT I
LEGAL DESCRIPTION

Block D, Narrowmoor First Addition to Tacoma, Washington, less that part of Block D lying within 150 feet of the Southerly line of 6th Avenue extended.

Together with all right, title and interest in and to any rights, licenses, privileges, reversion, and easement pertinent to the real property.

Situated in the County of Pierce, State of Washington.

ATTACHMENT II

7704 6th Avenue, Tacoma Washington





CITY OF TACOMA

**SURPLUS PROPERTY DISPOSAL/BID NO.: PW14-0686N
FROM (DEPT): Public Works Department
TO (PURCHASER/RECIPIENT):**

Indemnification--Hold Harmless

Purchaser/Recipient acknowledges that pursuant to the terms of this agreement, Purchaser/Recipient assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Purchaser/Recipient's or subcontractor's employees) or damage to property involving Purchaser/Recipient, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the receipt of the surplus property that is the subject of this agreement except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser/Recipient recognizes that Purchaser/Recipient is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification thereunder in favor of the City of Tacoma.

ITEM: Surplus Real Property – 7704 6th Avenue

PURCHASER/RECIPIENT: _____

ADDRESS: _____

CITY & STATE: _____ **ZIP CODE** _____

PHONE: _____

NAME: _____ **DATE:** _____

SIGNATURE: _____

All items are sold/donated/salvaged AS-IS and WHERE-IS, with all faults. Freight costs and arrangements are the responsibility of the Purchaser/Recipient. The City of Tacoma makes no warranty, express or implied, with respect to the condition of the goods. The City of Tacoma specifically **DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**