



City of Tacoma, WA

PUBLIC WORKS DEPARTMENT

REQUEST FOR BIDS

SURPLUS REAL PROPERTY – 8002 GOLDEN GIVEN ROAD EAST

SPECIFICATION NO.: PW15-0666F

REAL PROPERTY SERVICES



City of Tacoma
Public Works Department – Real Property Services

REQUEST FOR BIDS

PW15-0666F

Surplus Real Property – 8002 Golden Given Road East

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 19, 2016

Submittal Delivery: Sealed submittals will be received and time stamped at this location only:

Procurement and Payables Division
Tacoma Public Utilities, Main Floor
3628 South 35th Street, Tacoma, WA 98409-3115

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building. Submittals in response to an RFP or RFQ are recorded as received but are not typically opened and read aloud. After 1:00 p.m. the day of bid opening, the names of bidders submitting proposals are posted to the website for public viewing.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at: www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: Real Property Services is seeking bids for the sale of this surplus real property.

Minimum Bid Amount: \$260,000.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Chuck Blankenship, senior buyer, by email to charles.blankenship@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

CITY OF TACOMA
GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY

Submittal Information

Sealed bids must be delivered to the office designated on the attached form, 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 unopened.

When specified by the City, bids must be accompanied by a Certified / Cashier's check or bid bond 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 one week 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 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.

RETURN SEALED BIDS TO:

**CITY OF TACOMA
BID PROPOSAL FORM**

BID NO.: PW15-0666F
BUYER: Chuck Blankenship

Procurement and Payables Division
Tacoma Public Utilities, Main Floor
3628 South 35th St.
Tacoma, WA 98409-3115

SURPLUS REAL PROPERTY SALE

SEALED BIDS will be received until: **11:00 a.m., Tuesday, April 19, 2016**

LOCATION OF SURPLUS PROPERTY: 8002 Golden Given Road East, unincorporated Pierce County, WA

DESCRIPTION	PURCHASE PRICE
REAL PROPERTY FOR SALE: Address: 8002 Golden Given Road East, unincorporated Pierce County PIERCE COUNTY ASSESSOR TAX PARCEL NUMBER: 9690000301 Approximately 94,020 Square Feet (2.16 Acres)	\$ _____ * Excluding all applicable taxes and fees.

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

Each bid must be accompanied by a cashier's check or bid bond as a bid and performance guarantee in an amount not less than five percent (5%) of the amount of the Proposal, made payable to "Treasurer, City of Tacoma."

Check /
Bond No.: _____ Date: _____ Amount: \$ _____

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., Tuesday, April 19, 2016. The following items must be included in a complete bid submittal package:

1. Completed & Signed Bid Proposal Form
2. Bid Deposit
3. 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

SPECIFICATION TERMS AND CONDITIONS

Request for Bid
Surplus Real Property Sale
Specification: PW15-0666F

GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS REAL PROPERTY

Bid Submittal Information

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

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

Each bid must be accompanied by a Cashier's check or bid bond as a bid and performance guarantee in an amount not less than five percent (5%) of the amount of the Proposal, made payable to "Treasurer, City of Tacoma".

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

Property is 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:	8002 Golden Given Road East, unincorporated Pierce County
PARCEL NUMBER:	9690000301
ZONING:	Single Family
LOT SIZE:	Approximately 94,020 Square Feet (2.16 Acres)
APPRAISED VALUE:	\$260,000 as of October 29, 2014
IMPROVEMENTS:	None

Real Property Services is seeking bids from persons or parties interested in purchasing this parcel of land.

Questions and requests for clarifications of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, **Tuesday, March 29, 2016**, to Chuck Blankenship, Senior Buyer, Procurement and Payables 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 **Tuesday, April 5, 2016**. 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

A Minimum Bid amount of \$260,000 has been established for this property. No offer below \$260,000 will be considered.

The City will review the proposals submitted. Evaluation criteria will include bid price for the property, conditions of sale, 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 SALE TERMS

A. BID PROPOSAL FORM

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

B. BID DEPOSIT

All proposals to be considered must be accompanied by a surety deposit. All deposits must be in the form of a Cashier's check or bid bond.

Bidders are encouraged to note the parcel I.D. number and their name on the deposit check. The deposit must be at least five percent (5%) of the amount proposed. Should the apparent successful bidder or purchaser fail to complete the sale according to the terms stated herein, the deposit will be retained by the City as liquidated damages. The deposits of unsuccessful bidders shall be returned upon acceptance of bid award by City Council and/or Public Utility Board. These deposits shall not accrue any interest.

C. 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.

D. 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 H stated herein and shall result in a forfeiture of Purchaser's bid deposit identified in Section B above. The Purchaser will be entitled to possession of the property upon recordation of the Quitclaim Deed.

E. CLOSING COSTS

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

F. 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 Purchaser's sole expense.

G. SALE PROCEDURE

The Procurement and Payables Division 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.

H. 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. Should the apparent successful bidder fail to complete the sale according to the terms stated herein, the bid deposit will be retained by the City as liquidated damages.

I. 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.

J. DISCLOSURE STATEMENT

PURSUANT TO RCW 64.06.010, AS HEREAFTER AMENDED, THE BUYER HEREBY EXPRESSLY WAIVES THE RIGHT TO RECEIPT OF THE SELLER DISCLOSURE STATEMENT AS PROVIDED IN RCW 64.06.015, AS HEREAFTER AMENDED, WITHIN THE TIME FRAME REQUIRED BY RCW 64.06.030, AS HEREAFTER AMENDED.

K. 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 a 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 your bid shall be submitted to the following address:

Tacoma Public Utilities Administration Building North,
Procurement and Payables Division
3628 South 35th Street
Tacoma WA 98409-3115

Proposals must be received and time stamped at the above location no later than **11:00 A.M. Tuesday, April 19, 2016**, to be considered responsive.

ATTACHMENT I

LEGAL DESCRIPTION

Tract 9, Wilson's Subdivision, of the west half of the northwest quarter of Section 34, Township 20 North, Range 3 East, W.M., as per map thereof recorded in Book 5 of Plats at Page 83, records of Pierce County Auditor;

EXCEPT the east 262 feet thereof;

ALSO EXCEPT the north 30 feet for 80th Street;

SUBJECT TO easement recorded in Volume 523 of Deeds, Page 387, and encroachment of post and barbed wire fence into railroad right-of-way;

Situate in the County of Pierce, State of Washington.

ATTACHMENT II

8002 Golden Given Road East
Parcel # 9690000301





CITY OF TACOMA

**SURPLUS PROPERTY DISPOSAL/BID NO.: PW15-0666F
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 – 8002 Golden Given Road East _____ \$ _____

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.**

Herewith find deposit in the form of a cashier's check in the amount of \$ _____ which amount is not less than 5-percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____
