



PURCHASING DEPARTMENT

TO: All Qualified Vendors

FROM: Camille Thomas, Purchasing Director *C. Thomas*

DATE: June 11, 2020

SUBJECT: Land Acquisition – Clarksville Parks & Recreation

This request for proposals is submitted to qualified individuals for land acquisition for the Clarksville Parks & Recreation Department.

Proposals must be submitted no later than 2:30 p.m. on July 9, 2020 and should be submitted in the enclosed envelope and addressed to:

City of Clarksville
Purchasing Office
1 Public Square, Suite 301
Clarksville, TN 37040

NO PROPOSALS WILL BE ACCEPTED AFTER JULY 9, 2020 AT 2:30 P.M.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Vendors are to submit proposals in duplicate. If you have any questions regarding this proposal, please contact myself at camille.thomas@cityofclarksville.com.

The City of Clarksville is an equal opportunity provider and employer

**REQUEST FOR PROPOSALS
FOR
LAND ACQUISITION – CLARKSVILLE PARKS AND RECREATION**

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1. INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to define the City of Clarksville Parks and Recreation's preferred minimum requirements, solicit proposals, and gain adequate information by which the City of Clarksville Parks and Recreation may evaluate the land offered by Proposers/Seller/Donator(s).

Whereas the City of Clarksville Parks and Recreation, being a local government entity, has identified certain need for land acquisition for a new regional recreation center to be located in the area of the City of Clarksville, the City of Clarksville Parks and Recreation, hereinafter referred to as the City, intends to secure a contract for land purchase with a prospective Proposer/Seller/Donator.

The City expects in the coming months to review proposals for sale of land, obtain the services of design professionals to analyze cost associated with development of land, narrow the selection to three to four sites, and negotiate with the prospective Proposer/Seller/Donator(s) for acquisition of land.

The City shall be the sole determining authority regarding the "usability" of the proposed parcel(s) of land for design and construction of a regional recreation center with all associated amenities such as parking lot, walking trail, etc. The term "usability" shall include but not be limited to considerations such as size and shape of land, topographic features, flood plain, streams, adequate roadways, geotechnical data, and accessibility to existing utilities, neighborhoods, etc.

1.2 Minimum Land Requirements

Minimum Acreage: 10 acres

Minimum Parcel Shape: Equal depth and width

Minimum Electrical Requirements: Availability to three (3) phase power

Minimum Natural Gas Requirements: Availability to high pressure natural gas line

Minimum Sewer Requirements: Availability to existing sewer lines

Minimum Water Requirements: Availability to existing water lines

Minimum Access: Existing road system capable of supporting school bus and heavy delivery truck traffic

Proposers shall demonstrate that all minimum requirements are met using any documentation available to satisfy the requirements. Documentation can include tax records, GIS mapping, topo surveys, or any other documentation that will address the minimum land requirements. Failure to provide this documentation shall result in your proposal being rejected. **ABSOLUTELY NO EXCEPTIONS.**

1.2 Proposal Deadline

Proposals shall be submitted no later than 2:30 p.m. CST on July 9, 2020. No proposals will be accepted after this date and time. Proposers shall respond to the written RFP and any exhibits, attachments or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of submittal chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the City. Late proposals will neither be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered orally, by facsimile transmission or by other telecommunication or electronic means.

2. GENERAL REQUIREMENTS AND INFORMATION

2.1 RFP Coordinator

The main point of contact for this RFP shall be:

Camille Thomas
City of Clarksville
Purchasing Director
camille.thomas@cityofclarksville.com

Proposers should carefully review this RFP and all attachments, for comments, questions, defects, objections or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the Point of Contact no later than June 29, 2020. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which a contract award could not be made.

Land Acquisition – Clarksville Parks and Recreation

2..2 All proposals must be submitted to the Purchasing Department at:

Camille Thomas
Purchasing Director
City of Clarksville
1 Public Square, Suite 301
Clarksville, TN 37040

Deadline: 2:30 p.m. CST on July 9, 2020

2.3 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be nonresponsive and the proposal may be rejected.

2.4 Independent Price Determination

2.4.1 The City reserves the right to obtain an independent appraisal of the proposed land and the Proposer shall allow access to the proposed land for this purpose.

2.5 Conflict of Interest and Proposal Restrictions

2.5.1 By submitting a proposal, the Proposer certifies that no compensation shall be paid directly or indirectly to any employee of the City to include members of the City Council, members of any City of Clarksville board or committee, any elected City officials or any member of their families. **Nor shall there be any compensation or gifts in exchange for formally or informally acting as an officer, agent, employee, subcontractor or consultant to the Proposer in connection with the procurement under this RFP.**

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit any other governmental entity from making a proposal, being considered for award or being awarded a contract under this RFP.

Each proposer shall submit the signed Conflict of Interest form with each and every proposal on all proposals with the City of Clarksville at the time of that party's submission of the proposal.

2.5.2 The City will not contract with an individual who is, or has within the past six months been an employee of the City of Clarksville to include members of the City Council, members of any City of Clarksville board or committee, any elected City officials or whose family members were employed by the City of Clarksville, served on a board or committee for the City or who was elected to a position with the City of Clarksville within the last six months.

2.6 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be provided to all Proposers via addendum. Proposers shall respond to the final written RFP and any exhibits, attachments and amendments.

2.7 Right of Rejection

2.7.1 The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

2.7.2 Any proposal received which does not meet the requirements of the RFP may be considered to be nonresponsive and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions and performance requirements of this RFP.

2.7.3 Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer does so, the City may determine the proposal to be unresponsive and the proposal may be rejected.

2.7.4 The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

2.8 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City and are subject to the Open Records laws for the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection after a selection or rejection is made.

2.9 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the City and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

3. PROPOSAL FORMAT AND CONTENT

3.1 General Proposal Requirements

3.1.1 The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

3.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the City's information requirements.

3.1.3 Proposers must respond to every subsection under the "Land Attributes Questionnaire" and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP.

Failure to follow the specified format to label the responses correctly or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

3.2 Proposal (General Requirements)

The Proposal shall be divided into the following:

1. Cost Proposal
2. Land Attributes Questionnaire
3. Signed Conflict of Interest Form

If a proposal fails to detail and address each of the requirements contained herein, the City may determine the proposal to be nonresponsive and reject it.

3.2.1 The proposal shall state that the proposal remains valid for at least one hundred eighty (180) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the City.

3.2.2 The proposal shall provide the complete name of the individual(s) or the legal entity name(s) of Proposers making the proposal.

3.2.3 The proposal shall provide the name, mailing address, telephone number and email address of the person the City should contact regarding the proposal.

3.2.4 The City reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the

objectivity of the Proposer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the City.

3.2.6 Provide written certification and assurance of the Proposer's compliance with:

- the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- the condition that no amount shall be paid directly or indirectly to any employee of the City to include members of the City Council, members of any City of Clarksville board or committee, any elected City officials or any member of their families. And no compensation or gifts shall be given in exchange for formally or informally acting as an officer, agent, employee, subcontractor or consultant to the Proposer in connection with the procurement under this RFP.

(Use Exhibit "A", Certification of Compliance)

3.2.7 Cost Proposal

3.3.1 The Cost Proposal required format is provided in Exhibit "B"

3.3.2 The proposer must sign and date the Cost Proposal.

4. CONTRACT AWARD

4.1 Award Process

4.1.1 The Purchasing Director will forward all compliant proposals to the Parks and Recreation Department who will then begin the evaluation process.

4.1.2 The City reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the Proposer can offer.

4.1.3 After the evaluation of proposals and final consideration of all pertinent information available, the City will issue a written Notice to all Proposers. The notice will identify the apparent best evaluated Proposer. The notice will not create rights, interests or claims of entitlement in the apparent best evaluated Proposer or any vendor.

4.1.4 The City reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Notice.

The Proposer shall provide access to the land by agents, including Design Consultants, employed and/or retained by the City, for the purpose of analyzing inherent features of the land

and site exploration to determine "usability" of the land for design and construction of a Regional Recreation Center with associated amenities.

The Proposer shall allow exploration of proposed land including, but not limited to, geotechnical drilling/digging, surveying, etc. The City assumes no responsibility for damages associated with or related to site exploration.

The Proposer shall not be allowed to increase the cost amount of the land during the negotiation phase. Should the Proposer decide to increase the cost amount of the land, the Proposer accepts conditions of liquidated damages for costs incurred by the City associated with exploration and analysis of the site.

If negotiations with the apparent best evaluated Proposer fail, the City reserves the right to negotiate with the next best evaluated Proposer or to stop negotiations entirely.

4.1.5 The apparent best evaluated Proposer shall be prepared to enter into a contract with the City.

4.1.6 If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within fourteen (14) days of the City's acceptance of the proposal the City may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP, reject the proposal and open final contract negotiations with the next best evaluated Proposer.

4.1.7 Contract award shall be subject to the contract approval of the City of Clarksville Council in accordance with applicable State laws and regulations.

5 STANDARD CONTRACT INFORMATION

5.1 Contract Approval

The RFP process does not obligate the City of Clarksville and does not create rights, interests or claims of entitlement in the apparent best evaluated Proposer. Contract award and City obligations pursuant thereto shall commence only after the contract is signed by the City and the Proposer as required by the State laws and regulations to establish a legally binding contract.

5.2 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

6 EXHIBITS

"A" Certification of Compliance

"B" Cost Proposal Format
"C" Land Attributes Questionnaire
"D" Conflict of Interest Form

7 Proposal Evaluation:

Proposals shall be evaluated based on the following:

Attribute	Weight
Underserved Ward	25
Low Income Area	12
Land Cost	15
Walk/Bike Ability	10
Access to Public Transportation	7
Adequate Acreage	5
Lack of Environmental Concerns	5
Proximity to School	10
Local Neighborhood Population	6
Visability to main road	<u>5</u>
	100

Exhibit "A"
Certification of Compliance

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
2. the condition that no amount shall be paid directly or indirectly to any employee of the City to include members of the City Council, members of any City of Clarksville board or committee, any elected City officials or any member of their families. And no compensation or gifts shall be given in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Proposer in connection with the procurement under this RFP.

Proposer (Signature)

Exhibit "B"
Cost Proposal Format

NOTICE TO PROPOSER: This cost Proposal must specifically record below the exact cost amounts proposed in the appropriate spaces as required herein. Said costs proposed must incorporate all costs for the sale of land.

The Cost Proposal shall record only the costs proposed as required and shall not record any other rates, amounts or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the City shall determine the proposal to be non-responsive and may reject it.

The Proposer must sign and date the Cost Proposal.

Proposer Name

The Proposer(s) shall indicate below the offered price for providing all land proposed as defined in the contract Scope of Services of the subject RFP. Attach additional sheets as necessary, making sure to provide the requested figures on this sheet as indicated.

Proposed Land Description

(include parcel identification, total acres and signature of
proposer for each parcel)

Cost

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The proposed costs contained herein and the Land Attributes Questionnaire associated with these costs shall remain valid for at least one hundred eighty (180) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the City of Clarksville upon approval by the City Council.

Proposer (Signature)

Exhibit "C"

LAND ATTRIBUTE QUESTIONNAIRE

Name and Address of Owner/Seller(s):

Address of Land:

Legal Description of Land (Include deed book and page numbers, plat and parcel numbers, and current assessed value by Montgomery County Property Assessor's Office):

Total Number of Acres: _____

Approximate Width (at narrowest point): _____

Approximate Depth (at shortest point): _____

Electrical Power Availability: Yes _____ No _____

Water Availability: Yes _____ No _____

Sewer Availability: Yes _____ No _____

Natural Gas Availability: Yes _____ No _____

Floodplain (Is any portion of this property in the floodplain? Yes _____ No _____)

If yes, provide an aerial map showing the location of the floodplain.

Creeks, Blue Line Streams, and Ponds (Does this property contain any creeks or ponds?)

Creek _____ Stream _____ Pond _____

If yes, provide an aerial map showing the location of the creeks, streams or ponds.

Sinkholes (Does this property contain any sinkholes, drop outs, or surface depressions?)

Yes _____ No _____

If yes, describe AND provide an aerial map showing where the sinkholes exist:

Wetlands (Does this property contain any wetlands?) Yes _____ No _____

If yes, provide an aerial map showing the location of the wetlands.

Cemetery (Does this property contain any graves?) Yes _____ No _____

If yes, provide an aerial map showing the location of the cemetery.

Caves (Does this property contain any open mouth caves or cave systems)?

Yes _____ No _____

If yes, provide an aerial map showing the location of any and all cave or cave systems.

Railroad (Does this property adjoin any railroad right-of-way)? Yes _____ No _____

If yes, provide an aerial map showing the location of any railroad right-of-ways.

Clear Title (Does this property contain any title liens or restrictions)?

Yes _____ No _____

If yes, explain: _____

Does this property contain any other recognized environmental or archeological concerns on the property, i.e. Native American sites, historically significant area, artifacts, graves?

Yes _____ No _____

If yes, gives a full explanation: _____

Does the property provide access to municipal sidewalks, greenbelt, or other amenities?

Yes _____ No _____ If yes, please describe: _____

Provide any additional information not previously disclosed: _____

I/We, the undersigned, acknowledge the information provided in response to the questionnaire above is truthful and correct to the best of our knowledge, information, and belief.

Proposer (Signature)

CONFLICT OF INTEREST

I hereby certify that this bid/proposal is submitted in conformance with the City of Clarksville's conflict of interest restrictions. No employee of the City of Clarksville to include members of the City Council, members of any City of Clarksville board or committee, any elected City officials, officer, agent, or any member of their immediate family or his or her partner has any financial interest (direct or indirect) or a tangible personal benefit in the profit of any contract, service or other work performed as a result of my submission of this bid/proposal. Nor shall there be any compensation or gifts in exchange for formally or informally acting as an officer, agent, employee, subcontractor or consultant to the Proposer in connection with the procurement under this Request for Proposals. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by the person or company submitting this bid/proposal. Additionally, no party indicated herein has an indirect interest in the contract, which is the subject of this bid/proposal*.

In the event I am providing a service** to the City of Clarksville, I certify that I have no conflict of interest relating to the service to be provided pursuant to this Request for Proposals (RFP), Request for Qualifications (RFQ) or the project/work.

Should a conflict arise at any time during the duration of the contract, agreement, etc., it is the Proposer's responsibility to inform the City of said conflict within 30 days.

Therefore, the undersigned (corporation, partnership, limited liability company, or other business organization or individual) has no conflict of interest, or potential conflict of interest in connection with this proposal or in connection with any contract executed or to be executed, concerning or with response to this RFP/RFQ for this project/work.

Company Name: _____

Project Name: _____

Signature: _____ Date: _____

* **"Indirect Interest"** means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. *A conflict of interest exists if a spouse or relative commingle their assets.* Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the City of Clarksville.

** **"Service Vendors"** include but are not limited to: architects, engineers, appraisers, surveyors, accountants, etc.