

City of Birmingham, Alabama

**Request for Proposals (RFP)
Supporting
Real Estate Development Opportunity
in the City of Birmingham
at
Banks High School**

RFP Issue Date: November 20, 2017
RFP Response Deadline: January 15, 2018

I. Introduction:

The City of Birmingham, Alabama (the “City”) is seeking proposals from an experienced developer to implement a transformative redevelopment project within the North Eastern Area of Birmingham on property owned by the City, referred to as Banks High School (the “Property”) and which is legally defined below. The City is authorized and created, in partnership with the citizens of the North Eastern Area, a North Eastern Area Framework Plan that articulates a vision for the area and which can be found at www.imaginebham.com. The City desires to identify a reputable and qualified entity with the financial capacity to acquire and redevelop the Property after considering all redevelopment options which take advantage of the existing economic and environmental benefits of the community. Such redevelopment may include potential partial or complete demolition or adaptive reuse. However, potential respondents should explore all options to save and adaptively reuse the existing structures on the Property and consider demolition as a last resort option.

All interested parties are asked to make a detailed submission to the City per the requirements provided in this Request for Proposals (RFP). The City’s intent is to consider proposals which meet the criteria spelled out in this RFP.

The information set forth herein is provided for informational purposes only. The City makes no representation or warranties as to the accuracy or completeness of this information and all interested parties shall, at all times, remain responsible for verifying any facts or circumstances upon which a proposal is based.

II. Background:

Birmingham, Alabama sits in the central portion of the State of Alabama. Known for rolling hills, biomedical research, exceptional culinary experiences, and the birth of the Civil Rights movement, the estimated current population of Birmingham is 212,237.

The City’s Comprehensive Plan adopted in 2013 and subsequent framework plans have included the policies designed to mitigate urban blight and spur economic redevelopment. The Property is mentioned in the North Eastern Area Framework Plan as an opportunity for redevelopment. From the North Eastern Framework Plan:

“Banks High School. The 23-acre Banks High School site is owned by the City of Birmingham and has been abandoned since 2008. The school is located on the border of the Roebuck Springs and South East Lake neighborhoods. In addition to its considerable size, the site is also one of the few non-residential uses in its general area. Thus, if site were to become active again, it would provide a huge boost to the adjacent neighborhoods.”

Property Information:

The Property consists of one 23-acre lot and is zoned D-3 (Dwelling District) and has an adopted land use of Residential-Low. Currently, the Property is the only non-residential use in the immediate area. The Property's legal description is as follows:

Legal Description:

Parcel 1

A part of Lot 20, according to the map and survey of South Crest Gardens, as recorded in Map Book 30 Page 100 in the Office of Judge of Probate, Jefferson County, Alabama and more particularly described as follows. Begin at the south west corner of lot 26, Red Oak Gardens, as recorded in Map Book 30, Page 4 in the Office of the Judge of Probate, Jefferson County, Alabama; thence south easterly along the south line of said of Lot 26 and Lot 25 of said Red Oak Gardens for 118.11 feet to the right-of-way of 86th Street South; thence right 150 ° 24'02" and along said right-of-way for 129.21 feet to the right-of-way intersection with 6th Avenue South; thence right 114° 26' 23" and along the right-of-way of 6th Avenue South for 64.08 feet to the point of beginning. Containing .08 acres, more or less.

Parcel 2

Lots 20, 21, 22, 23, 24, 25 and 26, according to the survey of Red Oaks Gardens, as recorded in Map Book 30, Page 4 in the Office of the Judge of Probate, Jefferson County, Alabama.

Parcel 3

Commence at the NW Corner of the SW ¼ of NW ¼ of Section 12, Township 17 South, Range 2 West; thence easterly along the north line of said ¼ - ¼ line for 115.0 feet to the point of beginning; thence continue east along the north line of said ¼-¾ line for 1,923.28 feet; thence right 74°53'42" for 256.08 feet to the right-of-way of 86th Street South and a point on a curve to the left, having a radius of 325 feet and a central angle of 24°21'27"; thence right 93°18'09" to the chord of said curve and measure along the length of said curve and said right-of-way for 138.16 feet to the tangent; thence continue tangent along said right -of-way for 651.26 feet to a curve to right having a radius of 300 feet and a central angle of 11°13'30"; thence along the length of said curve and said right-of-way for 58.77 feet to the tangent; thence continue tangent along said right-of-way for 136.45 feet; thence left 0°08'31" and along said right-of-way for 123.23 feet; thence right 0°01'44" and along said right-of-way for 81.70 feet; to a curve to the right having a radius of 339.19 feet and a central angle of 22°58'00" thence along length of said curve and said right-of-way for 135.96 feet to the tangent; thence continue tangent along said right-of-way for 285.39 feet to the beginning of a curve to the right having a radius of 280.62 feet and a central angle of 11°02'00"; thence along the length of said curve and said right-of-way for 54.04 feet to the tangent; thence continue tangent along said right-of-way for 406.10 feet to a curve to the left having a radius having a radius of 370.82 feet and a central angle of 13°39'05"; thence along the length of said curve and said right-of-way for 88.35 feet to a point on the south line of lot 21 of Red Oak Gardens as recorded in Plat Book 30 Page 4 in the Office of the Judge of Probate, Jefferson County, Alabama; thence left 14°14'49" from the chord of said curve and along the south line of said lot 21 and lot 20 to the south east corner of lot 20 of said Red Oak Gardens; thence left 92°10'38" for 404.79 feet to the point of beginning. Contains 22.57 acres, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said premises. This conveyance is subject to the matters set forth on the attached **Exhibit A**.

TO HAVE AND TO HOLD the property unto the Grantee, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and unto its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

Parcel Identification: 012300122005025000

The Property is located within two miles of several valuable greenspace amenities. The Ruffner Mountain Nature Preserve is a 1,038 acre nature center located southeast of the Property. Roebuck, East Lake, and Linn Parks are located to the north of the Property, offering a variety of recreational opportunities.

The Property is conveniently located less than a mile from Interstate 59 that connects Birmingham to Atlanta. The Birmingham-Shuttlesworth International Airport is a short distance from the Property to the northwest.

III. Mandatory Terms and Conditions

The sale of the Property will be subject to, but not limited to, the following conditions:

(1) Opportunity for Inspection. The City will allow the selected bidder a period of sixty (60) days, following the date that the selected bidder is notified of its selection by City staff, to enter the Property at such parties' own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the selected bidder's purposes; provided, however, that the selected bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The selected bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the selected bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.

(2) Assumption of Responsibility for Inspection. The selected bidder will be responsible for approving all inspections, investigations, tests, surveys, and other due diligence deemed necessary by the selected bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the selected bidder for the scope and approval of any such due diligence.

(3) No Representations or Warranties from the City. The selected bidder must enter into an agreement with the intention of relying upon its own investigation and review of the

physical, environmental, economic use, compliance, and legal conditions of the Property and the selected bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under, or on the City's behalf concerning the Property. The selected bidder will review, prior to entering into an agreement with the City, all items which in the selected bidder's sole judgment affect or influence the selected bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an **"AS IS, WHERE IS, WITH ALL FAULTS"** basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The selected bidder must be willing to accept the title to the Property on an **"AS IS"** and **"WHERE IS"** basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the selected bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses which the selected bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations, or requirements.

(4) Release of the City from Liability for Property Condition. The selected bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the selected bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.

The City reserves the right to impose other conditions to the sale of the Property.

IV. Proposal Content Requirements:

Proposals should highlight the following:

- Project scope and size including, but not limited to, properties to be acquired and/or assembled, number of projected units and the approximate square footage, infrastructure improvement, and estimated project timeline
- A description of the proposed use/reuse of the Property
- An articulated vision and development strategy for this Property, which is consistent with a comprehensive approach to neighborhood stabilization and revitalization of the South East Lake community, paying careful attention to social investments and community, economic drivers, transportation, and connection
- Names, addresses, background, qualifications, experience and expertise of the development team with similarly-sized developments
- Explanation of the respondent team's history of completing and maintaining projects, including a minimum of two work references
- The inclusion of creative and alternative means of energy sources and green building practices where applicable
- Anticipated project budget and funding source allocation
- What, if anything, the respondent would need from the city to fully realize the proposed redevelopment
- **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property for an amount of less than \$100,000, without further notice to the bidder.

V. Submission

All interested parties are encouraged to visit the Property prior to submitting a proposal. The Property will be available for a walk-through inspection on December 4, 2017, by appointment only. Contact the Mayor's Office of Economic Development, at (205) 254-2799 to schedule an appointment. In addition, all information provided by the City is deemed reliable, but is not guaranteed and should be verified before a proposal is submitted.

All proposals will be reviewed by the City, so that a recommendation may be made to the Mayor for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

Four copies of the proposal should be submitted to the Director of Finance no later than 5:00 PM on January 15, 2018, and should be addressed as follows:

ATTN: Director of Finance
City of Birmingham
710 North 20th Street-Suite 100-A
Birmingham, Alabama 35203

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals; and (3) to request additional information prior to or upon the final selection.

In its selection of a proposal, the City reserves the right to negotiate with any or all selected bidders/respondents including, without limitation, by negotiating all or portions of different proposals or by requesting additional offers from any or all selected bidders/respondents, and to waive requirements of the RFP, if it is in the best interest of the City to do so. The final proposed agreement will be subject to approval by the Council of the City of Birmingham.

The Developer will be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by prospective developer(s) will become the property of the City and will not be returned. The Developer selected for further interviews and negotiations will be responsible for all costs incurred during these processes.

VI. Evaluation Criteria for RFP:

Context and Connection:

The construction of a redevelopment project that is compatible with the surrounding neighborhood and existing residential character of the area is critically important in the North Eastern Area. Investments, both public and private, in the South East Lake Neighborhood, should be leveraged as much as possible. Because the Property is surrounded on three sides by existing residential neighborhoods, the submitted proposal should display sensitivity and creativity in incorporating the proposed development into the existing neighborhood fabric.

Funding:

Submitted proposals should demonstrate capacity and experience in acquiring funding from diverse sources to complete projects.

Ability to be Catalytic and Transformative:

Proposals should demonstrate the ability to act as a catalyst for future revitalization and investment in the area.

Proposed Schedule:

RFP Issue Date:	November 20, 2017
Deadline for RFP responses:	January 15, 2018
Selection of Developer	First Quarter of 2018

Participation of Historically Underutilized Business Enterprises:

The City, as a matter of public policy, encourages participation of minority-and women-owned business enterprises to the maximum extent possible, subject to 24 CFR Pt. 85.36, which requires competitive procurements to be conducted in a manner providing full and open competition and prohibits the imposition of geographical or other unduly restrictive preferences in the evaluation of bids and proposals.

Figure 1: Project Focus Area

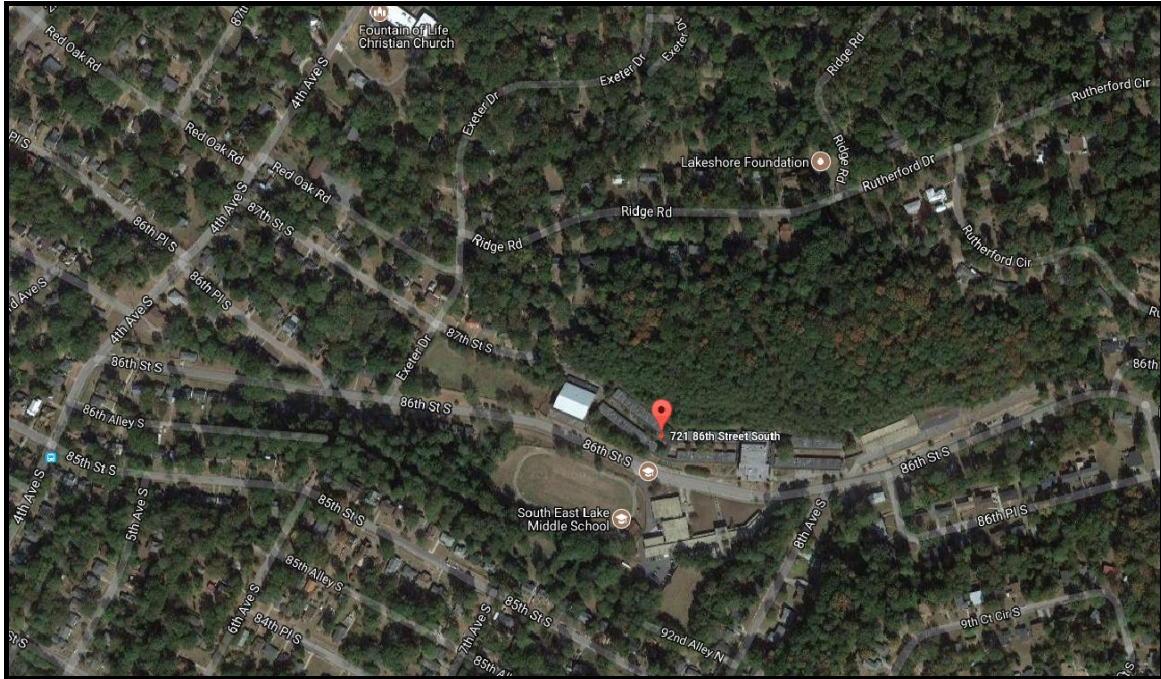


Figure 2: Focus Area Parcels

