

# CITY OF BIRMINGHAM REQUEST FOR PROPOSALS

# "HOSPITALITY-FOCUSED DEVELOPMENT OPPORTUNITY"

RFP Release Date: September 17, 2025 (Central)

Submission Deadline: October 31, 2025 at 4pm (Central)

**Issuing Agency:** 

City of Birmingham, Alabama

#### I. INTRODUCTION

The City of Birmingham ("the City") invites proposals from qualified development teams for the design, financing, construction, and operation of hospitality-focused development that serves as a key catalyst for the surrounding area on City-owned property. The project will serve as a key catalyst for economic growth, tourism, and neighborhood revitalization. The selected development partner will be expected to deliver a high-quality hospitality-focused product that reflects Birmingham's character, supports its growing visitor economy, and creates lasting public value.

#### II. PROJECT BACKGROUND

The City has identified 1129 Carraway Boulevard and 2615 12<sup>th</sup> Avenue North, Birmingham, AL 35234, two adjoining City-owned parcels, as a priority hospitality-focused development opportunity. The site's strategic location (depicted and further described in Attachments A & B hereto) offers proximity to major demand generators, including the Birmingham-Jefferson Convention Complex, Coca-Cola Amphitheater, TopGolf, Protective Stadium, and Uptown, and benefits from recent public and private investments in the surrounding area. The City intends to leverage this opportunity through a collaborative approach, ensuring the project's success while delivering public benefits.

#### III. PROJECT OBJECTIVES

The City seeks a development partner that will:

- Deliver a branded, midscale to upscale hotel and/or mixed use development with a minimum of 100 guestrooms.
- Complement the surrounding urban environment through high-quality architecture and public realm improvements.
- Provide guest amenities that enhance Birmingham's tourism appeal (e.g., restaurant/bar, meeting rooms, fitness center, pool, outdoor spaces, parking).
- Incorporate sustainable design and operational practices.

• Structure the project to maximize value for both the developer and the City.

#### IV. DEVELOPMENT INCENTIVES

The City is prepared to negotiate a competitive incentive package tailored to the needs of the project, which may include:

- Land conveyance or long-term ground lease on favorable terms.
- Infrastructure improvements to support the hotel's development and operations.

The final incentive package will be based on the selected partner's qualifications, proposed concept, and the projected economic and community benefits. Proposals demonstrating financial viability and a strong capacity to meet the project's financial obligations, including any required earnest money or other initial commitments, will receive favorable consideration.

#### V. SCOPE OF WORK

The selected development team will be responsible for:

- 1. Due Diligence
- 2. **Design & Construction** Full architectural design, engineering, and construction of the hospitality-focused development, ensuring compliance with all applicable codes, zoning, and design guidelines, including ADA.
- 3. **Financing** Securing necessary debt and equity financing.
- 4. **Operations** Managing the hospitality-focused development in accordance with brand standards and industry best practices.
- 5. **Public Engagement** Coordinating with City staff, stakeholders, and the community throughout the process.

# VI. PROPOSAL REQUIREMENTS

Proposals must include the following sections:

#### 1. Cover Letter

- o Legal name of the proposing entity.
- Primary contact person and contact information.
- Authorized signature.

# 2. Executive Summary

- Narrative statement of the vision and strategy for the hospitalityfocused development.
- o Demonstration of the value and impact of the proposal.

#### 3. Development Team Description

- o Organizational chart and resumes of key personnel.
- Relevant hospitality-focused development and public-private partnership experience.

# 4. Development Concept

- o Proposed brand, positioning, and target market.
- o Conceptual site plan, renderings, and description of amenities.
- Sustainability strategies.

# 5. Experience & Track Record

 Examples of similar projects, including financing structures and publicsector partnerships.

# 6. Financial Proposal

- o Preliminary development budget, sources and uses of funds.
- Comprehensive financial analysis of Respondent team (i.e. construction costs, professional service fees, furniture, fixtures,

insurance, equipment operator, soft costs, mid-lifecycle refurbishment, and debt service payments).

- o Proposed ownership/lease structure.
- Incentive requests and justification.
- o Audited financial statements of Respondent and any proposed partners.
- Pro Forma with a Tax Revenue Forecast (sales, lodging and property tax revenue over first 5-10 years).

#### 7. Job Creation and Local Impact Plan

- o Projected number of permanent full-time and part-time jobs.
- o Projected number of construction related jobs.
- Local hiring plan.

#### 8. Community Benefits Plan

- o Proposed community benefits agreement.
- Example community benefits: publicly accessible art installation, green space open to neighborhoods, dedicated meeting space for community use.
- o Other innovative community benefit idea focused on place and people.

#### 9. Schedule

Proposed timeline from selection to opening.

#### VII. EVALUATION CRITERIA

Response packages will be reviewed by a committee composed of City of Birmingham staff. Each member of the review committee will evaluate proposals according to the criteria below. Scores for each criterion will be combined for a total possible score of **100 points**.

Max Score	Criterion	Standard
25	Experience and Qualifications of the Development Team	Demonstrated track record in developing and operating comparable hospitality-focused projects; depth and relevance of team experience; qualifications of key personnel; history of delivering projects on time and within budget; prior experience with public-sector partners.
25	Quality and Feasibility of the Proposed Concept	Overall quality, creativity, and market- appropriateness of the development concept; architectural design excellence; alignment with Birmingham's design and planning standards; demonstrated feasibility of the concept within the local market.
25	Financial Capacity and Soundness of Financing Plan	Strength and completeness of the pro forma; availability and reliability of funding sources; demonstrated ability to secure financing; realistic and sustainable financial projections; evidence of long-term operational viability.
25	Alignment with City Economic Development Goals and Projected Public Benefits	Degree to which the project supports the City's strategic objectives for economic growth, tourism, and downtown revitalization <sup>1</sup> ; creation of jobs and local business opportunities. Feasibility of the proposed public-private partnership structure; level of private investment leveraged; identification and quantification of public benefits (e.g., upfront cash to the City, tax revenue, contribution to Birmingham's brand and visitor experience).

# **Total Maximum Score: 100 Points**

The City reserves the right to conduct interviews with all or some of the Respondents at any point during the evaluation process. However, the City may determine that

<sup>1</sup> See: Investments Transform Birmingham's Northside Community.

interviews are not necessary. If interviews are conducted, information provided during the interview process will be considered in the final scoring.

The City also reserves the right to perform additional due diligence as it deems necessary to establish the competence, experience, and financial stability of any Respondent.

Beginning at the time of advertisement of this Request for Proposals, until a final award is made, interested developers are requested to refrain from communication with any staff or public officials of the City of Birmingham, except for submissions of questions as directed in this Request for Proposals.

#### VIII. SUBMISSION INSTRUCTIONS

**Deadline:** October 31, 2025 at 4pm (Central)

**Delivery:** 

• Hard Copy: Attention: Coreata' R. Houser, Interim Director,

CC: Valencia Fisher, Administrative Service Manager

Department of Innovation & Economic Opportunity

710 North 20th Street, 5th Floor

Birmingham, Alabama 35203

OR

• Electronic Copy: <a href="mailto:ieo@birminghamal.gov">ieo@birminghamal.gov</a>

Late submissions will not be accepted.

#### IX. PRE-SUBMISSION INFORMATION

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- Required Pre-Bid Meeting/Site Visit: Date: October 2, 2025, at 10:00a (Central)
- Questions Due: Date: October 10, 2025, at 2pm (Central)

Responses will be posted on ieo.birminghamal.gov.

# X. RFP, City Evaluation and Selection Timeline:

**Sept. 17, 2025** - RFP Opens

October 2, 2025 at 10 am (Central) - Required Pre-Bid Meeting/ Site Visit

October 10, 2025 by 5:00 pm (Central) - RFP Questions Due to the City

October 17, 2025 10 am (Central) - RFP Questions Posted to RFP Website

October 20, 2025 2:00 pm (Central) — Required Pre-Bid Meeting/Site Visit

October 31, 2025 5 pm (Central) — RFP Closes

November 3<sup>rd</sup> – November 17<sup>th</sup> - RFP Review Process

November 21st (Time will be selected per finalist) - Finalist Interview

Dec. 1st-5th – Developer Partners Selection and Notification

#### XI. RESERVATION OF RIGHTS

The City reserves the right to:

- Reject any and/or all proposals.
- Waive informalities and irregularities.
- Request additional information from respondents.
- Negotiate modifications prior to final selection.

The City will not be obligated until a final agreement is approved by the Birmingham City Council. Standard terms and conditions are shown in Attachment D.

# XII. ATTACHMENTS

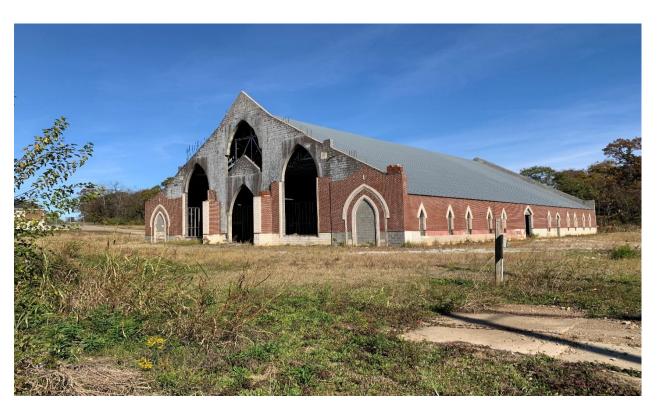
- A. Site photographs
- B. Site map, survey, and property description
- C. Zoning and design guidelines
- D. Acknowledgement of standard terms and conditions
- E. Respondent certification

# **Attachment A**

# **Site Photographs**



2615 12<sup>th</sup> Avenue, North, Birmingham, Alabama



1129 Carraway Boulevard, Birmingham, Alabama



#### **Attachment B**

# Map, Survey, and Property Description

The redevelopment site is owned by the City of Birmingham and located just north of I-20/I-59 within Birmingham's Norwood neighborhood. The site is easily accessible via Carraway Blvd. It is less than a one-minute walk from two official Birmingham-Jefferson County Transit Authority MAX Bus Stops (Carraway & 12<sup>th</sup> Ave N, 12<sup>th</sup> Ave N & 27<sup>th</sup> St N), and 5.4 miles, or a ten-minute drive, from the Birmingham Airport. The site's strategic location is within walking distance to major demand generators, including the Birmingham-Jefferson Convention Complex (BJCC), Coca-Cola Amphitheater, TopGolf, Protective Stadium, Uptown and City Walk, and will benefit from additional planned investments in the surrounding area, such as The Star Development at the former Carraway Hospital site.

The BJCC is comprised of a modernized arena, concert hall, theater and more than 200,000 square feet of event space. The BJCC attracts a variety of entertainment events such as concerts, Broadway shows, world class sporting events, banquets, and other functions that cater to the community at large. More information can be found on the BJCC's website bjcc.org.

The Coca-Cola Amphitheater, a new 9,000+ seat venue designed and operated by Live Nation of Beverly Hills, California, offers an immersive experience for fans and artists. This \$46 Million amphitheater's first concert season opened in June of 2025.

The first event was held at the new Protective Stadium in 2021.

The Convention Complex, Coca-Cola Amphitheater and Protective Stadium are owned by the Birmingham-Jefferson Civic Center Authority.

Uptown is a 10-block open air space beneath the I-20/59 corridor which opened in 2022 as the City hosted the World Games. Uptown offers 31 acres of recreation that includes pickleball courts, a skatepark, dog parks, a playground and walkable space for the community.



# Parcel 1 (Lot 1-B) 1129 Carraway Boulevard Birmingham, Jefferson County, Alabama 35234 Parcel Identification Number: 22 00 25 2 009 002.000 Land Area: 84,745 sf

Encumbrances: 15,000 sf partially constructed church building

# Parcel 2 (Lot 2-B)

2615 12th Avenue North

Birmingham, Jefferson County, Alabama

Address 35234

Parcel Identification

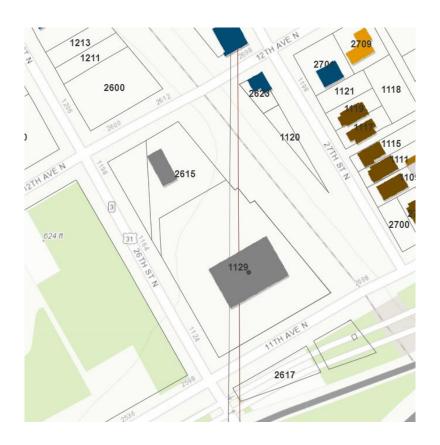
Number: 22 00 25 2 009 002.001

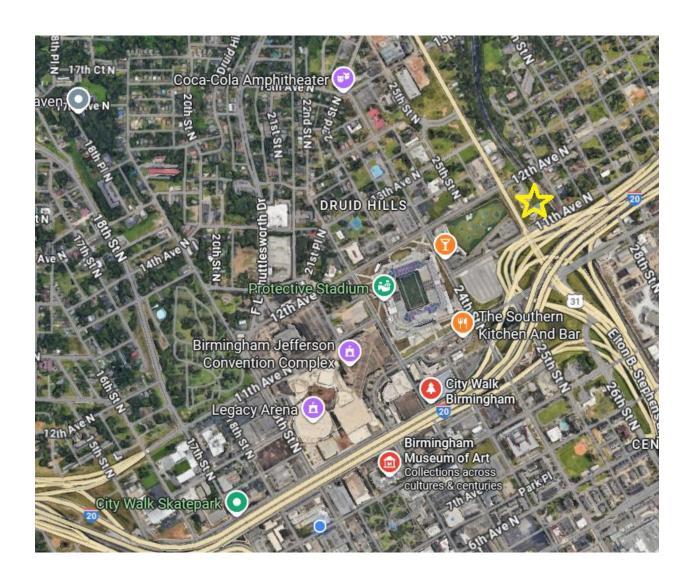
Land Area: 24,483 sf

2,600 sf complete office building &

Encumbrances: accompanying parking lot





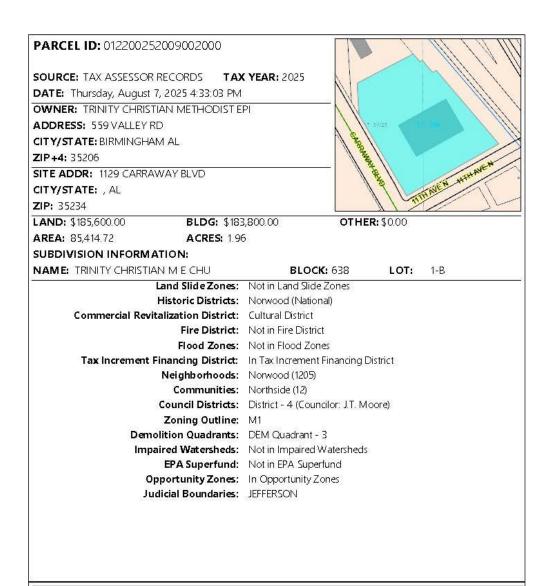


# **Attachment C**

# **Zoning and Design Guidelines**

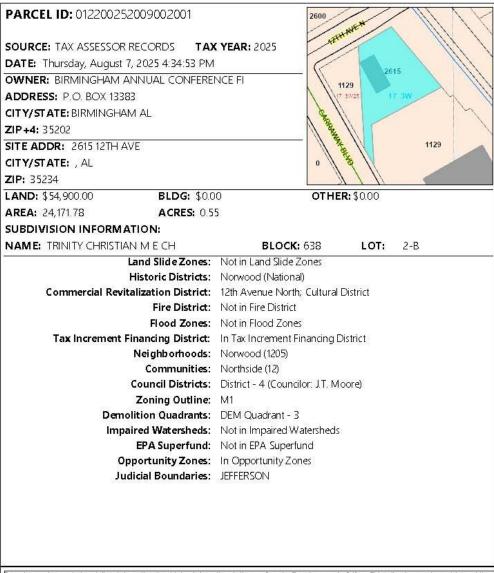
City of Birmingham Code of Ordinances, Appendix D - Zoning

#### Parcel 1:



Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

#### Parcel 2:



Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

#### **Attachment D**

# **Acknowledgement of Standard Terms and Conditions**

By submitting a response to the instant Request for Proposals, Respondent acknowledges that the City of Birmingham includes the following standard terms and conditions in every Development/Redevelopment Agreement and waives any objections thereto:

#### IMMIGRATION ACT COMPLIANCE.

- (a) Each Party represents and warrants represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Beason-Hammon Act"), and that, during the performance of this Agreement, such Party shall participate in the E-Verify program as required under the terms of the Beason-Hammon Act.
- (b) By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
- (c) Furthermore, a contracting Party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

#### RELATIONSHIP OF PARTIES.

- (a) Nothing in this Agreement shall be deemed to create between the Parties any relationship of partnership, employer-employee, joint venture or other association. The Parties hereto disclaim any such relationship and declare that their relationship is a contractual relationship between independent parties.
- (b) The Parties agree that the each of them are separate and distinct entities and neither of the Parties shall be considered to be the agent of the other, except to

the extent that Birmingham is the bidding agent for the Parties pursuant to Code of Alabama (1975) Section 41-16-50(b).and shall not have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.

#### NONDISCRIMINATION.

During the performance of this Agreement, each Party agrees as follows:

- (a) each Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Each Party will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) In the event of each Party's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and each Party may be declared ineligible for further municipal contracts.

# **BOYCOTTING ACTIVITIES**

By signing this Agreement, each Party represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

#### **NON-ASSIGNABILITY.**

No Party shall assign any of the obligations or benefits of this Agreement.

#### **AUTHORITY TO CONTRACT.**

Each Party declares that it has obtained all necessary approvals of its governing authority to execute and bind the Party to the terms of this Agreement.

#### NO THIRD-PARTY RIGHTS.

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

#### FORCE MAJEURE.

Neither Party shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion.

#### HISTORICALLY UNDER-UTILIZED BUSINESS ENTERPRISES.

Respondent acknowledges and agrees that Birmingham, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of Birmingham's business, economic and community revitalization programs.

#### ASSIGNMENT.

This Agreement benefits only the Parties and their permitted assigns and may not be assigned (by operation of law or otherwise) or otherwise transferred by any Party.

#### **NON-WAIVER.**

Any Party's failure to seek redress for a violation or to insist upon strict performance of any Agreement provision will not prevent a subsequent act, which would originally have constituted a violation, from having the effect of an original violation. No waiver of a provision, breach or default shall apply to any other provision or subsequent breach or default or be deemed continuous.

#### **SEVERABILITY.**

If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

#### RECORDING AND FILING.

As required by the Act, upon the execution of this Agreement by all Parties hereto, this Agreement shall be recorded in the Office of the Probate Judge of Jefferson County, Alabama, and filed with the Alabama Secretary of State.

#### **NO WAIVER OF THE SOVEREIGN IMMUNITY.**

Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of any Party hereto under applicable law.

#### WHEN AGREEMENT BECOMES EFFECTIVE.

This Agreement shall become effective following the approval hereof by the respective governing bodies of the Parties and upon the execution by a duly authorized official on behalf of each Party.

# ENTIRE AGREEMENT; AMENDMENT.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modifications hereof shall be effective unless executed in writing by duly authorized personnel of the Parties hereto. All previous communications between the Parties, whether verbal or written, with reference to the subject matter hereof are hereby superseded by this Agreement. This Agreement may be amended or modified only by a written amendment approved and executed by the Parties.

#### **Attachment D**

#### **Respondent Certification**

By submitting a response to the instant Request for Proposals, Respondent (including its principals and any parent, subsidiary, or affiliate under common control) certifies that, as of the date of submission, the statements below are true and correct.

#### A. Except as disclosed hereinbelow:

- 1. Respondent has no outstanding, overdue redevelopment, development, rehabilitation, disposition, or similar projects with any person or entity, including any government entity.
- 2. Respondent is not in default or breach under any redevelopment, development, rehabilitation, disposition, or similar agreement; and has not received any notice of default that remains uncured.
- 3. Respondent is not past due on any contractual milestone or final completion date for any redevelopment, development, rehabilitation, disposition, or similar project without an approved extension, waiver, or written amendment from the counterparty.

# **B.** Duty to Update

Respondent will promptly notify the City of Birmingham in writing if any statement in this Certification becomes untrue at any time prior to contract award and execution.

#### C. Reliance & Remedies

Respondent acknowledges the Issuing Entity will rely on this Certification in evaluating responsibility and awarding any contract. Any material misstatement or omission may result in disqualification, contract termination for cause, and any other remedies available at law or in equity.

#### D. Verification

Respondent authorizes the City of Birmingham to verify these statements with counterparties and public records and agrees to provide reasonable supporting documentation upon request.

# E. Exceptions (if any)

Please fully disclose and describe any exception(s) and provide supporting documentation.

Project Name:	
Location:	
Counterparty:	
Agreement Type:	
Overdue Item or Default: _	
Current Status:	
Explanation:	