

REQUEST FOR INTEREST

**FEDERAL CITY
COMMERCIAL
DEVELOPMENT**
NEW ORLEANS, LA

January 14, 2019



ALGIERS DEVELOPMENT DISTRICT
2500 GENERAL MEYER AVE., BLDG. 415
NEW ORLEANS, LA. 70114

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INTRODUCTION

The mission of the Algiers Development District (hereinafter, "ADD") is to advance Algiers to be the best...for our residents, schools, businesses and community. The ADD's vision is to provide professional leadership governed by the highest ethical principals in the development of a world-class community for Algiers residents, schools and businesses.

The ADD is a special taxing district (TIF) created by state legislation to promote economic development within the city's 15th ward. Primary areas of focus for ADD include development of Federal City, combating blight and vacant property, facilitating road construction and repair and improving the quality of life for residents of the city's Algiers community.

In an effort to provide professional leadership and promote economic development within the 15th ward, the ADD has created and facilitated various programs to promote the interest of Algiers and its residents. The programs below demonstrate just a few of the initiatives implemented by the ADD with the support of its esteemed board of commissioners for the betterment of the Algiers Community.

New Orleans Riverside at Federal City

In 2005, the Algiers Development District was successful in leading the way to save our Naval Support Activity (NSA) military base from closure through the nationwide Base Realignment and Closure, or BRAC, process.

Commonly known today as Federal City, the location is comprised of 156 acres with approximately 800,000 square feet of existing structures available for adaptive reuse, as well as significant open space for build to suit facilities.

Since 2005 the project has been a true team effort with the Algiers Development District, the City of New Orleans, and state and local officials united behind one mission: to work together in creating a community asset that creates economic opportunity while serving the retail, entertainment and recreational needs of West Bank and Greater New Orleans area residents. In doing so, the project has become one of the largest economic development initiatives for the state of Louisiana.

New Orleans Riverside at Federal City is currently home to:

- The Marine Force Reserves Headquarters, the 4th Marine Division, the 4th Marine Aircraft Wing, and the 4th Marine Logistics Group (411,000 sq. ft. of office space with over 1,500 full-time military positions and additional visiting reservists)
- New Orleans Military and Maritime Academy, a charter military school
- Coast Guard Sector Command
- LSU Health Fitness Center Swimming Pool & Expanded Fitness Facility
- Navy Federal Credit Union
- 4th District Headquarters, New Orleans Police Department
- Little Learners Child Development Center
- Federal City Inn & Suites, a 128 room lodging facility.
- Federal City Parking and Retail Center (32,000 sq. ft. & 1,000 parking spaces)
- Algiers Auditorium, a 400-person capacity Conference Center
- Several Small Local Businesses
- Student Life Center for Delgado Community College's West Bank campus
- Levee Bike & Walk Path

The ADD is now soliciting a Request for Interest (RFI) from qualified, licensed and insured entities who meet the qualifications herein for a commercial development at New Orleans Riverside at Federal City.

The ADD-owned site is on three contiguous lots located at 740 Behrman Ave., 840 Behrman Ave., and 2000 General Meyer Ave (see Attachment A, Site Plan).

This Request for Interest (“RFI”) is intended to identify and engage a development team that has a demonstrated track record and capacity to successfully design, entitle, build, finance and operate a commercial project on the Project Site. One of the objectives of the ADD through this RFI process is to enter into a long-term ground lease agreement with a developer who will develop the Project Site to its full potential consistent with applicable zoning and design guidelines.

The ADD intends to award the contract to the proposer deemed the best qualified to achieve the ADD’s objectives and develop a commercial property. The development of the commercial property is envisioned to enhance the character of the surrounding community.

Any project proposed by the successful proposer may be subject to further discussion, negotiation and revision. All proposers understand that the primary purpose of this RFI is to evaluate all proposals on an equal basis and that specific criteria described herein may be subject to change during development negotiations.

In summary, the ADD is looking for a qualified proposer with the capability to implement a commercial project that will enhance the area, involve the community, embrace sustainability, and effectively integrate within the existing community, local environs, and the Community of Algiers.

All proposals submitted to the ADD in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any other designated attachments, in its entirety.

PROJECT SITE OVERVIEW

Site Conditions

Area: 9.4 acres

Land: One (1) parcel (See Attachment A for Site Plan)

Future Land Use: MUH Mixed-Use High Density

Zoning: MU-2 High Intensity Mixed-Use

Off-Site Infrastructure

The successful proposer shall conduct its due diligence and investigate the need for improvement of all existing infrastructure that will serve the Project Site. Such infrastructure, including but not limited to, street, sewer, potable water, flood control, electrical and communications infrastructure (i.e. subdivision improvements) shall be in conformance with current Orleans Parish standards, laws and regulations, and any applicable local district, state and federal laws, regulations and standards.

The successful proposer shall also be required to develop and construct any and all additional off-site infrastructure necessary and required in connection with the Project.

DEVELOPER REQUIREMENTS

A ground lease is expected to be negotiated between ADD and the successful respondent, if selected.

Upon approval and execution of an Exclusive Negotiation Agreement (ENA) and a Development and Disposition Agreement (DDA), relating to the proposed project, first approved by ADD, in its sole discretion, for a proposed project by the successful proposer and subject to the terms therein, the successful proposer shall be responsible for all on-site and off-site costs and expenses associated with the development, construction, ownership, management and operation of the proposed project, including but not limited to, planning, design, entitlement, permit fees, utility charges, , operation and management expenses, as more specifically set forth in the ENA and DDA and in accordance with the following requirements:

1. The successful proposer shall accept the parcels/lots in an "AS IS, WHERE IS" condition, without any express or implied warranties or representations.
2. The successful proposer shall prepare a set of schematic and conceptual site plans, floor plans, and elevations for the proposed project, within the time frames specified by ADD.
3. The successful proposer shall be responsible for presentation regarding the proposed project to the ADD Evaluation and Selections Committee and any other local neighborhood organization or any other presentation as required by the ADD.
4. The successful proposer shall be responsible for obtaining any and all land use entitlement, zoning and/or subdivision approvals and all necessary building, grading, and construction permits required for the proposed project from Orleans Parish.
5. The successful proposer shall be responsible for compliance with the Louisiana Department of Environmental Quality (LDEQ) and any associated requirements related to project design and development.
6. The successful proposer shall be responsible and satisfy all requirements from the Southeast Louisiana Flood Protection Authority, Orleans Levee District, US Army Corps of Engineers, and the Coastal protection and Restoration Authority.
7. The successful proposer shall be responsible for submitting project plans to ADD for review and approval before commencing construction and development within the time frame requested by ADD.
8. The successful proposer shall be responsible for obtaining electric and gas service for the proposed project, and the payment of fees related to the utility infrastructure. If the utility infrastructure exists, the successful proposer shall contact Entergy New Orleans for service activation, payment of fees and any other maintenance requirements.
9. The successful proposer shall be responsible for obtaining potable water for the proposed project, and the payment of fees related to the potable water infrastructure. If the potable water infrastructure exists, the successful proposer shall contact the Sewerage & Water Board of New Orleans (SWBNO) for service activation, payment of fees and any other maintenance requirements.
10. The successful proposer shall be responsible for securing and installing sewage treatment capacity and infrastructure, payment of fees, and obtain the necessary connection approvals. If the sewer infrastructure exists, the successful proposer shall contact SWBNO for service activation, payment of fees and any other maintenance requirements.
11. The successful proposer shall be responsible for maintenance of the proposed Project Site as well as the areas from the proposed project boundary to the adjacent street curb, subject to the terms and conditions of an ADD-approved Development and Disposition Agreement (DDA) and applicable codes and ordinances established by Orleans Parish.

12. The successful proposer shall submit copies of as-built plans for all proposed project improvements to ADD after each phase of construction has been completed. Composite and as-built plans shall also be made available to any association of apartment owners formed for the proposed project. All such plans shall be transmitted in hard as well as electronic format.
13. The successful proposer shall coordinate construction of the proposed project with other development or construction activities taking place adjacent to the proposed project. The successful proposer shall be responsible for repairing or paying for the costs of repairing any damage that its activities may cause to any existing public and/or private infrastructure.
14. The successful proposer is encouraged to incorporate design features to conserve energy and water resources.
15. The successful proposer shall submit evidence of market demand for the type of commercial development being proposed. The ADD may require the successful proposer to submit a current comprehensive market analysis substantiating the feasibility of the proposed project. The specifications and scope of the market study shall be subject to the ADD's review and approval.
16. The successful proposer is encouraged to reach out to the various local community organizations to gauge support for the proposed project and remain sensitive to community/neighborhood concerns throughout the project construction, and interim property management.

PROPOSAL FORMAT

Tabbed Proposal Submittal: The ADD intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the ADD will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, so that the ADD can properly evaluate the offers received, all proposals submitted in response to this RFI must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers or tabs (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. The tabs should run down the right hand side of the bound proposal document. None of the proposed services may conflict with any requirement the ADD has published herein or has issued by addendum.

- 1. Proposed Project Summary and Narrative:** Proposers must provide a narrative describing and outlining the proposed concept and methodology of the project.
- 2. Proposer Profile**
- 3. Development Team Capacity:** The proposer entity must submit under this tab a concise description of its managerial and supervisory capacity to deliver the proposed services, including resumes for the persons identified. Provide a staffing plan indicating which Principals and staff members would have primary roles and duties. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
- 4. Development Experience and Current Workload:** Commercial Development Experience, Management, and Capacity: Previous development experience will be evaluated as it reflects the proposer's demonstrated ability to successfully carry out a quality project of this type, size, and complexity in a timely manner. Among the factors that will be considered are: 1) quality of construction and design in projects completed or currently being built by the proposer; 2) extent of the proposer's experience, in terms of number, size, type, and scale of projects completed within the last (8) years; 3) history of delivering quality projects on time and within budget; and 4) the absence of purchaser and/or tenant complaints. The proposer's current workload and other pending project obligations will be considered in assessing capacity for undertaking the project proposed by the proposer within the time frame prescribed for development. Each Principal that

comprises the proposer must submit a list of Development Experience and Current Workload.

- 5. Additional Evidence of Proposer Experience and Qualifications (Optional Item):** The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the ADD in its evaluation.
- 6. Client Information:** The proposer shall submit a listing of former or current clients, including other Economic Development Agencies, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: (a) The client's name; (b) The client's contact name; (c) The client's telephone number; (d) A brief description and scope of the service(s) and the dates the services were provided.
- 7. Equal Employment Opportunity:** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.

Proposal Submission:

All proposals must be submitted and time-stamped received in the designated ADD office by no later than Thursday, February 28, 2019 at 4:00 pm. A total of 1 original signature copy (marked "ORIGINAL") and 3 exact copies (each of the 4 proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Algiers Development District
Attention: Kathy Lynn Honaker
2500 General Meyer Ave., Bldg. 415
New Orleans, La. 70114

The package exterior must clearly denote the following, "Federal City Commercial Development" and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

Questions can be emailed to kathylynnadd@gmail.com.

PROPOSAL EVALUATION

Evaluation Factors:

ADD intends to select one proposer and enter into exclusive negotiations to develop the Commercial Project based on the proposer's qualifications, project proposal, the proposer team's financial capability, past project experience and performance, interview(s) with the development team (if interviews are held), public input and comment, and other pertinent factors. In evaluating the proposals under these criteria, the combined experience and resources of all principals of the proposer will be considered. ADD may request additional information, site visits, interviews, or other presentations. The following factors will be utilized by the ADD evaluation committee to evaluate each proposal received; award of points for each listed factor will be based upon the documentation the proposer submits within their proposal submittal:

60 points:

Commercial Development Experience, Management, and Capacity: Previous development experience will be evaluated as it reflects the proposer's demonstrated ability to successfully carry out a quality project of this type, size, and complexity in a timely manner. Among the factors that will be considered are: 1) quality of construction and design in projects completed or currently being built by the proposer; 2) extent of the proposer's experience, in terms of number, size, type, and scale of projects completed within the last five (5) years; 3) history of delivering quality projects on time and within budget; and 4) the absence of purchaser and/or tenant complaints. The proposer's current workload and other pending project obligations will be considered in assessing capacity for undertaking the project proposed by the proposer within the timeframe prescribed for development.

20 points:

Success in gaining and sustaining community support for commercial projects and remaining sensitive to community/neighborhood concerns throughout project design, construction and property management.

20 points:

Positive track record for collaborative negotiations with public agencies (as demonstrated by referrals).

The ADD selection committee reserves the right to, at its sole discretion:

1. Recommend a selection of proposals for a short list based on evaluation of the proposals.
2. Request interviews with proposer(s).
3. Post selection modification of terms of the RFI.

Issuance of this RFI in no way constitutes a commitment by ADD to award a contract. ADD reserves the right to accept or reject any or all proposals submitted or to cancel this RFI if it is in the best interest of ADD to do so.

All materials submitted in response to or in connection with this Request for Interest shall become the property of ADD and will not be treated as confidential or proprietary product of the responder.

Selected teams must follow Living Wage requirements as set by state law and city ordinance.

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

The terms of any development agreement(s) between ADD and the developer shall be binding on any and all related subcontractors.

Termination of this Agreement for Cause

ADD may terminate this contract for cause based upon the failure of the Developer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that ADD shall give the Developer written notice specifying the Developer's failure. If within thirty (30) days after receipt of such notice, the Developer shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then ADD may, at its option, place the Developer in default and the Agreement shall terminate on the date specified in such notice.

The Developer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of ADD to comply with the terms and conditions of this contract; provided that the Developer shall give ADD written notice specifying ADD failure and a reasonable opportunity for ADD to cure the defect.

Termination of this Agreement for Convenience

ADD may terminate this Agreement at any time by giving thirty (30) days written notice to the Developer of such termination or negotiating with the Developer an effective date. The Developer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Lack of Appropriated Funds

Should the RFI result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing ADD to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

ATTACHMENT A: PROJECT SITE PLAN

