

COMMUNITY MARITIME PARK ASSOCIATES, INC
REQUEST FOR PROPOSALS
Master Developer for the Community Maritime Park Project
Proposal No. 2007 – 03

Community Maritime Park Associates, Inc. (CMPA) is issuing this Request for Proposals (RFP) to the four developers identified through CMPA's Request for Qualification process defined in CMPA Proposal 2007 – 02.

Submissions provided in response to this RFP are due no later than April 15, 2008. This RFP seeks to solicit from each of the four candidates their Master Development Plan that describes their vision, concepts and implementation plans for the planning, design, development, marketing, financing, construction and operations of Site, Public and Private Improvements that collectively will comprise the Community Maritime Park (the "Project" or the "Park").

Immediately following the deadline for receipt of proposals, the proposals received will be opened and publicly acknowledged. A complete Proposal submission package consisting of one (1) original with signature and **twenty (20)** additional copies, (1) set of board-mounted illustrations not to exceed 30" x 40", one (1) set of the same illustrations at a reduced scaled in a format that can be reproduced on 11" x 17" copy and one (1) Portable Document File (PDF) electronic copy of the proposal on compact disc (CD) should be submitted to:-

Community Maritime Park Associates, Inc.
c/o Edward E. Spears, Administrator
Neighborhood & Economic Development Division
City of Pensacola
5th Floor, City Hall
222 West Main Street
Pensacola, FL 32521-0062
(850)436-5655 or fax (850)595-1143
E-mail: espears@ci.pensacola.fl.us

The information may also be hand delivered to CMPA, c/o City of Pensacola, City Hall (5th floor), 222 West Main Street, Pensacola, Florida. Statements received after the closing time will be returned unopened. **Proposals must clearly be marked "Proposal for Community Maritime Park Master Developer"**.

Questions regarding this procedural elements of this solicitation may be addressed to **Owen Beitsch of Real Estate Research Consultants (RERC)** whose contact information appears on page XX of this document. He and his firm have been retained to advise and to coordinate the collection and review of any submissions.

CMPA reserves the right to accept or reject any proposal, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of CMPA

COMMUNITY MARITIME PARK ASSOCIATES, INC

Lacey E. Collier, Chairman

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NOTICE OF INTENT TO REQUEST FOR PROPOSALS

Pursuant to the applicable provisions of the Florida Statutes and the Ordinances, Policies and Procedures of the City of Pensacola, Florida, Community Maritime Park Associates, Inc., through its Board of Trustees (the "Board") hereby formally requests proposals from the four developer led project teams to receive this proposal as selected by CMPA through Proposal 2007-02, Requests for Qualifications for Master Developer for the development of the Vince Whibbs, Sr. Community Maritime Park.

Objective of this Request for Proposals

The objective of this Request for Proposals is to designate a Master Developer with whom CMPA will enter into time-limited negotiations for a Master Development Agreement. The Agreement will be for the development of approximately 32 acres of waterfront property owned by the City of Pensacola, *and leased to CMPA under a Master Lease Agreement of March 27, 2006*. CMPA expects to identify that Master Developer who will: (a) develop the highest-quality, most comprehensive expression of the Board's and community's interests and objectives; (b) assure the most timely completion of the Project; and (c) provide the most significant financial contributions and assurances to the Project and CMPA.

Expectation of the Designated Master Developer

CMPA expects that the Developer obligations and responsibilities will be carried out within the framework of the Agreements, the Design Criteria and CMPA's Covenant with the Community as well as all applicable municipal, state and federal laws and regulations.

In particular, CMPA expects that the private sector Master Developer (the "Developer") with whom CMPA ultimately enters into a Development Agreement will act as its primary agent in implementing CMPA's vision of the Project. CMPA has defined a Phase I of the Project that includes all of the mandatory requirements of its Master Development Agreement and Master Lease with the City (together, the "Agreements") and a conceptual built out completion of the Project. Dependent upon Developer plans approved by CMPA, the Project and Site may be built out at once in a single phase or in multiple phases but the form of the proposal must satisfy the conditions of all Agreements in force

CMPA expects that the Developer will perform all tasks and discharge all responsibilities and obligations to first, oversee the development process that ultimately results in the construction of the specific site improvements (the "Site Improvements"); second, oversee the development process that results in the construction of all Public Improvements required in the Agreements other than the Maritime Museum (the "Museum"); third, coordinate its development obligations with the developer, if different, of the office building that will house the corporate headquarters of The Studer Group, LLC) (the "Office Building") required by the Agreements; fourth, develop, at its risk and on a timely, obligated basis, with the approval of the CMPA, private commercial, mixed-use and/or residential developments to build out the Project; fifth, operate and manage the Private Improvements (other than the Office Building); sixth, provide operating and management support to CMPA in executing its management responsibilities for the Public Improvements (other than the Museum); seventh apply funding designated by the City of Pensacola and the City of Pensacola CRA for certain improvements; and eighth secure whatever financial or funding is necessary to leverage the public's capital resources and to achieve all the responsibilities outlined.

Organization of this Request for Proposals

This Request for Proposals provides information to the potential proposers defines submittal requirements and describes the criteria by which those submissions will be evaluated.

Sections I and II provide an overview of the history of the Project and the Site. Section III (and its accompanying exhibits and/or links) describe the work done on and the decisions

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made by the CMPA, and its Design Criteria Team, relative to the design, development and financing of the Project to date. Sections IV and V inform proposers of the Development Principles that underlie the Board's development approach to the Project that will be encompassed within evaluation criteria, and provide for the Disposition Procedures that describe the Development Agreement negotiations and process with the designated Preliminary Developer. Section VI defines the submittal information that must be included in the Proposer Response to this Request for Proposals. Section VII defines, for the proposer, the criteria by which proposals will be evaluated, recommendations to the Board will be made, and Board selection of the designated Preliminary Developer will be made. Section VIII is the schedule of this Request for Proposal process and the General Conditions that apply to the selection process, the Developer, the Master Development Agreement and the CMPA. Section IX lists various exhibits.

SECTION I. Background and History of the Project

Approximately five years ago, three individuals, Dr. John Cavanaugh, President of the University of Florida, retired Vice Admiral John Fetterman and Pensacola businessman Quint Studer created the vision for what is now known as the Vince Whibbs Sr. Community Maritime Park. In 2004, seeking to expand the presence and deepen the involvement of the University in downtown Pensacola, to create a museum celebrating the history of and educating people about the maritime traditions of Pensacola and the State of Florida, and to create an iconic waterfront park that would contribute to the enjoyment and quality of life of Pensacola citizens while stimulating economic redevelopment of downtown Pensacola, they formed Community Maritime Park Associates, Inc. The vision of the founders has combined a unique Site that will enable the community to enjoy a dynamic, expansive public waterfront and Park on the western half of Downtown Pensacola, with a powerful element of the City's long-term strategy of renewal of access and uses of the waterfront to stimulate economic redevelopment of Downtown.

Through private funding, CMPA retained Urban Design Associates to create a conceptual master plan for the Site. The conceptual master plan was completed after a series of community participatory meetings and charettes. In March, 2005, Pensacola's City Council formally approved the conceptual plan, and, subject to final approval and execution of appropriate agreements, the issuance by the City of \$40 million of bonds to be funded with revenues from the Community Redevelopment Agency ("CRA"). The proceeds of the bond issue are to be used for site improvement and construction of the Public Improvements. The City issued a Request for Proposals to select a Master Developer of the Site, and selected CMPA. On March 27, 2006, the City approved the execution of a Master Development Agreement and a Master Lease between the parties. After the Agreements were executed, the action of the City Council was challenged in a referendum. The Project was approved in a referendum vote in September of 2006.

The Master Development Agreement and the Master Lease define specific obligations relating to the development of the Project, including conditions precedent that must be met before issuance of the bonds. All Agreements can be reached through the links below:

<http://www.ci.pensacola.fl.us/live/pages.asp?pageID=6480>

<http://www.ci.pensacola.fl.us/live/pages.asp?pageID=6482>

In general, these Agreements designate CMPA as the Master Developer of the Site. CMPA's obligations with respect to Site Improvements (including but not limited to obtaining permits, environment remediation and mitigation and infrastructure development), Public Improvements (a multi-use facility, a conference center, classrooms for the University of West Florida), Public Improvements required for the Project to proceed but not a CMPA obligation (the Maritime Museum), Private Improvements required for the Project to proceed

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but not a CMPA obligation (a 60,000 square foot office building) and Private Improvements to be developed by a private developer or developers are specifically defined in these agreements. Proposers should familiarize themselves with the Agreements and not rely upon this general summary.

In February, 2007, the Board issued an RFQ for Developers and an RFP for a Design Criteria Team. The Board short-listed the four recipients of this RFP in July, 2007. The Board selected a Design Criteria Team led by Caldwell Associates, Inc. to assist it in (a) developing criteria to guide the planning, architectural and landscaping design, and, development of the Project, (b) programs to define the CMPA Public Improvements and, (c) plans, applications and supporting work to support the Board's or City's application for permits required to develop, initially, the Site Improvements and subsequently the Public and Private Improvements. The Design Criteria Team began work in June, 2007.

In addition to architectural, engineering and planning firms, the Design Criteria Team also includes professionals that are assisting CMPA with respect to public/private development issues, financing approaches and solicitation of grants to bring additional public, other than City or County funds, to the funding of the Site and/or Public Improvements. The Design Criteria Team presented a draft of its planning and design concepts at a community workshop in September, 2007, and the Design Criteria were approved by the Board on October 11, 2007.

While The Board expects that these Design Criteria will guide the design of every facet of the Project, they are generally guidelines. The Board believes that the program specifications for the proposed multi-use facility and the conference center/classroom building as the minimum requirements for the development of those venues.

SECTION II. The Site, Uses and Preliminary Permitting or Regulation

Location and allocations of land uses

The 31.42 acre Site on which the Project will be developed is located immediately south of Main Street on Pensacola Bay. It is bounded on the south, east and west, by Pensacola Bay, except for the small parcels in the northeast and northwest corners of the Site. Parcel sizes for the different uses in the Project are as reflected on Exhibit ____.

Current site planning anticipates dredging the Bay to provide a series of wharfs, marinas and other facilities to provide direct access to and for water activities along the western side of the site. Deep water bulkhead and mooring facilities are planned for the southern, waterfront edge of the Site.

The Design Criteria and Master Site Plan adopted by CMPA's Board require the development of extensive infrastructure, needed to support future Public and Private Improvements. This infrastructure is defined in the Agreements as Site Improvements. The Site Improvements are discussed in more detail in the Section III of this Proposal.

The Agreements also define the Public Improvements required to be developed by CMPA and the University of West Florida. Those elements, required in Phase I, include the infrastructure necessary to support all Site Improvements; open park on the waterfront, the multi-use facility, the conference/classroom building and the Maritime Museum. Those elements required in Phase II include the Multi-Cultural Museum, the Maritime Research Institute and the band shell. The various Public Improvements are also discussed in Section III.

The Agreements in place define the Private Improvements including the Office Building that could be developed by a developer other than the Developer proposing to implement critical

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elements of the broader of the Project. These Private Improvements are, in general, those that are a major subject of this proposal. Acreage for private development will be sub-leased to the Developer by CMPA for approved private sector development.

Certain activities or uses are expected to occur in a fixed location on the Site. The Developer will have to comply with these requirements as they are described in the Site Design Criteria and are further amplified in Section III

Environmental Concerns (Remedial Action Plan)

Prior assessments of the project site have determined that the site soil and groundwater is contaminated with petroleum products. The contaminated areas are commonly referred to as the L7L Marine and Chevron Sites. During the previous attempt to develop this site Remedial Action Plans (RAP) were developed by Qore and approved by various state and local agencies. The approved RAP's specified limitations on development and actions regarding construction methods required to deal with the contamination. Among other requirements were the following broad points:

1. The site was required to be capped by either impervious surfaces or a two foot cap of clean soil. Any disturbance of the ground under the cap required removal of the existing soil and replacement of the cap. The cap essentially provided a barrier to prevent human contact.
2. A slurry wall was to be constructed along the east edge of the project to prevent migration of contaminated groundwater to the surrounding surface waters. In this project, the slurry wall is proposed to be replaced with an impermeable bulkhead wall. The sheets in the wall would be specially treated to provide the impermeable barrier.
3. Stormwater pond/treatment areas were required to have an impermeable liner under them to limit infiltration of water to the contaminated groundwater.

The preliminary design work within the Design Criteria Package has complied with the RAP developed for the previous project in anticipation that those document and institutional requirements would be re-approved. The Developer will be responsible for developing a new RAP(s). The RAP(s) must be completed and approved by the various local, state and federal agencies before work can begin.

The previous site assessment and RAP documents are numerous and can be reviewed by the Developer by contacting CMPA.

In addition to the RAP requirement, the Developer will be required to obtain Pollution/Environmental Impairment and Repair Liability Coverage in the amount of \$2,000,000.00. Any contractors working on the site shall also be required to obtain similar coverage in amounts commensurate with their work effort.

Site Permitting

The Developer and its design team are required to meet all applicable local, state and federal codes, ordinances, and regulations. The list following is only a partial listing; it is the responsibility of the Developer team to research and comply with the latest edition of all applicable regulations:

1. Florida Building Code, latest edition with latest amendments;
2. NFPA, latest applicable edition;
3. City of Pensacola Land Development Code, latest edition;
4. Florida ADA requirements, latest edition;
5. Emerald Coast Utility Authority;
6. Florida Department of Environmental Protection;

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7. U.S. Army Corps of Engineers; and
8. Northwest Florida Water Management District.

Volume III of the Design Criteria contains a list of site permit applications and related documents that, as of October 5, 2007, have been prepared and/or submitted to the Corps of Engineers and the Florida Department of Environmental Protection.

A FDEP 62-25 General Stormwater Permit has been acquired as a part of the Design Criteria Package efforts. Implementation of Northwest Florida Water Management District Environmental Resources Program (ERP) permitting on October 1, 2007 has created the possibility that this permit might not be necessary. It may or may not benefit the Developer to utilize this permit. It will be his responsibility to review the 62-25 permit issued and the final development, and determine the suitability of using the 62-25 permit. The Developer will also bear the responsibility of acquiring an ERP permit or modifying the 62-25 permit through the ERP process if the 62-25 permit is not made usable by the plan of development.

A joint application has been filed with the Corps of Engineers and Florida Department of Environmental Protection for the dredge and fill required to construct the Site. Additionally, the first Request for Additional Information (RAI) has been received from each agency and some Responses have been returned to those agencies. The Design Criteria Team is in the process of determining what other work is required to complete the responses to the RAI.

These permits are the critical path for the construction of the project. The Developer is required to inquire about the status of these permits prior to his submittal of a Response to this Request for Proposals.

Private Improvements and Thresholds for Development of Regional Impact (DRI)

The site has certain thresholds for development as defined in Section 380.06, Florida Statutes (2007), and Rule 28-24, Florida Administrative Code, for "developments of regional impact". The development thresholds defined in the statute and implementing regulations vary depending on the types of development. This planned development will be classified as a multi-use development, as defined in Rule 28-24.032 because there are two or more land uses. The determination of whether the planned development will exceed any DRI threshold set forth in Rule 28-24 shall be the responsibility of the Developer; however, it is the intent of the Design Criteria that the ultimate planned development stay under all applicable DRI thresholds for both individual uses and for a multi-use development, so that the planned development is NOT a DRI. The CMPA's application to the U.S. Army Corps of Engineers for a Joint Application for Works in the Waters of the State permit includes a statement to the effect that the expected ultimate development of all uses on the Site will fall below DRI thresholds. Any changes that affect the DRI or any permit must be approved by the CMPA and, as appropriate, municipal, local, state and federal agencies. All efforts regarding any potential change to the DRI status shall be done at the sole risk and expense of the Developer. It is the current expectation of the CMPA that the mix of uses of the ultimate development stay under established DRI thresholds.

Concurrency and Payment of Fees

There have been no provisions made for special exceptions on concurrency or other regulatory matters. The City and CMPA will work as cooperatively as they can in expediting any related reviews or approvals on these matters.

SECTION III. The Project and Key Design Elements

Overview

The Design Criteria Team (the "DCT") has developed programs for the Park and all related pedestrian accessible spaces as well as the multi-use facility and the conference

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center/classroom building. The DCT has created Design Criteria that define the character, design, style and materials that will apply to all Improvements (whether Public or Private) on the entire Site. This material may be found in Volume I, Pattern Book of the Design Criteria. Venue programs, preliminary venue specifications and site information documents are contained in Volumes II and III of the Design Criteria. All three Volumes of the Design Criteria along with the approved Phase I and Build-Out Site Master Plan may be accessed through the following link, <http://www.ci.pensacola.fl.us/live/pages.asp?pageID=7252>.

The locations of some activities, land uses, or structures are fixed. Except as explicitly noted, venue programs, preliminary venue specifications for multi-use facility and the conference center/classroom building, and certain design elements are guidelines to encourage the basic thresholds required. As for the architectural standards described in the Design Criteria, they are also guidelines but strongly encouraged.

The DCT has also developed an initial understanding of the potential total project costs to develop the Improvements required by the Agreement (other than the Museum and the Office Building). Because the CMPA has not yet received any responses to this RFP and because of uncertainties in the construction, financing and development markets, the CMPA has decided that a phased approach to the Project would be acceptable, if proposed through this RFP.

Execution and completion of Phase I will be a mandatory condition to an ultimate Development Agreement. Certain other Public Improvements (and related Site Improvements) as well as Private Improvements may occur simultaneously with Phase I or in one or more future phases.

CMPA expects that the Site and venue programs, described in the Design Criteria, will be implemented following the Design Criteria. The programs are an articulation of minimum expectations of the Board.

The Substance of Minimum Requirements for Phase I

The Design Criteria and Programs have been through many iterations. Again, those responding to this RFP are urged to understand fully the minimum requirements of Phase I from a content, programmatic and relative intensity standpoint.

In general, many land use activities are fixed and the broader waterfront area must remain open. Almost all Private Development can be sited in a way that supports the activity but does not intrude on the waterfront areas. The Design criteria are suggested guidelines but are strongly encouraged. Certain program elements are minimum and must be implemented as described. These various requirements or guidelines are amplified further below

The Site Master Plan and the Design Criteria

CMPA has approved a Site Master Plan and Design Criteria that locate and describe the Project. The Plan and the Criteria are designed to create, through Public and Private Improvements a place of many characteristics. The Project is intended to produce an entertainment and recreation destination for citizens and visitors. The Board expects an active sidewalk and street environment stimulated by ground floor retail and pedestrian related services and facilities. The Board is seeking to create a community that is of and serves many uses – educational, cultural, research, office, retail and residential. The Board does not see the Site as primarily a residential development on the Park and the waterfront. The Site Master Plan encompasses strategies that connect the site to downtown and that connect the waterfront to the community. Developer suggestions and solutions that assist in this integration and connectivity are amongst the criteria for evaluation as they go directly to both citizen use and economic development objectives described previously.

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The Developer has the freedom to relocate Private Improvements on those blocks and/or parcels labeled as mixed-use. The locations for all Improvements designated to occur in Phase I are fixed.

Site Improvements

In general, the planned Site Improvements will remediate environmental exposures, raise the site to a level of 13 feet above sea level in many areas, construct bulkheads on the eastern, southern and western waterfront edges of the Site, construct all required stormwater, wastewater, water conveyance and storage systems required for Public and Private Improvements, provide conduit for communications infrastructure elements, provide electrical capacity for currently anticipated development and develop a vehicular and pedestrian access system that includes the construction of new streets, sidewalks, curbs, promenades and a new square – DeVilliers Square.

Public Improvements

There are two categories of Public Improvements – first, the park which also extends to include various public spaces such as the gardens, squares, promenades, all street-scaping and landscaping and second, the venues, specifically the multi-use facility and the conference center/classroom building.

The Park and related public spaces are envisioned as a world-class, iconic expression of Pensacola and the site of numerous and different types of public gatherings and uses. These uses and gatherings may be as individual as fishing, landscape photography, and taking children to a play area and as collective as attendance at any of the numerous festivals held in Pensacola, such as the Shrimp Festival or the Festival of Five Flags. The Park, most of the street-scaping and some of the landscaping is a minimum requirement of Phase I. The gardens, the wharfs and marina, amongst others, can be developed in the future once the Private Improvements are defined and completed.

The multi-use facility has been programmed to accommodate a wide range of sports and entertainment uses such as concerts, high school and amateur football, soccer, lacrosse and baseball. The Pensacola Pelicans will play all home games at the multi-use facility. The venue program for this facility found in Volume II of the Pattern Book is the minimum requirement for this facility. The venue has been designed both to blend into the urban fabric that CMPA expects to see created on the Site and to be expandable as needed in the future.

The conference/classroom building will house two programs. The University of West Florida will open an Executive Business Training Center in this building. A public assembly space of approximately (11,000 square feet including pre-function and function space) will be developed above the classrooms. This flexible space is intended to provide to the City and the Community a public assembly space lost when the Auditorium that was on Palafox Pier was destroyed. The space is intended to be sub-dividable and flexible so that it can host events (sometimes more than one at a single time) that might range, as examples, from small corporate meetings to large banquet, sit down dinners to community fairs and shows such as a crafts show or a flower show. The program for this venue can be found in Volume II of the Pattern Book.

Funding support for the Project

Each respondent is strongly encouraged to review certain Conditions Precedent which is reflected in the Agreements effecting the relationship between the City of Pensacola and CMPA. Under the Agreements, if the Conditions Precedent are met, the City is obligated to issue bonds that provide \$40 million to the Project, with payment of the bonds being funded by revenues from the Community Redevelopment Agency. **In *Strand v. Escambia County*, 32 Fla. L. Weekly S587 (Fla. Sept. 6, 2007), as amended Sept. 28, 2007.**

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The Florida Supreme Court issued a ruling the result of which could be a requirement for an additional referendum before the City would be able to issue the bonds. Following the issuance of its opinion, the Supreme Court responded to extensive requests for it to rehear the case, and agreed to do so. Oral arguments were held on the petitions for rehearing and an additional opinion of the Supreme Court is now pending. The Board has decided to move ahead with the planning of the Project pending a further decision of the Supreme Court and further discussions with the City about alternative means of bond issue financing.

The Board has engaged Langton & Associates as a sub-consultant to its development and financing consultants. Langton & Associates is seeking State of Florida and Federal grants or appropriations to supplement the proceeds of this bond issue. The University of West Florida has also retained funding consultants to seek State, Federal, corporate and foundation grants for the Maritime Museum.

The City and CMPA have obtained public approval of and submitted a City application to the Environmental Protection Agency for a Brownfield Cleanup Grant, an application that has required City designation of the Site as a Brownfield and a State Department of Environmental Protection letter of support. The Board expects to continue to pursue a number of grant opportunities using the services of Langton & Associates until, at a minimum, the execution of a Development Agreement with a Developer. The Board desires that any grant solicitation efforts by any proposer before or after designation as the Developer be coordinated in a close working effort with these ongoing efforts of the Board.

Members of the Design Criteria Team have provided and assembled a preliminary, conceptual statement of potential project costs for Phase I. As a Condition Precedent under the Agreements, CMPA is required to provide these costs, which include the design, development, and equipping of the Site and Public Improvements.

As noted, The Board expects to obtain funds from outside sources such as State or Federal grants and/or Developer contributions that either provide additional sources of revenues or reduce expected costs. Respondents will be ranked in part on the ability to supplement these funds if needed.

SECTION IV. Community Commitments

Design and Development Principles

The Board and the Community have created and agreed upon a set of development principles, codified in many ways in the Design Criteria Package. CMPA will deliver to the Community and the City, through and with the Developer, a Project that addresses and meets or exceeds each of these principles.

Each response to this RFP will be evaluated within the context of these principles:

Design

- A. Adherence to the principles of the Design Criteria;
- B. Excellence of public environmental planning and design including both architectural and landscape elements;
- C. The integration and connectivity of the Project to surrounding neighborhoods and downtown Pensacola; and
- D. The use of green design and sustainability principles and techniques;

Development

- E. The diversity of uses – public, private, cultural, educational, recreational and commercial. Commercial, maritime and private uses complementary

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to those provided by the Public Improvements are particularly desired;
and

- F. The potential to stimulate additional adjacent or related complementary economic development or redevelopment;

Again, each respondent is obligated to understand how these principles must be implemented. Some are in flexible but many are fixed.

Local, Minority, Disadvantaged Business Participation

The extent and nature of meaningful local, minority, women-owned and small business enterprises (the "Enterprises") in every phase of Project design, development, ownership, construction, management and operations.

It is the intent of the Board that the Enterprises participate, commensurate with the ethnic and demographic diversity of the community, in every aspect of the Maritime Park Project. The specific policy and programmatic objectives of this participation have been formalized and adopted by the Board in The Community Maritime Park Covenant. The spirit of the Board's agreement with the Community, expressed through the Covenant, is that its terms are seen as a minimum to achieve rather than a goal. The designated developer will be responsible for implementing the terms and the spirit of the Covenant.

Ethnic participation will be measured first by percentage participation of each specific minority compared to its portion of the total population and then secondarily by the total participation of all ethnic minorities to their portion of the total population. Local participation will be measured first by the location of a business headquarters within northwest Florida in the area in which the first three numbers of the zip code are 325. Beyond that, local participation will be judged by the proximity of the of that firms' headquarters or principal place of business to the City of Pensacola first, Escambia County second and geographical proximity within the State of Florida third. Fifty percent (50%) of a business must be owned by a resident of Pensacola or the corresponding local governmental entity in which the business is located.

SECTION V. Review and Disposition Procedures

CMPA and the City prohibit communication to or with City Council members, CMPA Board Members, any department, bureau or employee during the submission process for the *purpose of lobbying or soliciting support for selection*. The only group of people with whom there shall be NO discussion are those members of the CMPA Board who are ultimately chosen to be members of the selection committee. Communication with those persons shall cease as soon as the committee is formed.

It is expected all communication will be confined to technical and procedural issues associated with the RFP.

- Questions regarding the RFP itself, procedural aspects of the RFP and continuing coordination of the review process should be addressed to **Owen Beitsch of Real Estate Research Consultants (RERC)** whose contact information appears on page XX of this document.
- Technical questions and clarifications on City policies may be directed to the appropriate City department as discussed further in this RFP

While the CMPA believes the information presented in this RFP is accurate, it is the responsibility of proposers to verify the accuracy of information contained herein before relying on such information. Communication with any parties for any purposes other than

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those expressly described here may cause an individual or firm to be disqualified immediately from participating in the development solicitation.

There will be a pre-bid meeting held early in February to review the procedures described here. Some procedures could change at that time. Otherwise the general process outlined in this RFP will be followed

Each developer must assemble a proposal following the outline in Section VI. A transmittal letter must accompany the submittal. *This letter must be signed by a principal representing the legal entity that has been established for purpose of pursuing this project opportunity. This entity must be created prior to the date of submittal*

A selection committee will review and rank the submissions received by the deadline. No further information shall be accepted after the deadline other than that which may be required as part of any public presentation(s).

At the end of the RFP proposal and review process, CMPA will rank the proposers with which it will negotiate. Those selected will be asked to pay a refundable \$5,000 deposit. This RFP process currently presumes the Preliminary Developer(s) selected will enter into negotiations with CMPA on the basis of their rankings and will prepare a draft Development Agreement (s) shortly after the selection is made. The *draft* Development Agreement will serve as the basis for discussions with the CMPA in working towards terms acceptable to all parties. CMPA reserves the right to draft the initial Development Agreement for discussion by the parties but is not obligated to do so.

The granting of exclusive development rights will be done through the execution of a *final* Development Agreement expected to occur in no more than 180 days. At the time of the Development Agreement is executed, the selected Developer will pay to CMPA \$75,000 as "earnest money" in consideration for the exclusive development rights. The selected Developer will be granted exclusive development rights for a period of up to one year, from the date of the execution of the Development Agreement. This Development Agreement will document the developer's concept, timeframe and assurances that the developer's plan will be implemented as proposed. Within this one-year period, the selected Developer will be expected to complete all necessary or remaining due diligence required to secure and close on the final leasehold interests.

If the Development Agreement with CMPA has not been executed within the anticipated 180 days, the designation of Preliminary Developer will be withdrawn. CMPA will then have the right to pursue other options including designation of another ranked Developer, to withdraw the RFP in its entirety, to reissue a new RFP and/or RFQ process or to take other actions relative to the development of the Project as it chooses in its own discretion.

The Development Agreement will create a coordinated framework for project implementation and will cause the timely design, construction and development of the project. The Agreement will provide a development and phasing schedule that will obligate the Developer to certain completions, provide assurances from the Developer of those completions and remedies in the event of failure to meet the schedule. CMPA expects there will be a time definite within which a certain level of Private Improvements, as well as Public Improvements, must be constructed by the Developer on the property and that failure to meet said schedule may result in penalties or the termination of the Agreement. The Agreement will also require the developer to provide firm financial commitments for the initial phase of the project. It will further specify the roles, responsibilities and obligations of the parties with respect to securing all required permits, approval and sources of funds from public sources, if any. The Agreement will codify the Developer's assurances the project will be implemented as proposed. These assurances could take different forms

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depending on the nature of the uses identified for the project. For example, the assurances might be anchor tenant commitments for a retail or restaurant component or other key elements, unqualified funding commitments, performance bonds, or some combination of these.

Specific elements of the Development Agreement are expected to:

- A. Obligate the Developer to create and implement the comprehensive Site Master Plan, presented in its RFP response, that includes:
 - a. Development Plan, including design and construction ;
 - b. Financing Plan;
 - c. Operating and Management Plan;
 - d. Community Responsibility Plan.
- B. Cause the timely design, construction and development of the Site Improvements.
- C. Cause the timely design, construction and development of the Public Improvements, by phases as discussed above, if agreed upon.
- D. Address DRI related or similar issues
- E. Cause the optimization of private development on those portions of the Site available for private development in the most timely and advantageous way for the Developer, CMPA and the Community.
- F. Cause all such developments and improvements to comply with:
 - a. The Design Criteria Package;
 - b. The Waterfront Overlay District requirements;
 - c. Restrictions of height and density including (unless otherwise agreed upon by CMPA and the City) a prohibition of densities and uses that would combine to require a designation by the Florida Department of Community Affairs of a Development of Regional Impact (DRI).
- G. Create an operating and management plan of all facets of the Site compatible with private development, maintenance and improvement of the Public Improvements and the maximization of public use of the Project.
- H. Provide a development and phasing schedule that will obligate the Developer to certain completions, provide assurances from the Developer of those completions and remedies in the event of failure to meet the schedule. CMPA expects that there will be a time definite within which a certain level of Private Improvements must be developed by the Developer on the Site and that failure to meet the schedule may result in the termination of the Development Agreement.
- I. Identify those financial terms, contributions, guarantees, incentives, land uses and disposition arrangements including terms for development of the private improvements; establishment of operating, maintenance and capital repair and replacement plans, all with appropriate protections against CMPA losses; and with performance incentives for the Developer, and establishment of appropriate returns and/or leverage on investment to the City and the Developer.
- J. Provide firm financial commitments from the Developer for the initial Phase I of the Project.
- K. Specify the roles, responsibilities and obligations of the parties with respect to securing all required permits, approval and additional sources of funds from public sources other than the City.
- L. Specify each fee of any character that may be earned by the Developer.
- M. Satisfy all of the Conditions Precedent of the Agreements.
- N. Create a public communication plan to ensure ongoing community input into the planning and implementation process of the Project.
- O. Implement and enforce the conditions and obligations of the Covenant with the Community.
- P. Identify ways and/or conditions under which either party might withdraw.
- Q. Define all other obligations, roles and responsibilities of each party to the agreement.

SECTION VI. Submission requirements and procedures for handling information

Please provide your materials, answers, or information in the order indicated, referencing each specifically by TAB as listed below. The specifications call for a transmittal letter authorizing the submission followed by eight additional tabs/sections with supporting information.

The information contained here will be subject to evaluation, based upon the criteria outlined in Section VIII, by CMPA. Material changes or deviations from the information presented in the RFP response -- in CMPA's sole discretion -- of (1) the members of the responding team, (2) the general orientation of the proposed concept described as part of the initial submission, or (3) the nature, scale, or quality of the project, may be a basis for disqualification during the selection process or constitute a default of the Development Agreement in the case of a Development Team which has been recommended for, or has executed, a Development Agreement.

All materials submitted become the property of wither CMPA or the City of Pensacola which may use same in any way they deem appropriate without objection from the responders

Submission Contents

Transmittal Letter

- a. Identify the lead proposer(s) and any persons who will have an equity interest in the project;
- b. Describe briefly those interests and the legal and financial relationships of the proposers' Project Team;
- c. State specifically the respondent has read and understands all procedures and criteria associated with the submission requirements
- d. Provide a brief summary of proposers' approach and concepts of the Project;
- e. Acknowledge receipt of this RFP and that all terms and conditions contained herein may be incorporated into the Development Agreement;
- f. State that the individual signing this letter is authorized to represent the legal entity *already created and submitting* the proposal
- g. State that the individual who will execute the Development Agreement is legally authorized to do so as a representative of the legal entity submitting the proposal

TAB 1. General Development Team Information

- a. Identify each organization that is a member of the Team and define their roles in the Project. *It is not necessary to provide materials on the proposer team that have been previously provided to the Board in the RFQ process. Rather, this section is intended to assist the CMPA in evaluation specifically the proposer and team members, with particular understanding of:*
 1. The individuals who will work on the Project, identifying the personnel that will work in a management or leadership role on the Project, at a minimum providing a resume for the project manager, lead financial executive, lead operations and management executive. Provide a detailed resume of the project manager with discussion of his/her experiences on similar projects along with at least 3 project related references.
 2. The inclusion of local, minority, women-owned and small business enterprises and their roles. Particular consideration will be given to

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those businesses located in northwest Florida within the zip code in which the first three numbers are 325.. Consideration will then, secondarily, be given to those firms in closest geographic proximity, within the State, to the City of Pensacola first and then to Escambia County.

- b.** Provide evidence or documentation attesting the *creation of the legal entity that has submitted the proposal* and will enter into the Development Agreement and provide a list all owners of interest and their shares of holdings.
- c.** Evidence that the Developer and the support team have the financial capacity to carry out its proposed Project concept and to honor any obligations and responsibilities negotiated.

TAB 2. Developer Experience

- a.** Firm development experience with comparable public-private and mixed use in-fill developments. Relationship and role of current proposed principals in previous projects. Descriptions of former projects should include dates, the nature of *specific* involvement both from a financial standpoint and from a management and implementation standpoint, implemented developments, size and uses, dates for completion, project cost, project architect, location and references. At least three examples implemented by the Developer are requested. Additional team examples are encouraged.
- b.** Financial information, including financial statement(s) and reference letter(s) from the developer's lender(s) attesting to the developer's financial capacity for projects of this scale that together with examples of prior undertakings will show the relative financial strength of the development entity, its connections to equity markets, ability to finance complicated mixed-use projects, and success in the implementation of public-private partnerships. To the extent permitted by law, financial statements that are labeled proprietary will be retained by CMPA as confidential.

TAB 3. Project Concept

- a.** Provide a Narrative description of Project Concept. Include written descriptions of:
 - 1.** Each of the Site Master Plan, Site, Public and Private Improvements;
 - 2.** How the proposed improvements address the Development Principles and Design Criteria;
 - 3.** Description of the proposed relationship of the Developer with CMPA, the City and the University of West Florida addressing:
 - Development of venues.
 - Management and operations of Public Improvements.
 - Project revenue generation.
 - 4.** A summary of the proposer's financial terms and relationships including:
 - Developer financial contributions, guarantees and/or support with respect to each of Site, Public and Private Improvements.
 - Terms of any proposed ground sub-lease with CMPA for development of Private Improvements.
 - Operating cash flows of CMPA including provisions against losses and for reserves for capital repairs and improvements.
- b.** Provide a Graphic description of the Project:
 - 1.** Conceptual Master Site Plan of Project concept at Build Out (30"x40").
 - 2.** Conceptual Private Improvements.

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- c. Delineate rental spaces, tenant types and circulation.
- d. Describe public approvals that must be obtained Including any
 - 1. Public approvals that will be required in addition to those either obtained by or identified by CMPA, as a result of proposer Project concept and expected milestones and timetables to obtain the approvals.
- e. Describe by Phase, the probable timing and schedule of each of the Site Improvements, Public Improvements and Private Improvements to be designed and constructed.

TAB 4. Describe the financing of the Project

- a. Provide an overall narrative describing your financing approach, summarizing:
 - 1. The relationships of all of the parties.
 - 2. The financial requirements of each of the parties.
 - 3. The obligations of each of the parties.
- b. Provide in your financing proposal clear, detailed pro formas of each of the development and ongoing operations of the Project that show:
 - 1. Estimates of total project development costs by major division by Site, Public and Private Improvements with separate line items for the Museum and Office Building.
 - 2. Normal, stabilized operating cash flows for all Public Improvements showing.
 - Operating revenues by type including tenant income in Public Improvements, identification of ancillary revenues such as, but not limited to, food, beverage and concession income, advertising and sponsorship income, naming rights income, event activity and income.
 - Operating Expenses by type.
 - Ground sub-lease payments to the City of Pensacola.
 - Event expenses by type.
 - Management and all other fees.
 - Reserves for operations.
 - Reserves for capital repair, replacement and improvements.
 - 3. Pro formas must clearly delineate phasing, development, lease-up and stabilization periods.
 - 4. Pro formas must include a capital financing plan that:
 - Identifies financing sources by Phase of Project.
 - Shows all sources and uses of funds.
 - Shows all financing and development fees and overhead costs accruing to either the legal entity submitting the proposal or to associated companies
 - Identifies any financing gaps and shows how such gaps shall be filled.
 - Identifies all public sources of funds, with the limitation of City contributions to the approved \$40 million CRA bond issue.
 - ... Identification of State and Federal grants indicating amounts, timing, obligations, schedule to obtain.
 - ... Any other requested public incentive
 - Shows clearly and identifies the timing and amount of all private and proposer sources of capital for the Project including:
 - ... Contingencies for Phase I.
 - ... Timing, nature and amount of developer contributions for each phase of the Project.

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5. The developer's financing proposal must be accompanied by a letter(s) of preliminary commitment addressing the particular construction and permanent financing approaches likely to be employed and expectations regarding the sources of proposer capital and/or credit support for proposer capital or security to support proposer assurances. *This correspondence is a mandatory condition of this RFP.*
6. Describe with specificity, the guarantees, bonds and assurances that will be provided to ensure the completion, on time and within budgets, of each phase of the agreed upon construction.
7. Provide a specific proposal to CMPA of the terms and conditions of a ground sub-lease that Developer will seek for each of the Private Improvements as required under the terms of CMPA's Master Lease with the City.

TAB 5. Describe the marketing of the Private Improvements including, for example, preliminary estimate of pricing, lease or rental terms with respect to residential units and other pertinent information to understanding the positioning of the concept.

TAB 6. Describe how the Project will be operated and managed

1. Provide a detailed discussion of proposer's plan to provide operating and management services to CMPA that addresses each of the following:
 - CMPA staff and Board activities.
 - Management of all Public Spaces and Public Improvements.
 - How proposer's Private Improvements will be managed.
 - The management scope, relationship, services and fees with and for the University of West Florida with respect to any or all of the Museum, the band shell, the classroom spaces, the conference center, the future Maritime Research Facility and the future Heritage Center.

TAB 7. Describe how proposer will assist, support and ensure that CMPA and proposer meet or exceed terms and spirit of CMPA's Covenant with the Community. Provide a description and approach to implementing the Contractor Academy as described in the Covenant.

TAB 8. Provide a schedule for the complete Project that includes

1. Execution of Development Agreement.
2. Preparation of design plans.
3. Obtaining of necessary permits and approvals
4. Resolution of obvious concurrency or DRI related issues
5. Preparation of working drawings.
6. Obtaining construction and permanent financing.
7. Construction of Site Improvements.
8. Construction of Public Improvements.
9. Marketing and pre-lease of Private Improvements.
10. Construction of Private Improvements.
11. Project Completion.

Pre-bid meeting

The date is not yet set *but attendance is mandatory.*

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Questions about Procedures or Process

As noted elsewhere, communications are expressly prohibited for purposes of lobbying CMPA Board members. Contact with CMPA Board members or members of the Pensacola City Council is strongly discouraged.

Procedural matters about the RFP itself and matters about the process which may require interpretation should be directed to Owen Beitsch

Owen Beitsch, PhD, AICP, CRE
Real Estate Research Consultants
14 East Washington St
Suite 500
Orlando, FL 32801
(407) 843—5635
OMB@RERCINC.COM

It is not necessary to put inquiries in writing, but there could be a compilation of answers or comments for distribution to all potential responders if this information is deemed to have a bearing on the broader procedural process. Any inquires of a procedural nature must be received *no later than 21 days before* the proposals are actually submitted to assure that the answers can benefit others if necessary.

Technical Questions about approvals or regulatory matters

Questions about the property itself, zoning matters, approvals, regulatory procedures or other technical matters should be made directly to persons respondents believe are positioned to address the matters *including* the appropriate City staff. Similarly, matters of state or federal policy review(s) should also be handled directly as indicated elsewhere in the RFP. It is presumed these technical staff would be the channels of communication open to any citizen or developer seeking to complete a due diligence assessment of a property available for sale, deployment or use.

As to protocols under the control of the City, whether or not these questions must be submitted in writing for proper disposition are subject to the determination of the specific department ordinarily handling such questions or issues.

While this RFP does not itself require questions of a technical nature to be in writing, the Board of CMPA perseveres the right to distribute notices if it is aware of a material error that adversely affects the broader procedural aspects of coordinating this RFP. The information distributed with this RFP is assumed to be correct but it must be verified as though the process were a privately initiated activity, and the respondents assume the responsibility for relying on any regulatory advice that might be extended in the course of discussions. There are no deadlines on addressing questions of a technical nature.

Revisions

Revisions may be needed to address questions, schedules, general submission requirements, or other matters that come to the attention of the Board or its advisors.

SECTION VII. Selection Process and Evaluation Criteria

Introduction

Proposer responses will be evaluated by a team of CMPA Board Members or their designees, City Staff and consultants to either party including members of the Design Criteria Team. Notwithstanding other comments or directions regarding contact with Board or Council members, those members of the CMPA Board ultimately comprising the actual review or selection committee will *not be available to responders for discussion purposes of any kind.*

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The review team shall provide an analysis of the submittals and provide a written summary of that analysis along with selection recommendations to the Board. Upon designation of a Preliminary Developer, the disposition process and timelines described in Section V above shall begin.

The criteria following will be those used to evaluate each proposer submittal. Each proposal will be ranked using these criteria. The criteria fall into six categories:

- Preferred uses, project goals and objectives
- Development team experience
- Reasonableness and integrity off the project concept
- Proposed financial, terms and conditions
- Project schedule
- Broad commitment to the covenant with the community and approach to implementing the contractor academy
- Overall quality of the project concept.

Evaluation and ranking within each of these categories of criteria is a combination of analysis, judgment and evaluation of different factors. Those factors are identified in the discussion following.

Preferred uses, project goals and objectives

- Highest quality, most comprehensive expression of CMPA and Community's interests and objectives.
- Avoidance of DRI thresholds
- If not avoided, strategies for addressing same
- Most timely and immediate completion of each phase and build-out of the Project.
- Most significant financial contributions and assurances provided to the Project to assist in its funding.
- Adherence to the Design Criteria.
- Excellence of planning and design, both architecture and landscape.
- Integration and connectivity to the surrounding neighborhoods and to downtown Pensacola.
- Green design and application of sustainability principles and techniques.
- Diversity of uses proposed with additional consideration given to commercial and maritime uses.
- Potential to stimulate additional economic development or redevelopment.
- Extent of local and minority participation in the project plan

Development team experience

- The experience of the lead proposer and major team members (in previous similar projects.
- Satisfaction of roles in other public/private initiatives
- Complexity of other public/private initiatives
- The inclusion of local, minority small businesses in the Team and their roles.
- The qualifications and experience of the Project Manager.
- The qualifications and experience of additional key team members
- The financial capacity of the Team

Reasonableness and integrity off the project concept

- Quality, nature and character of the Site Master Plan and the proposed uses
- Leverage or use of the budgeted \$40,000,000
- Approach to the development process.
- Operations and management plan.

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- Conformance with the Design Criteria.
- Overall reasonableness and feasibility of executing the Plan and its ability to address market feasibility, financial feasibility and operating issues.

Proposed financial, terms and conditions

- The timing, nature and amount of proposer contributions and assurances to each phase of the Project.
- The level of equity and capital commitments of proposer.
- The assumptions of risk by the proposer.
- The security and letters of commitment to assure execution of the project.
- The extent of additional State and Federal grants proposed to be brought to the project and the reasonableness of those estimates.
- Any additional incentives requested by proposer beyond those explicitly offered by CMPA in the course of the next several weeks prior to the actual receipt of proposals.
- The development pro formas including evaluation of proposer fees at each stage of the project.
- The operating cash flows and pro formas including evaluation of proposer fees at each stage of the project.
- The terms and conditions of the sub-ground lease with the City
- Ability to implement the project within the limitations of current budgetary expectations
- Minimal reliance on other funding requests involving CMPA or others directly involved in implementing this project.

Project Schedule

- Ability to meet conditions precedent of the Agreements.
- The expediency of completion of each of the Site, Public and Private Improvements.
- Expected completion of Phase I.
- Expected completion of Build-out.

Broad commitment to the covenant with the community and approach to implementing the contractor academy

- Extent and nature of each of local, small business, minority and women-owned businesses in each aspect of the project.
- The plan to implement The Covenant with the Community including a Contractor Academy.
- Waterfront access

Overall quality of the plan

- CMPA expects that the Developer obligations and responsibilities will be carried out within the framework of the Agreements, the Design Criteria and CMPA's Covenant with the Community as well as all applicable municipal, state and federal laws and regulations.
- Plan(s) and offer best meets Board's expectations

SECTION VIII. Schedule going forward

This Request for Proposal will be administered on the following schedule:

| Milestone | Deposit and Conditions | Date |
|---|---|--------------------|
| Release of RFP | NA | January 31, 2008 |
| Pre bid meeting | NA | XXXXX |
| Deadline for requests for RFP clarification and questions | NA | March 1,2008 |
| (Responded to by City as addendum if necessary) | NA | March 15, 2008 |
| Deadline for submission of proposal | NA | May 1, 2008 |
| Anticipated Selection for Negotiation | \$5,000 deposit due with 72 hours of formal notification <i>(refundable with interest if not selected; hard deposit if development agreement is executed)</i> | May 1, 2008 |
| First Draft of Development Agreement Submitted to City by top ranked developer(s) | NA | June 1, 2008 |
| Second Draft of Development Agreement Submitted to City by final selected developer | \$5,000 deposit plus interest refunded to developer(s) no longer being considered | July, August, 2008 |
| Anticipated Executed Development Agreement | \$75,000 non-refundable payment <i>(for exclusive right to develop site for up to one year; will be credited to additional fees or other financial requirements at closing)</i> | October 31, 2008 |
| Anticipated Property Closing Date | \$80,000 previously paid plus interest will be <i>credited</i> to final agreed upon financial terms following substantial performance of development agreement | November 1, 2009 |

SECTION IX. EXHIBITS

1. WEBSITE ADDRESSES FOR APPLICABLE LINKS.
2. CMPA PHASE I AND BUILDOUT SITE PLAN.
3. PROGRAMS OF SITE AND VENUES FROM DESIGN CRITERIA TEAM.
4. AERIAL PHOTOGRAPH.
5. NAMES FOR CONTACT