

REQUEST FOR PROPOSALS
FRENCHTOWN REDEVELOPMENT PARTNERS, LLC
Tallahassee, Florida



Solicitation Issue Date: November 8, 2017
Proposal Due Date: January 15, 2018

EXECUTIVE SUMMARY

Background. Frenchtown Redevelopment Partners, LLC (“FRENCHTOWN REDEVELOPMENT PARTNERS”) is issuing a Request for Proposals for the redevelopment of Frenchtown, a key site in the growing revitalization of Tallahassee, Florida. Frenchtown is a short walk to Downtown and a short bike ride to Midtown and the universities.

The Project will consist of approximately 4.55+/- acres of the “New American Urbanism” trend consisting of shopping, commercial (retail, lodging and office) and residential space with everything within walking (or short public transportation travelling) distance designed to achieve a balanced and measured economic growth that all community stakeholders view as optimal and desirable.

Submission Requirements. Five (5) bound originals and (2) electronic copies (PDF format) of the proposal must be submitted on or before 2:00 P.M. Local Time, on January 15, 2018 and must include all items specified in this RFP. Proposals submitted after the deadline will not be considered.

Five (5) bound originals and (2) electronic copies of the proposal shall be submitted to:

Frenchtown Redevelopment Partners, LLC
428 W. Tennessee Street
Tallahassee, Florida 32301
Attn: Keith Bowers

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1. INTRODUCTION

Frenchtown Redevelopment Partners, LLC (“FRENCHTOWN REDEVELOPMENT PARTNERS”) is seeking proposals from experienced real estate developers to revitalize an area of Tallahassee commonly known as Frenchtown by creating a sustainable economic base along with employment opportunities, wealth creation, role models, and improved local infrastructure.

The redevelopment initiative should focus on the planning, design, construction and operation of a complete, innovative and sustainable development that will fit perfectly with the surrounding neighborhood. Successful redevelopment can return cultural, social, recreational and entertainment opportunities, gathering places, and vitality to older centers and neighborhoods. Attention to design of the redevelopment is essential to ensure that the new development fits the existing context, and gains community acceptance. A cooperative partnership among government, the development community, financial institutions, non-profit organizations, neighborhood organizations and other resources is essential to achieve this success.

Respondents to this RFP may propose any mix of uses that will advance the Development Goals and meet all Development Requirements described in Sections 2 and 3 below. Proposals should provide for the redevelopment of the entire Site (as defined herein) under one or more of the following scenarios: 1) purchase; 2) long-term lease; (3) fee for development; or 4) a combination thereof.

Frenchtown Redevelopment Partners, LLC

FRENCHTOWN REDEVELOPMENT PARTNERS is a limited liability company, comprised of Bethel Missionary Baptist Church (“Bethel Baptist”) and business and property owners located in the initial Frenchtown target area. The goal of the FRENCHTOWN REDEVELOPMENT PARTNERS is to bring to bear all of its resources to revitalize the Frenchtown area, which was once a thriving, vibrant area for African-American culture in the Tallahassee area and an economic, social and commercial “hub” for blacks in the region. Bethel Baptist has been a part of this community since 1870 and became the focal point of economic and community life. In 1987, Bethel Baptist started the revitalization of Frenchtown with the establishment of the C.K. Steele Summer Camp. Bethel Baptist has since acquired properties in the Frenchtown area and became the catalyst for change, purchasing the Bethel Family Restaurant, founding the Steele-Collins Community Charter School and constructing Bethel Towers, Bethel Family Life Center, and Carolina Place Subdivision.

Site and Project Information

The Project will be situated on the property bounded on the east by N. Martin Luther King, Jr. Boulevard, on the south by W. Tennessee Street, on the west by N. Macomb Street and on the north by W. Virginia Street and is approximately 4.55+/- acres (the "Site"). Currently situated on the Site are the following business and properties (some of which may choose to remain on the Site and be included in the Project):

- Economy Drugstore
- Beauty Salons and Barber Shops
- Cafes and Restaurants
- Rental properties

Please see Appendix A for a map of the Site.

The City of Tallahassee Community Redevelopment Agency has completed a Feasibility Analysis prepared by GAI Consultants, Inc. dated April 2017. The Feasibility Analysis included the property commonly known as the Shelter site in the Greater Frenchtown/Southside Community Redevelopment Area (the "CRA") and it analyzed the feasibility of future development options in the CRA area. The Site is located in the CRA area. For a copy of the study, please email Keith Bowers @ keithbowers@comcast.net.

2. DEVELOPMENT GOALS

FRENCHTOWN REDEVELOPMENT PARTNERS invites Respondents to submit proposals that maximize the benefits to Tallahassee's economy, improve the quality of life of its citizens, provide strong public spaces, and increase Frenchtown's long-term sustainability through the community-supported redevelopment of the Site.

FRENCHTOWN REDEVELOPMENT PARTNERS are aiming to advance the "Greater Frenchtown / Southside Community Redevelopment Plan" which was adopted in 2000 by local government officials.

FRENCHTOWN REDEVELOPMENT PARTNERS intends that the Project is a practical mix of shopping, residential and commercial uses, clustered near schools and other civic amenities, essentially with everything within walking (or short public transportation travelling) distance. The architectural sensibilities of the "new" Frenchtown will be shaped and inspired by the historical natural beauty of the area, transforming it into an active, imaginative and inspiring place.

Transforming Frenchtown will first require recognition of the obvious "resources" that surround it. The first and most obvious resource is the land itself and its unique location in the

heart of Tallahassee, blocks from downtown and the Capitol, one block away from Florida State University and less than a mile away from Florida A & M University. Other resources include a burgeoning multi-modal transportation system; an emerging commerce-friendly environment and lower cost of living; and, a changing progressive, business-ready political atmosphere.

The FRENCHTOWN REDEVELOPMENT PARTNERS' strategic priorities are:

Economic Development

The preservation of existing businesses on the Site while creating and expanding economic opportunities, encouraging new business investment and development, creating and sustaining jobs, increasing the tax base, and improving the quality of life in the community.

Financial Viability

The financial viability of the Project.

Conservation

Utilization of best practices in environmental stewardship and conservation and attainment of the LEED certification, where possible.

3. DEVELOPMENT REQUIREMENTS

FRENCHTOWN REDEVELOPMENT PARTNERS will consider a variety of ownership, management and financial transaction structures that may include, but not be limited to:

- All-cash sale of the Site;
- Long-term ground lease of Site with net upfront payment;
- Long-term ground lease of Site with annual payments;
- A sale of some or all existing improvements and the long-term ground lease of the land and any remaining property;
- Fee for development of the Site.

Under a sale, it is intended that the Site will be conveyed at closing to the developer chosen for the development of the Site (the "Designated Developer"), and that the Designated Developer will hold title during development of the Site.

Under a long-term ground lease, it is intended that the Designated Developer will commence the lease of the Site at lease execution and will hold the lease during development of the Site. The Designated Developer will be required to enter into a Development Agreement with FRENCHTOWN REDEVELOPMENT PARTNERS that provides the terms of any phasing of the

Project and agreements to develop the Site in compliance with the proposed development plan. At lease termination the improvements not owned by FRENCHTOWN REDEVELOPMENT PARTNERS would revert to FRENCHTOWN REDEVELOPMENT PARTNERS.

If a long-term ground lease is proposed, the following types of rental payments will be considered and are encouraged:

- An initial deposit payment upon execution of the lease and commercial closing
- A base rental payment schedule (which could include a portion of base rental payments during construction), with annual escalations, or alternatively a single up-front pre-payment of all rent due under the lease
- A share of and/or compensation for future increases to the Site's accumulated property value and/or future rental revenues

The term of a long-term ground lease shall be appropriate to permit the acquisition of sufficient financing and investment capital to support the types of uses contemplated by this RFP as proposed by the Designated Developer and approved by FRENCHTOWN REDEVELOPMENT PARTNERS. Respondents are required to include specifics regarding the terms, conditions and the initial duration of the lease term and any renewal periods. The long-term ground lease proposal is expected to be for both land and improvements and triple net with no ongoing obligations by FRENCHTOWN REDEVELOPMENT PARTNERS as landlord.

In the event of the lease, FRENCHTOWN REDEVELOPMENT PARTNERS's fee ownership and rental income stream shall not be subordinated. Prior to closing, it is anticipated that FRENCHTOWN REDEVELOPMENT PARTNERS and the Designated Developer will agree to appropriate covenants and restrictions that will preserve the proposed use of the Site for a specific or general purpose for a given period of time.

FRENCHTOWN REDEVELOPMENT PARTNERS shall have the absolute right to approve or disapprove any assignment or transfer of any long-term ground lease and intends to participate in any proceeds from any such assignment or transfer. No assignment or transfer of the lease shall be permitted prior to three years after stabilization. Any long-term ground lease shall provide throughout the term of the lease that the Project shall be managed by a qualified person, firm or corporation with demonstrated experience managing comparable developments. Any long-term ground lease or other transfer document must include provisions with respect to any property at the Site still owned by FRENCHTOWN REDEVELOPMENT PARTNERS (the "Retained Property"); the acknowledgement that FRENCHTOWN REDEVELOPMENT PARTNERS shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project; and the acknowledgement that the Designated Developer agrees to defend, indemnify and hold harmless FRENCHTOWN REDEVELOPMENT PARTNERS, and its agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the FRENCHTOWN

REDEVELOPMENT PARTNERS indemnitees. The Designated Developer shall assume maintenance, security and all other related owner obligations on the Site and on the Retained Property, including insurance that names FRENCHTOWN REDEVELOPMENT PARTNERS as a named insured on a primary and non-participatory basis, with full waiver of subrogation.

The determination of whether FRENCHTOWN REDEVELOPMENT PARTNERS will elect to transfer the Site by sale, lease, or a combination thereof, will depend on the Proposals received and FRENCHTOWN REDEVELOPMENT PARTNERS's assessment of its best interests. Although FRENCHTOWN REDEVELOPMENT PARTNERS is requesting Proposals for sale, lease, or a combination thereof for the Site (land and improvements), FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right to request alternative or revised proposals that reflect a lease of the land only, or a sale or lease of all or a portion of the improvements, or a combination thereof. FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right to make such requests to all Respondents or to a subset of all Respondents as set forth in Section 5. Any such Respondents still under consideration will potentially be given the opportunity to revise their Proposals and any related provisions of the RFP may be amended or supplemented as deemed necessary.

FRENCHTOWN REDEVELOPMENT PARTNERS will consider Proposals that request FRENCHTOWN REDEVELOPMENT PARTNERS to finance a portion or all of a Respondent's required ground lease payments during the construction period. Other long-term financing by FRENCHTOWN REDEVELOPMENT PARTNERS may also be available. If a Proposal is made contingent on receiving financing from FRENCHTOWN REDEVELOPMENT PARTNERS, the Respondent should include proposed terms for such financing in their Proposal.

4. PROPOSAL REQUIREMENTS

The following are submission requirements and conditions for all Proposals responding to this RFP. FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right, in its sole discretion, to reject any Proposal that is deemed incomplete or unresponsive to the RFP requirements. FRENCHTOWN REDEVELOPMENT PARTNERS also reserves the right, in its sole discretion, to reject any and all Proposals for any reason or for no reason, and to proceed (or not proceed) with the development of all or any portion of the Site (either by itself or in conjunction with one or more third-party(ies)) without completing this RFP process.

In evaluating the capabilities of the Respondent and the proposed Project, FRENCHTOWN REDEVELOPMENT PARTNERS may utilize any and all information available (including information not provided by the Respondent). Proposals should clearly and concisely state the unique capabilities, experience, and advantages of the Respondent and the proposed Project, and demonstrate the Respondent's capability to satisfy the requirements and objectives

set forth in this RFP. FRENCHTOWN REDEVELOPMENT PARTNERS further reserves the right to ask additional written or oral clarifying questions to all Respondents or to a subset of Respondents. The initial Proposals should be no longer than 200 pages of text, including the completed forms which are attached as Appendix B.

Respondent's Proposal for the Site should assume that any interest in the Site will be transferred in "AS IS" and "WHERE IS" condition. Each complete Proposal for the redeveloped Site must contain the following elements:

4.1. Respondent Description

Each Respondent submitting a Proposal must demonstrate sufficient financial resources, creditworthiness and professional ability to develop the Site in a manner consistent with its Proposal.

Each Proposal must include a description of the Respondent owner (under a sale) or tenant entity (under a long-term lease) and the development team, including:

- The intended ownership, management and control and structure of the owner or tenant entity and any proposed partnership or joint venture must be clearly explained. A chart/diagram of the owner or tenant entity, showing structure (percentages) of ownership and investment must be included.
- Name, address, phone number and email of each manager and member of the owner or tenant entity. Respondents must provide the Federal EIN numbers of the development entity and identify a primary contact person.
- Current operating budget and previous three (3) years of audited financials for all entities with an ownership interest in the Proposal.
- A copy of the most recent credit report for key members of the owner or tenant entity.
- Documentation addressing whether the Respondent, or any participating member of the team, has been involved in any litigation, arbitration, proceeding or legal dispute regarding a real estate venture during the past five years.
- Evidence of ability to finance the Project including letters of interest and/or intent from equity sources and lenders.
- Evidence of Designated Developer's commitment to pay, from the date of its conditional designation, the security deposit.
- Evidence of Designated Developer's commitment to pay the full purchase price for all or a portion of the Site (including 10% at designation and balance at closing, if a purchase transaction) or 10% of the net present value of the schedule of lease payments (at designation, if a lease transaction).

- Any additional documentation or information evidencing the capability, resources, expertise, assets and financial strength of the Respondent and its ability to complete the Project in a timely manner.

4.2. Project Description

The Project description should contain a detailed narrative describing all relevant aspects of the Project and any plans/timing of phasing of the development, including but not limited to the following.

- The proposed use(s) and building program.
- Type, bulk and size of each component of the development program (gross and net square footages.)
- The nature and size of parking facilities.
- Description of the proposed uses, a list of potential tenants and any letters of interest and/or intent from, potential tenants and a description of how such tenants align with the Development Goals set forth in Section 2 of this RFP.
- The plan, process and schedule to advance the Development Goals set forth in Section 2 above.
- The plan, process and schedule to meet the requirements of Section 3 above.
- The estimated construction budget and schedule.

4.3. Financial Offer Terms

Respondents are encouraged to submit offers to purchase the Site, long-term ground lease the Site, and/or purchase a portion of the Site and to enter into a long-term ground lease for the remaining portion of the Site.

For Respondents wishing to propose a purchase offer for the Site, a purchase price offer must be expressed in a fixed dollar amount to be paid at closing. Under a purchase scenario, transfer of title will be by quit-claim deed (without any representations or warranties) at the closing.

For Respondents wishing to propose a long-term ground lease offer for the Site, Respondents should delineate all significant proposed lease terms including, but not limited to, proposed lease duration, a proposed schedule of escalating lease payments, and all major lease termination or renewal contingencies.

Under both purchase and long-term ground lease scenarios, the Designated Developer will be required to enter into a Development Agreement that includes the terms of any phasing

of the Project and agreements to develop the Site in compliance with the proposed development plan.

4.4. Site Plan and Architectural Design

Each Respondent submitting a Proposal must provide a preliminary site plan, conceptual design and summary of the proposed building program for the Project with square footages for each use.

The architectural drawings and plans will be completed by the firm of Fitzgerald Collaborative Group, LLC, in collaboration with the Designated Developer incorporating the concepts proposed in the response submitted to this RFP.

4.5. Development Timeframe

Respondent must submit a development timeline (subdivided into phases, if necessary), identifying the commencement date, estimated length of time and completion to reach key milestones, including: commencement and completion of due diligence and design; submission and processing of permits and authorizations; development, construction and long-term financing; commencement and completion of construction; plan for marketing and targeting potential tenants; and operational stabilization for each component of the development program. Any contingencies that may affect this time line should be clearly identified.

4.6. Flood Zones

To our knowledge, the Site is not located in a flood zone. However, each Respondent should do their own due diligence.

4.7. Team Member Qualifications

- Identification and qualifications of each member of the development team, including all persons or entities that will provide services to plan, design, develop, or operate the Project, (including the attorney, architect, engineer, general

contractor and other professionals, as appropriate) including leasing and management, who will be involved with this Project.

- A description of similar projects undertaken by the members of the Respondent's team, particularly mixed-use, urban development projects (including a statement of the dollar value of such projects, the project manager's name and key partners, where applicable).
- A summary of the availability of each of the principal members of each firm and commitment to the Project.
- Documentation addressing whether any participating team members have been involved in litigation, arbitration, proceedings or legal dispute regarding a real estate venture during the past five years.
- Background information of the owner or tenant entity, including resumes describing the relevant experience of all principal members. This information must be submitted for every participant in a joint venture or special purpose entity and should highlight similar projects (including a project description and approximate dollar value for each).

5. SELECTION CRITERIA

Proposals will be reviewed by FRENCHTOWN REDEVELOPMENT PARTNERS and/or their designees. Also, see Section 12 – Proposal Review Process. When evaluating proposals, the following equally-weighted selection criteria will be considered:

Consistency with Development Goals: Thoughtful approach to addressing the Development Goals articulated in Section 2 of this RFP.

Consistency with Requirements: Thoughtful approach to addressing the Development Requirements articulated in Section 3 of this RFP.

Financial Feasibility: Respondent's demonstrated financial condition and creditworthiness to fund, finance and complete the Project; availability of identifiable funding sources to finance the development and initial construction of the Project; sufficiency of projected revenue to support operating expenses, scheduled payments related to capital costs, reserve fund contributions and debt service.

Employment Impact: Creation of construction and permanent on-site jobs and payroll, as well as internship positions for local university students.

Economic Impact: Projected expenditures, construction costs, annual operating costs and other direct spending that will help spur economic activity.

Financial Payment: Purchase price or lease value and negotiated Common Area Maintenance ("CAM") contribution.

Development Team Qualifications: Experience, development skills, and financial resources necessary to complete a high-quality Project on time and within budget.

Tenants and Tenant Mix: Development of a strong mix of ground floor and upper floor tenants that add to the activation and attractiveness of the Frenchtown area.

Public Space: Provide high quality and attractive spaces that invite use and encourage staying.

Schedule and Timing: Proven ability to develop, permit, finance, construct and complete the Project in a timely manner.

Prior to selecting the Designated Developer, FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right to remove Respondents from competitive consideration at any time based on these criteria and/or a failure to achieve minimum satisfaction of the development goals. In order to remain in competitive consideration, Respondents are encouraged to present their most competitive Proposal terms at each stage of the RFP process.

FRENCHTOWN REDEVELOPMENT PARTNERS also reserves the right to conduct interviews with or pose questions in writing to individual Respondents in order to clarify the content of their proposals and to ensure a full and complete understanding of each proposal. FRENCHTOWN REDEVELOPMENT PARTNERS may ask different or additional questions to different Respondents in the context of any individual interview or in writing. FRENCHTOWN REDEVELOPMENT PARTNERS shall convene a committee of staff who shall be permissible contacts for the purpose of such interviews, and Respondents who are invited to interview or provide additional information will receive additional instructions upon their invitation. Currently, FRENCHTOWN REDEVELOPMENT PARTNERS expects that interviews will be conducted (at their option) in January, 2018.

6. DEVELOPER DUE DILLIGENCE

Respondents should assume that the Site, including land and existing improvements and any supporting building infrastructure, will be sold or long-term leased "AS IS" and "WHERE IS" without any representation, warranty, or guaranty, express or implied, including as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the Respondent's purpose (e.g., conveyed by quitclaim).

FRENCHTOWN REDEVELOPMENT PARTNERS makes no representation, warranty or guaranty concerning the accuracy, completeness or utility of information provided to the

potential Respondents or to the Respondents. Prospective Respondents should notify FRENCHTOWN REDEVELOPMENT PARTNERS of their interest as soon as possible, but no later than November 30, 2017, in order to be able to receive all updates associated with this solicitation by sending an email to: keithbowers@comcast.net.

Respondents must rely on their own research and investigations for all matters, including, costs, title, survey, development, financing, construction, remediation, and renovation.

7. DISPOSITION PROCESS

The following is a summary description of the disposition process. After a review of the Proposals and a preliminary acceptance of a Proposal, FRENCHTOWN REDEVELOPMENT PARTNERS intends to conditionally designate one of the Respondents as the Designated Developer. Prior to negotiation of a definitive development agreement and a sale agreement or lease agreement (as applicable), the Designated Developer will enter into a Memorandum of Understanding ("MOU") with FRENCHTOWN REDEVELOPMENT PARTNERS setting forth both specific terms for the disposition of the Site and the Project, and a separate funding agreement with FRENCHTOWN REDEVELOPMENT PARTNERS regarding payment by the Designated Developer of expenses as described at the end of this section.

The Designated Developer shall pay all of FRENCHTOWN REDEVELOPMENT PARTNERS's out-of-pocket costs and expenses (including, without limitation, costs and expenses of consultants, legal counsel, and appraisers) related to the disposition of the Site and completion of the Project. At the time of and as a pre-requisite to its designation as Designated Developer, Respondent and FRENCHTOWN REDEVELOPMENT PARTNERS shall enter into a funding agreement pursuant to which, among other things: (i) the Respondent shall deposit into a FRENCHTOWN REDEVELOPMENT PARTNERS account, funds (in an amount that shall be satisfactory to FRENCHTOWN REDEVELOPMENT PARTNERS) that shall be held by FRENCHTOWN REDEVELOPMENT PARTNERS and used by FRENCHTOWN REDEVELOPMENT PARTNERS for payment of such out-of-pocket costs and expenses; (ii) each time that the balance in the account falls below 50% of the original amount required to be deposited into the account, the Respondent shall promptly make an additional payment into the FRENCHTOWN REDEVELOPMENT PARTNERS account so that balance in the account shall be returned to such original amount; and (iii) the amount remaining in the account after all such costs and expenses are paid will be applied to rent.

8. DEADLINE FOR PROPOSALS

Five (5) bound originals and two (2) electronic copies (emailed PDF format) of the proposal must be submitted on or before 2:00 P.M. Local Time, on January 15, 2018 and must include all items specified in this RFP. Proposals submitted after the deadline will not be considered.

Copies of the proposal shall be submitted to:

Frenchtown Redevelopment Partners, LLC
428 W. Tennessee Street
Tallahassee, Florida 32301
Attn: Keith Bowers

FRENCHTOWN REDEVELOPMENT PARTNERS will accept written questions via email from prospective Respondents regarding the RFP. Please submit questions to: keithbowers@comcast.net.

Written questions must include the requestor's name, e-mail address and the Respondent represented and should be received by 11:59 PM EST on November 20, 2017. Responses to all timely and appropriate questions will be emailed to all Respondents at the email address previously submitted to FRENCHTOWN REDEVELOPMENT PARTNERS on or before December 1, 2017, the date of the pre-proposal meeting.

No contact related to this RFP with FRENCHTOWN REDEVELOPMENT PARTNERS, staff or consultants, other than to Mr. Keith Bowers shall be made by Respondents or employed representatives of Respondent team members during the procurement period of this RFP. Any such unauthorized contact by a Respondent or representatives will be grounds for disqualification.

9. STATEMENT OF LIMITATIONS

This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response to the RFP or any other compensation or relief. FRENCHTOWN REDEVELOPMENT PARTNERS will not be responsible for any costs, expenses, fees or charges incurred by Respondents arising from or related to preparing and/or submitting

a response to this RFP, attending oral presentations, or for any other associated efforts or activities.

The information provided in this RFP is provided as a courtesy for informational purposes only and without any representation or warranty of any kind. To the best of FRENCHTOWN REDEVELOPMENT PARTNERS's knowledge, the information provided herein is accurate, however, Respondents may not rely thereon and should undertake appropriate investigation in preparation of responses.

10. DIVERSITY

FRENCHTOWN REDEVELOPMENT PARTNERS recognizes the importance of diversity in this RFP process. FRENCHTOWN REDEVELOPMENT PARTNERS is committed to contracting with qualified developers, contractors and suppliers from all parts of the business community. The participation of Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”) and Small Business Enterprises (SBEs”) in the RFP process is encouraged. As part of Respondents’ proposal submission, please identify the use and percentage of MBEs, WBEs or SBEs to be used for this Project.

FRENCHTOWN REDEVELOPMENT PARTNERS will give stronger consideration to proposals with locally-owned and operated businesses.

11. INSURANCE REQUIREMENTS

The Designated Developer will be expected to show evidence of the following insurance requirements, as listed below:

- a. Commercial General Liability insurance - \$1 million per occurrence / \$2 million aggregate.
- b. Auto Liability insurance - \$1 million per occurrence / \$1 million aggregate
- c. Excess Umbrella Liability insurance - \$10 million per occurrence / \$10 million aggregate minimum.
- d. Professional Liability insurance - \$1 million minimum (preferably \$5 million)
- e. Worker's Compensation & Employer's Liability insurance at State statutory limits.
- f. Disability insurance coverage at State statutory limits.

- g. Builder's Risk "all-risk" or equivalent policy form in the amount of the initial cost of design and construction of the Project, plus value of subsequent contract modifications, including the cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.
- h. All risk property insurance.
- i. Other insurance coverage, surety bonds or payment and performance security customarily maintained for projects similar to the Project.

FRENCHTOWN REDEVELOPMENT PARTNERS, LLC must be named as an additional insured on a primary and non-contributory basis on all of the following policies: Commercial General Liability, Auto Liability, and Excess Umbrella Liability policies. All policies above should include a waiver of subrogation in favor of the additional insureds.

12. PROPOSAL REVIEW PROCESS

12.1 Process Timetable

The following target dates are intended as a guide for the proposal process:

November 8, 2017	RFP Issue Date
December 1, 2017	Pre-Proposal Meeting
January 15, 2018	Due Date for Proposal Submissions
Week of January 29, 2018	Interviews of Development Teams (optional)
February 15, 2018	Designation of Designated Developer

12.2 Review of Submissions

FRENCHTOWN REDEVELOPMENT PARTNERS will review all proposals for completeness and compliance with the requirements of this RFP and may request from any or all of the Respondents additional information, documentation or material, clarification, confirmation or modification of any submitted proposal, including proposals that are incomplete or non-conforming as submitted. Except at the request or by the consent of FRENCHTOWN

REDEVELOPMENT PARTNERS (which consent shall be in the sole and absolute discretion of FRENCHTOWN REDEVELOPMENT PARTNERS), Respondents will not be entitled to change their proposals once submitted.

A committee designated by FRENCHTOWN REDEVELOPMENT PARTNERS ("Selection Committee") shall review all proposals and may consult with FRENCHTOWN REDEVELOPMENT PARTNERS and its advisors, if any.

A Designated Developer shall be designated in the sole and absolute discretion of FRENCHTOWN REDEVELOPMENT PARTNERS based upon the Selection Criteria.

12.3 Evaluation Criteria

In reviewing and evaluating proposals and preparing recommendations for the FRENCHTOWN REDEVELOPMENT PARTNERS, FRENCHTOWN REDEVELOPMENT PARTNERS staff will consider such criteria (all criteria considered by FRENCHTOWN REDEVELOPMENT PARTNERS being referred to collectively as the "Selection Criteria") that, in FRENCHTOWN REDEVELOPMENT PARTNERS's sole and absolute discretion, are in the best interests of FRENCHTOWN REDEVELOPMENT PARTNERS and the community. The initial criteria are listed in Section 5 of this RFP.

12.4 Developer Interviews

Following ranking of proposals, one or more developer teams (to be determined by the Selection Committee) may be asked to present their proposals to the Selection Committee.

After the interview and presentation process, the Respondent will receive a final ranking. FRENCHTOWN REDEVELOPMENT PARTNERS will negotiate Project agreements and documents exclusively with the first ranked developer (i.e., the "Designated Developer"). If during the negotiation, the Selection Committee concludes that it is unlikely an agreement will be finalized with the Designated Developer, the Selection Committee will be at liberty to enter into negotiations with the second-ranked Respondent and so forth until it enters into an acceptable agreement to undertake the Project or determines to discontinue the RFP process.

13. TERMS AND CONDITIONS

13.1 Deposit and Development Agreement

13.1.1 Deposit

Within five (5) business days after designation by FRENCHTOWN REDEVELOPMENT PARTNERS, as noted above, the Designated Developer shall pay to FRENCHTOWN REDEVELOPMENT PARTNERS a cash security deposit in the amount of \$100,000 (the "Deposit").

The submission of a proposal shall constitute an agreement by the submitting Respondent to the terms of this RFP and to negotiate in good faith and enter into a Development Agreement and provide all the deposits, insurance and security items as required hereunder, all within the time period stated in the selected proposal.

The Deposit shall, among other things, secure the selected developer's obligation for timely submission of all documents and information deemed necessary by FRENCHTOWN REDEVELOPMENT PARTNERS, documents such as development plans and schedules and design and construction documents, as well as proceeding with construction in a timely manner as set forth in the approved project completion schedule with respect to development of the parcels. The rights of FRENCHTOWN REDEVELOPMENT PARTNERS upon any breach, failure or non-performance by Designated Developer of the Development Agreement shall be in addition to, and shall not diminish, any other rights (whether under law or in equity) of FRENCHTOWN REDEVELOPMENT PARTNERS, including the right of FRENCHTOWN REDEVELOPMENT PARTNERS to terminate the selection of the developer's obligation as Designated Developer, with respect to the Development Agreement.

Except as provided below, in the event that a Designated Developer fails to promptly enter into the Development Agreement, FRENCHTOWN REDEVELOPMENT PARTNERS may terminate the designation of the Designated Developer.

Failure by FRENCHTOWN REDEVELOPMENT PARTNERS for any reason to execute a Development Agreement with a Designated Developer will not create any liability on the part of FRENCHTOWN REDEVELOPMENT PARTNERS, its members or partners, or any of its directors, officers, employees, agents, consultants or contractors, except that if FRENCHTOWN REDEVELOPMENT PARTNERS shall fail to execute a Development Agreement with the Designated Developer, the terms and conditions of which have been negotiated and approved by the governing body of each party, where the Designated Developer has not breached any of the terms or conditions of this request and is not otherwise at fault, FRENCHTOWN

REDEVELOPMENT PARTNERS shall return the Deposit without interest, which shall be the sole and exclusive compensation and remedy for the Designated Developer.

The submission of a proposal shall constitute agreement by the submitting Respondents that the sole and exclusive right, compensation, relief or remedy for any FRENCHTOWN REDEVELOPMENT PARTNERS breach of this RFP or the Development Agreement is the return of the Deposit.

13.1.2 Development Agreement

The Development Agreement will be provided to the selected Designated Developer following designation. The Development Agreement will include a negotiated schedule for completion. However, it is expected that the Designated Developer will begin full-scope continuous construction on the parcels by April 30, 2018. The remainder of Project must be completed, with ground floor spaces fully leased and activated by December 31, 2019.

Upon receipt by FRENCHTOWN REDEVELOPMENT PARTNERS of evidence satisfactory in all respects of valid permanent certificates of occupancy for all improvements and structures provided for in the approved plans, and provided that no default or dispute is in existence, or deemed as imminent by FRENCHTOWN REDEVELOPMENT PARTNERS, with respect to the Development Agreement, FRENCHTOWN REDEVELOPMENT PARTNERS will apply the Deposit; first to then outstanding obligations of Designated Developer in accordance within the terms and conditions of the Development Agreement; and if any remaining, second to the Designated Developer.

The Development Agreement shall provide for liquidated damages in the amount of \$50,000 per month for the unexcused failure of the Designated Developer to complete the Project by December 31, 2019.

13.2 Taxes and Incentives

No proposal shall be conditioned upon the receipt of tax abatements and/or any other economic incentives. It is expected that the Designated Developer will pay full property taxes on the property. However, the Designated Developer is not prohibited from seeking any available tax abatements, benefits or other economic incentives.

13.3 Condition of the Site

Proposals are invited for the Site on an "as is, where is" basis.

13.4 Contingencies

All proposals must be submitted in accordance with the provisions, requirements, terms and conditions of this RFP. FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right to reject any proposals which are contingent or which are submitted in any other form than as specified.

13.5 Permits and Approvals

All major Site use and environmental review procedures and approvals for development of the Site will be under the Florida Department of Environmental Protection ("DEP"). Construction on the Site by the Designated Developer will also be subject to requirements of the applicable codes of the City, County and State.

Redevelopment and use must comply with the federal Americans with Disabilities Act (ADA) and implementing regulations and standards.

The selected Designated Developer is required, at its own expense, to: (1) obtain from all appropriate government authorities all construction and ancillary permits, authorizations and approvals for the development of the Site including, but not limited to, all site plan approvals, FDEP documentation, building permits and approvals that would be required if the selected developer were the fee owner of the Site, and (2) comply with all applicable federal, state, and local laws and regulations.

The Designated Developer shall have no rights to the use or occupation of any private property or City sites adjacent to the Site for purposes of staging, storage, construction, access, scaffolding or any other purpose without first obtaining a Special Permit from the City. The Special Permit shall contain provisions deemed material and necessary to safeguard the property. Documentation of Designated Developer's right to occupy and use such third party property or site shall include specific provisions for appropriate insurance and indemnification satisfactory to FRENCHTOWN REDEVELOPMENT PARTNERS and the City in all respects.

13.6 Submission of Proposals

Only proposals that comply with all provisions, requirements, terms and conditions outlined in this RFP will be considered for review by FRENCHTOWN REDEVELOPMENT PARTNERS.

Proposals for less than the entire Site will not be considered, although phasing of a proposed development will be considered if a demonstrated need or benefit is presented by the Respondents.

FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right to independently investigate or request clarification of the contents of any proposal, including requiring any Respondent to provide additional information or to make an oral presentation. All materials submitted in response to this RFP shall become FRENCHTOWN REDEVELOPMENT PARTNERS's property without any obligation to return such materials. All determinations of completeness of any proposal or submission and its compliance with the provisions, requirements, terms and conditions of this RFP and the eligibility or qualification of any Respondents shall be in the sole and absolute discretion of FRENCHTOWN REDEVELOPMENT PARTNERS. FRENCHTOWN REDEVELOPMENT PARTNERS may in its sole discretion, but without any obligation, waive any of the provisions, requirements, terms and conditions of this RFP.

Subsequent to submission of proposals in response to this RFP, FRENCHTOWN REDEVELOPMENT PARTNERS, in the exercise of its sole and absolute discretion, may enter into parallel negotiations with two or more Respondents, may designate two or more Respondents for "short list" consideration, may request best and final offers, and/or may conduct other additional competitive proceedings with respect to the potential disposition contemplated by this RFP.

13.7 Expenses

FRENCHTOWN REDEVELOPMENT PARTNERS shall not be liable for any costs, fees, charges or expenses (including, without limiting the foregoing, costs and expenses of legal counsel) incurred by any Respondent in responding to this RFP, in connection with investigation of the Site or under any other circumstances regardless of whether or not a particular proposal was accepted, rejected or otherwise designated or selected or if FRENCHTOWN REDEVELOPMENT PARTNERS elects not to select a Designated Developer or proceed with the

disposition process. All costs and expenses incurred by each Respondent in connection with this RFP proposal or activities at or relating to the Site will be borne by the Respondent, including, without limiting the foregoing, all costs and expenses in connection with: surveys, reports, studies, research and other due diligence work; preparation of each proposal; advice and representation of legal counsel and advisors; responding to this RFP, and negotiating the Development Agreement.

13.8 Brokers

Proposals shall be accepted from principals only. No brokerage fees, finder's fees, commissions or other compensation will be payable by FRENCHTOWN REDEVELOPMENT PARTNERS in connection with the selection of a Respondent or the disposition of the Site. Submission of a proposal by a Respondent in response to this RFP constitutes an undertaking by the Respondent to hold harmless and indemnify and defend FRENCHTOWN REDEVELOPMENT PARTNERS from and against any and all expenses, damages or liability (including, without limiting the foregoing, attorneys' fees and disbursements) arising out of any claim for such fees, commissions or other compensation made in connection with such Respondents' response to this RFP, selection or (non-selection) thereunder, and/or execution (or non-execution) of a Pre-Development Agreement and Development Agreement.

13.9 Not an Offer

This RFP does not constitute a solicitation or an offer for the Site or any portions thereof, nor a solicitation or offer to the Site or any portions thereof. Neither FRENCHTOWN REDEVELOPMENT PARTNERS nor any affiliate, subsidiary, manager or member of FRENCHTOWN REDEVELOPMENT PARTNERS, shall incur any obligation or liability on account of this RFP or any proposal or submission made in connection with this RFP or for any other reason unless and until, and subject to the terms and conditions of, a Development Agreement and sale and/or lease agreement setting forth all the terms and conditions of the transaction have been fully executed and unconditionally delivered by all the parties thereto and all necessary consents and approvals for FRENCHTOWN REDEVELOPMENT PARTNERS's entry into such agreements have been obtained including, without limiting the foregoing, approval by FRENCHTOWN REDEVELOPMENT PARTNERS.

No proposal for the Site shall be deemed accepted until closing on the Development Agreement has occurred.

FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right, in its sole discretion, not to select or accept one or more proposals submitted for the Site in connection with this RFP, including, without limiting the foregoing, the highest-ranked proposal for the Site. FRENCHTOWN REDEVELOPMENT PARTNERS has no obligation, under this RFP or otherwise, to dispose of the Site, or any portion of the Site, through a competitive proposal process, including, without limiting the foregoing, to dispose of the Site to the highest-ranked Respondent or Respondents. FRENCHTOWN REDEVELOPMENT PARTNERS may at any time discontinue the RFP and/or withdraw the Site, or any portion of the Site, included in this RFP. FRENCHTOWN REDEVELOPMENT PARTNERS has the right in its sole and absolute discretion to reject any and all proposals, to accept any proposal, and to elect to discontinue and not to proceed with the process set forth in this RFP. FRENCHTOWN REDEVELOPMENT PARTNERS may, at any time, dispose of the Site, or any portion of the Site, in any manner as it determines in its sole discretion.

FRENCHTOWN REDEVELOPMENT PARTNERS has no obligation to disclose or discuss its reasons for selecting, accepting or rejecting any proposals with any Respondent or other person.

14. GENERAL CONDITIONS

FRENCHTOWN REDEVELOPMENT PARTNERS makes no representations or warranties whatsoever with respect to this RFP. Without limiting the foregoing, no representations or warranties, express or implied, are made as to the accuracy or completeness of any information or assumptions contained in or provided in connection with this RFP or otherwise furnished to Respondents; the use or development, or potential use or development, of the Site or Project or any portion thereof; the physical condition, environmental condition, layout, configuration, size, boundaries, access, location, systems and utilities for all land and improvements constituting the Site and the Project and for the adjacent properties; the absence or presence of hazardous substances or toxic materials in, under or upon the Site and the adjacent properties; compliance of the Site or any portion thereof with environmental laws; tax assessments that may be made by the City and tax rates that may be established by the City; and the suitability of the Project for any specific uses or development.

Each Respondent shall make its own analysis, investigation and evaluation of the Site, including, without limiting the foregoing: the physical condition, environmental condition, layout, configuration, size, boundaries, access, location, systems and utilities for all land and improvements constituting the Project and for all adjacent lands; the absence or presence of hazardous substances or toxic materials in, under, or upon the Site and adjacent lands;

compliance with zoning, land use, development and environmental laws; and the suitability of the Site for any use or development. Each Respondent shall obtain its own independent legal, accounting, financial, tax, development, alteration, construction, improvement, engineering and technical advice on all matters relating to the Site and the Project, including, without limiting the foregoing: examination, review and verification of any information provided by or on behalf of FRENCHTOWN REDEVELOPMENT PARTNERS and its advisors; the land and improvements constituting the Site and adjacent to the Site; all applicable laws, regulations and conditions that may affect the finance, real estate, land use, use and development of the Project; and all other matters that may be material.

Respondents shall not rely upon any statement or information given to Respondents by or through FRENCHTOWN REDEVELOPMENT PARTNERS or any of its advisors or representatives including, without limiting the foregoing, any information contained in this RFP or made available pursuant to this RFP, or otherwise.

In the event that the selected Respondent does not execute a Development Agreement for the Project within sixty (60) days after designation as a Designated Developer, FRENCHTOWN REDEVELOPMENT PARTNERS may, in its sole discretion, invite any of the other Respondents to participate in a further competitive process to determine a new selected Designated Developer.

In addition to those terms and conditions stated elsewhere, this RFP is subject to the following:

a. The Designated Developer must comply with all applicable federal, state and local laws and regulations.

b. The Designated Developer must accept the Site and all improvements and items thereon in "as is, where is" condition on the date of disposition.

c. Conveyance by FRENCHTOWN REDEVELOPMENT PARTNERS will be governed by a Development Agreement and a purchase and sale or lease agreement, as applicable.

d. Demolition, removal, alteration, remediation or conversion of any existing improvement or portions thereof at the Site is the responsibility of and to be performed at the sole cost and expense of the Designated Developer after closing under the Development Agreement.

e. FRENCHTOWN REDEVELOPMENT PARTNERS will not advance, loan, pay for, reimburse or refund any costs and expenses incurred by any Respondent in responding to this RFP or subsequent selection stages or by the Designated Developer following selection and/or designation.

f. All determinations as to the completeness or compliance of any response/proposal or as to the eligibility, qualification or capability of any Respondent will be within the sole and absolute discretion of FRENCHTOWN REDEVELOPMENT PARTNERS.

g. Selection or designation of any Respondent pursuant to this RFP or subsequent selection stages will not create any rights for the Respondent including, without limitation, rights of enforcement, equity or reimbursement. FRENCHTOWN REDEVELOPMENT PARTNERS shall have no obligation or liability whatsoever to any person or entity whose response/proposal is selected or designated as a result of this RFP unless and until a Development Agreement shall have been fully negotiated, approved, executed and delivered by all parties thereto and all necessary consents and approvals necessary for FRENCHTOWN REDEVELOPMENT PARTNERS entry into such agreement have been obtained, and then all such rights, obligations, duties and liabilities shall be solely in accordance with the terms and conditions of such Development Agreement.

h. A Respondent may be rejected by FRENCHTOWN REDEVELOPMENT PARTNERS, in its exercise of sole and absolute discretion, if such Respondent, any Respondent partner, or member of a Respondent team or any principal, partner, officer, director, affiliated person, or principal shareholder of the Respondent, of any Respondent partner, or of any member of a Respondent team, has been convicted of, or pled guilty or nolo contendere to, a felony or crime of moral turpitude, is an "organized crime figure," under indictment or criminal investigation, or is in arrears or in default on any debt, contract, or obligation to or with FRENCHTOWN REDEVELOPMENT PARTNERS, or any of its members, managers, affiliates or subsidiaries. Each Respondent, Respondent partner, and member of a Respondent team and any principal, partner, officer, director, affiliated person, or principal shareholder of the selected Respondent, Respondent partner, or member of the Respondent team may be required to complete a background questionnaire with respect to the foregoing, or other matters, and may be subject to investigation by FRENCHTOWN REDEVELOPMENT PARTNERS. FRENCHTOWN REDEVELOPMENT PARTNERS is under no legal obligation to dispose of the Project through a competitive bid process. This RFP does not constitute an offer of any nature and does not obligate FRENCHTOWN REDEVELOPMENT PARTNERS to undertake any action or to proceed with the Project.

i. FRENCHTOWN REDEVELOPMENT PARTNERS will review all responses/proposals for completeness and compliance with the terms and conditions of this RFP, and may request from any and all of the Respondents, at any time during the RFP process, additional information, material, clarification, confirmation or modification of any submitted response and/or proposal. FRENCHTOWN REDEVELOPMENT PARTNERS may also, in the exercise of its discretion but without obligation, make requests for additional material or for clarification or modification of any submitted response and/or proposal which is incomplete or non-conforming as submitted. Submission of a response and/or proposal shall constitute the Respondent's permission to FRENCHTOWN REDEVELOPMENT PARTNERS to make such inquiries concerning the Respondent and members of the Respondent's team as FRENCHTOWN REDEVELOPMENT PARTNERS, in its sole discretion, deem useful or appropriate including, without limitation, authorization to contact the Respondent's bank(s) and credit references, and

any other persons identified in the proposal and to obtain pertinent financial and other information. Except at the request or by the consent of FRENCHTOWN REDEVELOPMENT PARTNERS, in its sole discretion, no Respondent will be entitled to change its proposal once submitted.

j. FRENCHTOWN REDEVELOPMENT PARTNERS may at any time exclude those proposals which, in its sole discretion, fail to demonstrate the necessary qualifications for development, or which fail to comply with the terms and conditions of this RFP.

k. FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right, in its sole discretion, to reject at any time any or all proposals; to discontinue and/or withdraw this RFP without notice; to negotiate with one or more Respondents submitting proposals and/or to negotiate with respect to, and dispose of the Project (including to parties other than those responding to this request) on terms other than those set forth herein. FRENCHTOWN REDEVELOPMENT PARTNERS reserves the right to waive compliance with and/or change any of the terms of this request and to waive any informalities or irregularities in the request process.

l. Under no circumstances will FRENCHTOWN REDEVELOPMENT PARTNERS advance, loan, reimburse, pay or be liable for any costs, expenses, fees or charges incurred by a firm/team in responding to this RFP or subsequent stage or in connection with the transfer of the Site.

m. Responses and/or proposals shall be accepted from principals only. No brokerage fees, finder's fees, commissions or other compensation will be payable by FRENCHTOWN REDEVELOPMENT PARTNERS in connection with the selection of a Respondent or the disposition of the Site. Submission of a statement of interest and/or proposal in response to this RFP or subsequent stage constitutes an undertaking by the Respondent to hold harmless and indemnify and defend FRENCHTOWN REDEVELOPMENT PARTNERS from and against any and all expenses, damages or liability (including, without limiting the foregoing, attorneys' fees and disbursements) arising out of any claim for such fees, commissions or other compensation made in connection with such Respondent's response to this RFP or subsequent stage, selection or (non-selection) thereunder or execution (or non-execution) of a Development Agreement.

n. Respondents of this RFP shall make no news, press or media posting, notice or release pertaining to this RFP or anything contained or referenced herein without prior written approval from FRENCHTOWN REDEVELOPMENT PARTNERS. Any such posting, notice or release pertaining to this RFP may only be made in coordination with FRENCHTOWN REDEVELOPMENT PARTNERS.

o. In the event that FRENCHTOWN REDEVELOPMENT PARTNERS becomes aware of any material misrepresentation in the information supplied by a Respondent, FRENCHTOWN REDEVELOPMENT PARTNERS shall have the right to reject at any time the response and/or proposal of the Respondent, to refuse to negotiate or continue negotiations with

the Respondent and to take any other action, including retaining any deposit made by the Respondent, as shall be deemed appropriate by the FRENCHTOWN REDEVELOPMENT PARTNERS, in its sole discretion.

p. The selection of a Designated Developer will create no legal or equitable rights in favor of the selected developer, including rights of enforcement or reimbursement. A Designated Developer's response and/or proposal for the Site is not assignable and only the party identified as the developer/principal in the selected developer's submission will be permitted to execute the Development Agreement.

q. The Designated Developer will be required to comply with the deposit, insurance and payment and performance security requirements set forth by FRENCHTOWN REDEVELOPMENT PARTNERS.

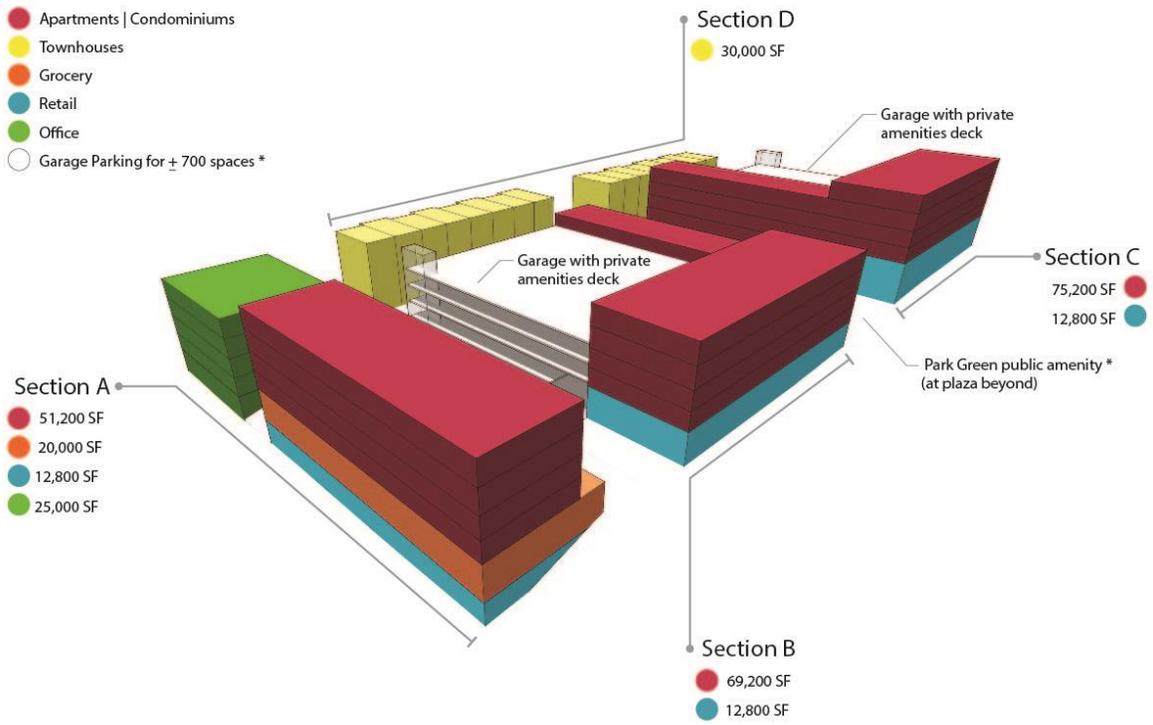
r. By submitting a response and/or proposal for the Project, the Respondent agrees to be bound by all the terms and conditions of this RFP.

APPENDIX A
MAP OF SITE



Legend

- Apartments | Condominiums
- Townhouses
- Grocery
- Retail
- Office
- Garage Parking for + 700 spaces *



* Garage decks connect at levels below grade at park/plaza between Sections B and C. Parking counts are based on Tallahassee Land Development Code for PUD development.

APPENDIX B

FORMS

Frenchtown Redevelopment Partners, LLC requires as a condition precedent to acceptance of RFP responses, a sworn statement executed by, or on behalf, of the person, firm, association or corporation submitting a response certifying that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this RFP. This sworn statement must be properly executed in order to have the RFP response considered.

FRENCHTOWN REVELOPMENT PARTNERS, LLC
NON-COLLUSION STATEMENT

Frenchtown Redevelopment Partners, LLC
Tallahassee, Florida

This is to certify that the undersigned responder, _____, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive participation in this RFP or in connection with proposal submitted to Frenchtown Redevelopment Partners, LLC on the ___ day of _____, 2018.

Signature of Responder

Corporate Seal:

Attest: _____
Title

Sworn to and subscribed before this _____ day of _____, 2018.

My Commission expires _____

Notary Public

STATEMENT OF COMPLIANCE

We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree that this proposal to the RFP of Frenchtown Redevelopment Partners, LLC shall constitute an offer by the Undersigned to enter into a Development Agreement with the acts and things therein provided, which offer shall be irrevocable for 180 calendar days with additional extension upon consent, from the date of opening hereof and that Frenchtown Redevelopment Partners, LLC may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

We, the Undersigned, a sole proprietor/partnership/corporation created and existing under the laws of the State of _____, has its business at:

Vendor Name: _____

Vendor Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Sign by: _____

Proprietor/Principal/President

Attested by: _____

Secretary