

REQUEST FOR PROPOSAL

Developer

Monroe Riverfront Development

RFP No. 001



RFP Deadline: Email Kelsea.McCrary@ci.monroe.la.us for more information.



CITY OF MONROE RIVERFRONT DEVELOPMENT



Mayor Friday Ellis

400 Lea Joyner Expressway
Monroe, LA 71201

City of Monroe
c/o Office of Economic & Cultural Development
Attn: Kelsea McCrary, Chief Economic Developer
400 Lea Joyner Expressway
Monroe, Louisiana 71201

October 3, 2022

**REQUEST FOR PROPOSALS
FOR
REDEVELOPMENT OF FORMER OUACHITA CANDY COMPANY BUILDING
ON WALNUT STREET**

The City of Monroe, Ouachita Parish, Louisiana (the “**City**”), a political subdivision of the State of Louisiana, is soliciting proposals from qualified firms interested in developing four historic riverfront buildings, owned by the City, including the former Coca-Cola and Ouachita Candy Company buildings, to invigorate the riverfront and downtown Monroe and catalyze further development. The buildings are located at 205, 209, 215, and 305 Walnut Street, Monroe, Louisiana, along the Ouachita River just north of downtown Monroe. Qualified firms may indicate interest, qualifications and proposals by responding to this Request for Proposals (“**RFP**”) in accordance with the requirements outlined herein.

I. INTRODUCTION AND GENERAL OVERVIEW

The City is pleased to announce that it is currently soliciting Proposals for a developer for that certain property bound by Walnut Street and the Ouachita River in a commercially developed area of downtown Monroe, Louisiana (the “**Project**”). The City invites your participation in this RFP, which will include a process to evaluate proposals and select team(s) for redevelopment of the Project. The purpose of this RFP is to solicit Proposals and Statements of Qualifications (collectively, “**Proposals**”) from qualified developers for evaluation with respect to the design, construction, development, potential leasing, marketing and management of all or a portion of the Project which consists of four adjacent historic riverfront buildings within the City.

In light of possible financing and construction complexities that may arise in order to fully implement and successfully complete the desired development, two or more developers may respond to this RFP as a team. Successful firms should provide a comprehensive approach to achieving the project goals outlined in this RFP. The words developer, Proposer, recipient, Respondent, offeror and words of similar import may be used interchangeably throughout this RFP and shall be deemed to refer collectively to one and the same entity or group.

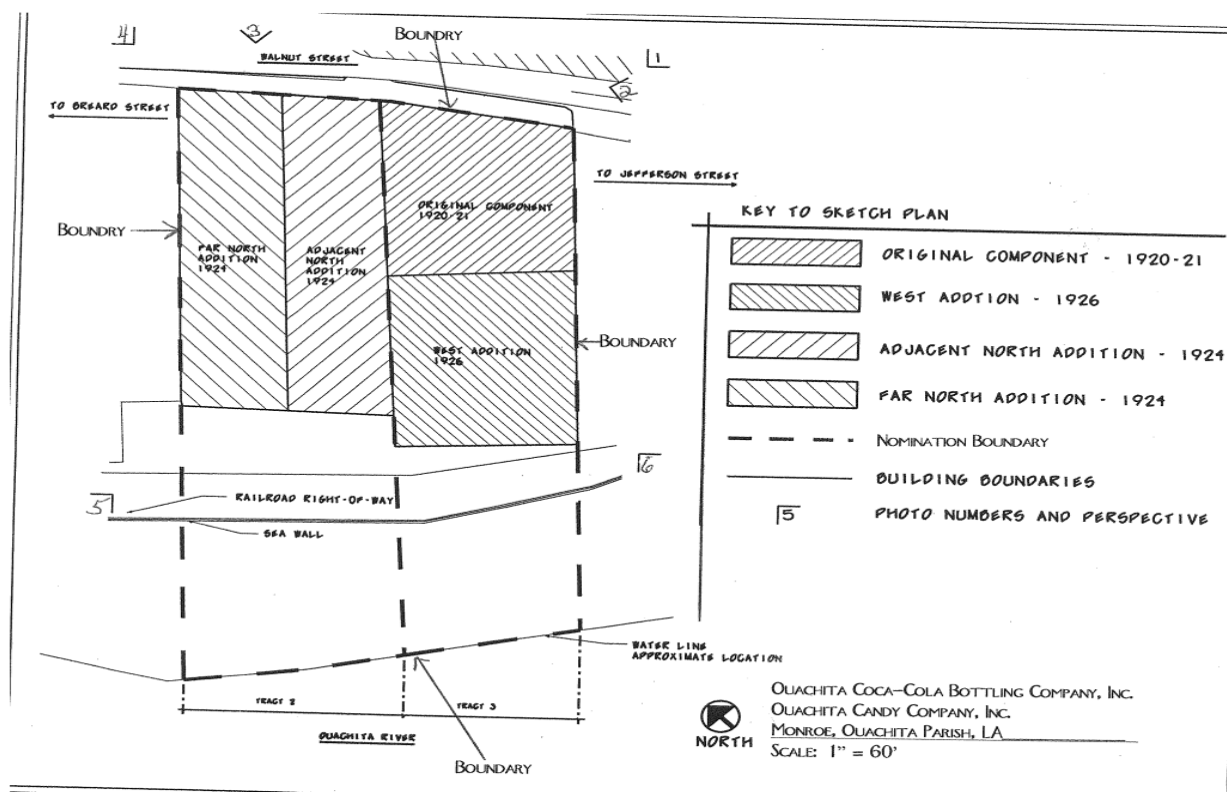
The City is willing to consider a wide range of development options to enable it to achieve the most viable and productive development for the Project, including but not limited to

retail, commercial office space, entertainment, parking, residential housing (consideration of both market rate and affordable), restaurants and other tourism related attractions. The City reserves the right to halt the RFP process at any stage, to reject any Proposals that do not conform to the intent and purpose of this RFP, or to reject all Proposals for any or no reason. The City also reserves the right to make any changes, addendums or amendments to the RFP any time.

The Building

The project consists of four adjacent buildings at 205, 209, 215, and 305 Walnut Street, Monroe, Louisiana (collectively, the "**Building**"). The Building is comprised of approximately 112,104 square feet and is located on approximately 3.7 acres in downtown Monroe near Vantage Healthcare, Ouachita Parish Court House, Miro's Restaurant and other cultural assets. The City took ownership of the Building on December 14, 2021, and it formerly served as the headquarters for the Coca-Cola Bottling and Ouachita Candy Company, both of which were owned by Joseph Biedenharn. He was credited as the first person to bottle Coca-Cola at his wholesale candy company in Vicksburg, Mississippi, creating the model of bottling-distributor franchises that still exists today. The Sketch Map below outlines the Building.

SKETCH MAP



SOURCE: National Register Database, Louisiana.

Components. The Building consists of approximately (i) 83,000.00 S.F. Lot; (ii) 113,888.00 S.F. Commercial Building; and (iii) 365.00 F.F. Riverfront (excess land). The Original Component of the Building was the Ouachita Coca-Cola Bottling Company, which was constructed in 1920 and 1921. The first additions—the Adjacent North and Far North additions—were constructed by 1924, followed by the West Addition in 1926.) The Ouachita Candy Company originally was located in the Adjacent North addition; however, it became the dominate tenant after the Ouachita Coca-Cola Bottling Company relocated in 1965.

Architectural Style. The "Monroe Design Review Guidelines," as produced by Thomason and Associates, Preservation Planners of Nashville, Tennessee, list the Building as being "Tapestry Brick, 1900-1930." The Louisiana National Register has, however, classified the Building as a vernacular example of the Commercial Style associated with the late 19th and early 20th centuries. Characteristics of this style found in the building include an exterior grid of intersecting horizontal and vertical elements (usually piers and cross spandrels), large bands of windows (including storefront windows on the ground floor level), and a flat roof with modest cornice. As a vernacular example, this building has far fewer stories than high style examples.

Exterior Descriptions. East Elevation: The east elevation or Walnut Street Elevation is the public side of the building and the quality of the architectural detail, workmanship and materials are of a higher quality than the other elevations. This elevation contains masonry units of a deep red coloration that, quality wise, might be referred to as "Tapestry Brick". The mortar joints of the Original Component are raked and the mortar joints of the two North Additions are flush. Parapet caps of the building facade contain six courses of corbelled brick with one of the courses being laid in a dentil configuration. Masonry along this elevation is laid in a common bond fashion - as are all the elevations - with a header course every 7th course. The windows of the upper facade are inserted large rectangular panels. In the Original Component, each panel is subdivided into three or four sections. The glazing of each section is composed of 12 or 16 panes -- four horizontal rows of three or four panes each. In the Adjacent and Far North additions, the panels are subdivided into 5 sections of differing sizes. The end sections in each panel contain 20 panes - five horizontal rows of four panes each. The middle and smallest section contains 15 panes - five horizontal rows of three panes each. The remaining two sections are the largest and each contains 25 panes -- five rows of five panes each. All upper floor panels are set in industrial metal frames. The windows of the ground floor, are in essence, show windows and contain transoms above set in metal frames. They are currently boarded up. Both sets of windows contain pre-cast concrete lintels supporting the masonry walls above the windows and pre-cast concrete sills. The lintels connect in a continuous fashion forming a belt course, which is painted white and contributes to the architectural definition of this elevation. A canopy comprised of a horizontal, metal slatted awning - possibly from the late 1930s or 1940s - runs the length of the facade just above the ground floor windows. The historic photo from the early 1920s - Original Component - illustrates a truck bay in the first bay to the south, a

double door in the third bay and what appears to be a primary pedestrian entrance in the far north bay. There is currently only a single door in the second bay, which would have provided access to the bottling offices of the 1937 interior remodel; the other accesses have been long ago altered into components of the ground floor storefront system.

North Elevation: This elevation is difficult to evaluate because it is partially hidden by the adjacent buildings. It appears to be of a lesser quality in all architectural regards to the East Elevation and should be considered a secondary elevation. It contains no fenestrations and the decorative parapet detailing of the East Elevation has given way to one consisting of a simplified running bond. However, the parapet does step up in sections to conceal the rise in the roof configuration directly behind it, giving some architectural delineation to the elevation.

South Elevation: The south elevation is comprised of the south walls of both the Original Component and the West Addition. The south wall of the Original Component has been painted at some time in the past and contains a large mural on the upper wall at the southeast corner. The current mural, a depiction of "Sprite Boy," is possibly from the late 1940s or 1950s and was repainted in the late 2010s. It consists of the image of a cartoon like character with a bottle cap for a hat and an expression that exclaims true enthusiasm for Coca-Cola. He peers from behind a bottle of Coca-Cola with the famous Coca-Cola signature logo providing the final graphic element. Boarded up and in one case, bricked up, fenestrations are located along the ground floor of this wall. The south elevation of the West Addition contains a masonry unit that is more "common brick" in quality than that of the east elevation. It also contains boarded up fenestrations on the upper floor area of the facade and off-colored masonry on the bottom, so as to imply some later construction of some kind or just poor matching of brick. The parapet configuration for the south elevation is simple in nature and is the same as the per the north elevation. With the exception of the area of this facade containing the mural that addresses the traffic coming from the south along Walnut Street, this too could be considered a secondary elevation.

West Elevation: The west elevation or the Ouachita River elevation is where all shipping activities took place after the construction of the two North Additions and the West Addition. It is comprised of facades for each set of additions and has large truck bay doors along the ground floor and rectangular window panels along the upper floor line. A good portion of these fenestrations are boarded up at the present. As per the east elevation the fenestrations have pre-cast concrete lintels supporting the masonry walls above them. The struts of a canopy that once ran partially above the truck dock doors remain in place. The quality of the masonry is "common brick" with flush mortar joints and the parapet is of the same design as that of the north and south elevations. This elevation is plainly utilitarian in nature; however, it does possess the benefit of addressing the Ouachita River.

Interior Descriptions. All component/additions have interior columns supporting wood or steel beams, supporting wood floor joists or ceiling joists, however, each differs somewhat in composition. The Original Component (1920-21) has wood beams and wood interior columns. The Adjacent and Far North Additions (1924) have steel tube columns

supporting steel beams on the bottom floor and wood posts supporting wood trusses on the second. The West Addition (1926) has on both floors, columns composed of composite steel plates (riveted connections) supporting steel beams. The construction of the footings is unknown; however, judging from the time-period, they are most probably either corbelled masonry most likely in the case of the Original Component - or poured in place concrete. All floors on the bottom level are poured in place concrete with heavy timber decking on the upper levels. Old industrial processing equipment of an unknown use, as well as conveyor belts – preceding the use of forklifts for the internal moving of merchandise - are still present in the facility. Interior spaces would be considered, for the period, as being open and highly flexible so to augment interior renovations without the need to reconstruct load-bearing components. Remnants of employee dressing areas exist on the upper floor of the Original Component. There exist in the West Addition and both the North Additions, several skylights and industrial elevators, one of which is large enough to have been used to transport delivery trucks of the 1920s between floors. The Original Component (1920-21') is roughly 19,516 square feet in size. The Adjacent and Far North Additions (1924) are 44,896 square feet in total size and the West Addition (1926) is 21,556 square feet in size. The interior spaces are open, historically interesting and most conducive to rehabilitation. Sanborn Maps of 1926 indicate ledge walls (interior load bearing walls that support primary, and in some cases, secondary, structural members). It should be noted that the former truck bays of the Original Component's west wall are at the present open to the West Addition and have been such since 1926.

The Building was purchased by the City on December 14, 2021.

Description of the City

The City is governed by the Mayor and City Council (the “**Governing Body**”) of the City. The City Council consists of 5 members elected by the qualified electors in each district. Each member of the council is elected for a four (4) year term concurrent with the term of the mayor and each is eligible for re-election. The current Mayor and members of the Council are:

<u>Name</u>	<u>Occupation/Position</u>
Friday Ellis	Mayor
Douglas “Doug” Harvey	Council Member – District 1
Gretchen Ezernack	Council Member – District 2
Juanita G. Woods	Council Member – District 3
Carday Marshall. Sr.	Council Member – District 4
Kema Dawson	Council Member – District 5

The City serves as the seat of Ouachita Parish and is the largest city in Northeast Louisiana. According to the 2020 United States census, there were 47,702 people, 17,327 households, and 9,811 families residing in the City.

EDUCATION. The school systems for the Parish and City are similar to other towns its size,

with urban locations including middle to upper-middle income students. The City has six colleges and universities: Northeast Louisiana Technical College, UniTech Training Academy, Career Technical College, McCann School of Business & Technology, University of Louisiana at Monroe, and Louisiana Delta Community College. The Monroe City School System consists of three high schools, three junior high schools, and 18 elementary schools.

ECONOMY. There are eleven commercial banks operating in Ouachita Parish. About half of the land in Northeast Louisiana is in pine timber production, which has a great deal to do with the location of the woods product industry in this area and its importance in the economic base. According to the city's 2018 comprehensive annual financial report, the top employers in the area are the Ouachita Parish School Board, Lumen Technologies, the Monroe City School District, St. Francis Specialty Hospital, IASIS Healthcare (Glenwood Regional Medical Center), JPMorgan Chase, Walmart Stores, Inc, the City of Monroe, the University of Louisiana at Monroe and Graphic Packaging International, Inc.

Monroe is a hub for sports and entertainment. The Monroe Civic Center has multiple facilities; the main complex is the Civic Center arena. This arena provides 44,000 square feet (4,100 m²) of exhibit space along with 5,600 seats. The arena may have larger capacities up to 7,200 seats. The arena houses events such as banquets, circuses, and rodeos. The center also has the B. D. Robinson conference hall, Abe Pierce III Convention Center, equestrian pavilion, and the 2,200-seat W. L. Jack Howard Theatre. During the last week of June, Monroe hosts the annual Miss Louisiana pageant.

Monroe is the home of the Louisiana Purchase Gardens and Zoo. The zoo also offers boat rides and a catwalk, in addition to other seasonal activities. The Monroe area is also home to several museums, including the Northeast Louisiana Children's Museum, the Biedenharn Museum and Gardens, Chennault Aviation & Military Museum, the Masur Museum of Art, and the Northeast Louisiana Delta African-American Heritage Museum. This is one of the twenty-six buildings identified in the early 21st century as part of the state's African American Heritage Trail.

TRANSPORTATION. Monroe was the headquarters of Delta Air Lines during the second half of the 1920s. As it expanded, it moved to Atlanta. Monroe Regional Airport serves the city and the northeast Louisiana region. The airport has three main runways and is served by the regional partners of American Airlines and Delta Air Lines. Greyhound Bus Lines provides transportation from Monroe to many cities across the nation. The city of Monroe has the oldest municipally owned transit system in the nation. Created in 1906 as a four-line street railroad, the Monroe Transit System now provides 13 fixed bus routes covering most areas of the city and three demand-response buses serving the disabled. Monroe can be accessed from Interstate 20, U.S. Highway 165, Louisiana Highway 15, U.S. Highway 80, and the proposed Interstate 420. The main railroads Kansas City Southern (KCS), Union Pacific (UP), BNSF and Norfolk Southern (NS) serve freight traffic.

II. RFP SCHEDULE

The following is a list of certain key dates in connection with this RFP. This list is not intended to alter or modify any provisions or time periods referenced elsewhere in this RFP. Moreover, each of the dates referenced below may be extended at the sole discretion of the City.

Request for Proposals Issued	October 3, 2022
In person tour of building	TBD
Statement of Qualifications (Initial Proposal) due to Kelsea McCrary, Chief Economic & Cultural Development Officer, 400 Lea Joyner Expressway, Monroe, LA 71201	TBD
Shortlist determined by City	TBD
Supplemental RFP Proposal to Kelsea McCrary, Chief Economic & Cultural Development Officer, 400 Lea Joyner Expressway, Monroe, LA 71201	TBD
City to conduct interviews of shortlist (as applicable)	TBD
City consideration and determination regarding any modifications to the Development Plan	TBD
Selection Committee to select developer and commence negotiation with one development team (45 day negotiation period)	TBD
City approval of development team, Proposal and the Ground Lease and any development agreement	TBD
State, Parish, City and LED consideration and determination regarding any required incentives relating to the development	TBD
Final City approval and execution of Ground Lease	TBD

III. PROPOSED DEVELOPMENT GOALS

The City is committed to creating a high-quality development that will maximize the

benefits to the City and surrounding communities. The City is encouraging the proposal of a creative and innovative development that is compatible with the vision of the City. It is also intended that any development of the Project will provide a strong catalyst for growth and development throughout the City.

Specific project goals include the following:

Maximizing Value. Developing the Building to its full potential, thereby maximizing the associated value and generating additional tax revenue to the City. Development of the Building for retail, commercial office space, entertainment, parking, residential housing (consideration of both market rate and affordable), restaurants and other tourism related activities may be considered.

Jobs. Stimulating jobs through the development process. The project should promote an equitable, diverse and inclusive business environment by creating opportunities for participation by qualified local businesses, as well as minority and women-owned businesses, and encouraging involvement in apprenticeship programs.

Sustainability. Creating an environment that is planned using smart growth principles and to the extent possible is environmentally sustainable by incorporating Leadership in Energy Efficient Design (LEED) standards, if applicable.

Compatibility. Providing development that is both compatible and consistent with the overall plan and vision of the City.

Promote the City. Promoting the growth and vibrancy of the City and the development districts.

IV. INCENTIVES AND TAX CREDITS

Each of these potential incentives and tax credits require either approval by other governmental entities and/or compliance with specific regulatory guidelines. The City does not make any representations or assurances of any type regarding the eligibility of any proposed development of the Project for, or the availability of, any of the incentives listed below or otherwise with respect to any specific incentives. The City has no authority to grant any state incentives relating to the Project but will use its best efforts to develop with the Office of Louisiana Economic Development (“**LED**”) to successfully obtain state incentives of which it is eligible.

City of Monroe Allocation. Upon discussion with and negotiation with a proposed developer, the City will invest funds into the development of the Project including but not limited to infrastructure improvements. The budget, scope and size of the City’s investment will be determined at the discretion of the City and Governing Body. Proposers are expected to include site development and infrastructure improvement cost estimates in their budgets and overall sources and uses with assumptions of the amount of an investment it would seek to receive or make request of from the City.

Historic Tax Credits. Historic Tax Credits may be available in connection with development of the Building. These tax credits may be available at both the federal and state levels. The 20% State Commercial Tax Credit was created in 2002 by the Louisiana Legislature to encourage the redevelopment of income-producing historic buildings in Louisiana's Downtown Development Districts as well as certified Cultural Districts. The credit equals 20% of eligible costs and expenses incurred as applicable to the current rules and regulations of the program. The sunset date for the Commercial Tax Credit program has been extended through December 31, 2025. A federal 20% income tax credit is also available for the rehabilitation of historic, income-producing buildings that are determined by the Secretary of the Interior, through the National Park Service, to be "certified historic structures."

New Market Tax Credits. New Market Tax Credits may be available in connection with development of the Building. These tax credits may be available at both the federal and state levels. The Building is in census tract 220703010800 and is designated as severe distress/non-metropolitan and eligible for federal New Market Tax Credits. Alternative designations of eligibility may apply based on the proposed development. Moreover, Louisiana law also provides for a New Market Tax Credit under La. Rev. Stat. §47:6016, which mirrors the federal New Markets Tax Credit. If an investment qualifies under federal law as a qualified equity investment and a qualified low-income community investment, then it should also qualify for the Louisiana tax credit.

Tax Increment Financing. State and local authorities may establish TIF districts. Louisiana law allows the use of sales tax increments to fund local economic development projects and the use of hotel occupancy tax increments to finance projects located in certain special taxing districts. The City would be open to providing this incentive to Developer.

Property Tax Abatement. The City will also consider a request for a property tax abatement or an in lieu agreement in accordance with applicable law. The Restoration Tax Abatement (RTA) program provides an up-to ten-year abatement of property taxes (*ad valorem*) on renovations and improvements of existing commercial structures and owner-occupied residences located within economic development districts, downtown development districts, historic districts, and opportunity zones. A payment in lieu of tax agreement is a negotiated agreement establishing property tax payments and amounts in lieu of the standard tax assessments and procedures (not less than one third of the normal tax assessment). If approved, the City will assist and cooperate in connection with any related requests for property tax abatements or in lieu agreement, if applicable.

Renewal Community. Renewal Communities (RCs) and Empowerment Zones (EZs) are distressed urban and rural communities where qualifying businesses are eligible for lucrative tax incentive offered by both the federal government and the State of Louisiana. In 2002, the Department of Housing and Urban Development (HUD) announced the designation of Ouachita Parish as a "Renewal Community," eligible to share in an estimated \$17 billion in tax incentives to stimulate job growth, promote economic

development and create affordable housing. As a result of this Renewal Community designation, businesses in Ouachita Parish are eligible for certain tax credits, tax deductions, capital gains exclusions, bond financing, and other incentives including New Markets Tax Credits, accelerated depreciation schedules and zero capital gains on the sale of assets held at least five years.

Other Incentives and Grants. Various other incentives, tax credits, grants and loan programs may be available through the LED, depending on the nature, size and scope of any proposed development. Each developer is encouraged to evaluate and consider these various incentives in relation to its proposed uses and development. The City will assist, cooperate, and in certain cases, act as the sponsor with the selected developer in order to obtain applicable incentives through the LED.

V. DEVELOPER RESPONSIBILITIES

This section provides a general overview of the anticipated responsibilities of a developer. The City intends that the developer design, construct, operate, and maintain a sustainable mixed-use development that supports the City's goals for economic generation and community revitalization and incorporates commercial office space, residential housing (consideration of both market rate and affordable), retail, parking, restaurants and entertainment uses. It is very important that respondents state clearly the scope of their development interest and experience, including their development concept for the Project. The City's general objectives to guide the development of the project are as follows:

1. Propose uses and designs for the mixed-use development that will lead to a vibrant development and provide access to the riverfront for all.
2. Consideration of the potential hotel development adjacent to the site and potential collaboration with hotel developer for a unified vision, maximizing any shared opportunities. The hotel is a separate project not covered by this RFP. For more information, please contact Kelsea McCrary, Chief Economic & Cultural Development Officer at Kelsea.Mccrary@ci.monroe.la.us and 318-329-2250 or 318-329-2310.
3. Build consensus among public and private stakeholders including the faith-based community, nonprofits and minorities.
4. Develop a compelling value proposition that will attract visitors and users to the site.
5. Establish a blueprint to guide further public infrastructure investment.
6. Develop an actionable plan to guide implementation and successful realization of the vision.
7. Develop high-quality design and construction that enhances the project site and draws visitors and users.

8. Preserve the historic character of the buildings and position the project for historic tax credit funding to the extent possible.
9. Create a distinctive community appropriate to the riverfront and the surrounding neighborhoods.
10. Incorporate sustainable development strategies at every stage of the project.
11. Capitalize on opportunities to incorporate public amenities.

The City has a strong interest in seeing high quality, mixed-use development occur on as much of the property as feasible. Accordingly, the City may negotiate with multiple respondents for development of the Building. In evaluating submittals, the City will give added weight to submittals that clearly promote the City's goals.

Following selection of the developer, the development responsibilities will be more specifically defined and detailed in the ground lease and any development agreements negotiated between the developer parties and the City and any incentive agreements negotiated between the developer parties and the City, Ouachita Parish, Louisiana (the "Parish") or LED, as applicable.

It is anticipated that the developer's work program will include, but is not limited to, the following services:

Master Planning & Design

Working closely with the City, the developer will develop a master plan, including a space program, vision, and conceptual design for the project. The developer will present design schemes to City and solicit input and subsequent approval. The developer should also define a vision of the future, incorporate concepts of urban development and environmental stewardship, and define how infrastructure and services will be provided to support the development of both the Building and any contiguous areas. Any material modifications to the approved Building Plan will require approval of the City. A preservation easement will be attached to this property, to protect its historic character into the future. Modifications to the building will be reviewed by the easement holder and must be approved in writing, prior to construction. Review will seek to find an appropriate balance between historic integrity with modern functionality and comfort. A copy of the preservation easement will be available upon request.

Implementation

The developer will be fully responsible for implementation, including, without limitation, developing a plan, permitting the project, securing the financing for the project, assisting individual tenants in securing financing, coordinating preliminary development negotiation and obtaining any necessary approvals and licenses from the State of Louisiana, the City, the Parish and LED (if applicable). Upon request, the City will provide assistance to the developer in these efforts.

Land Use and Development Approvals

The developer will be responsible for any permits, licenses or regulatory approvals for development and operation of the Building. This includes any required environmental Building assessments, tideland or wetland assessments, antiquity related restrictions or permitting requirements and related documentation, reports and approvals, building permits, and any similar requirements. Upon request, the City will provide reasonable assistance to the developer in these efforts.

Financing Infrastructure and Development Costs

The developer will be responsible for establishing the financing structures for the project in addition to financing the costs of the project. These costs include all pre-development and development costs such as infrastructure, entitlements, environmental, wetland, traffic, soil, utility or other studies, design and construction costs, and off-Building and on Building work. Requirements of the developer include, but are not limited to, the following: (1) working with within the framework of the City master plan; (2) securing building permits; (3) securing all necessary licenses and approvals; (4) financing and developing infrastructure; (5) any and all financial structuring; and (6) all horizontal and vertical development. This list is not intended to alter any incentives ultimately approved by the City, Parish or LED.

The City has no authority to grant any state LED incentives relating to the Building. However, the City may negotiate public/private partnership incentives to be incorporated into the ground lease or development agreement to be approved by the City and, if required, will provide reasonable assistance in connection with any City, Parish, or State approvals or incentives being requested.

Construction

The developer will be responsible for the construction of all improvements, including, but not limited to, infrastructure such as utilities, drainage and roads; parking areas; building cores and shells; tenant improvements; furniture, fixtures and equipment; landscaping and streetscaping. The developer(s) will be required to comply, and cause all contractors and subcontractors to comply, with all applicable local, state and federal regulations regarding construction and employees, including, without limitation, prevailing wage, employment and other labor-related issues. In addition, the developer for its own behalf will be responsible for negotiating all development and construction agreements with any third-party developers and contractors.

Management

The developer will be responsible for long term management, operating and maintenance of the development. This may include the establishment of public/private partnerships to maintain any areas dedicated to the public after the initial completion of the development.

VI. CERTAIN GROUND LEASE REQUIREMENTS

Upon selection, and after a period of further due diligence, the City intends to enter into a ground lease and related agreements with the successful Proposer. If a ground lease and development agreement cannot be negotiated with the selected developer on terms acceptable to the City, the City reserves the right to negotiate with the next highest scored Proposer. The developer's further due diligence is expected to include the following primary activities:

1. Finalize a space program, vision, and conceptual design for the project for approval by the City,
2. Determine required approvals, permits, and other regulatory actions that may be necessary or desirable for the project, and
3. Secure the necessary financial commitments for the project.

Form of Ground Lease

The successful Proposer will be required to enter into an unsubordinated ground lease with the City. The City will retain fee title to the Building at all times. Use of the Building will be subject to any and all existing title matters, easements for utilities, roads, and prior reservations of all minerals and to all matters that would be revealed by a physical inspection or survey of the property. All existing oil, gas and mineral rights in the Building have been or shall be reserved in the City, as applicable, and no provision of the ground lease may provide otherwise. Any title insurance premium and any additional title reports, commitments or updates will be the responsibility of the developer. The City is not undertaking any examination of title and makes no representation of any type regarding the status of title or any survey related matters.

The ground lease will contain standard provisions protecting a mortgagee's interest and allowing the mortgagee to assume obligations or cure defaults on behalf of developer.

However, the City's fee interest will not be subject to any mortgage and no mortgagee shall have any right to foreclose on the City's fee interest. The terms and provisions of the final ground lease are subject to negotiation between the selected developer and the City.

Condition of Property

The City makes no representation or warranty regarding the physical condition of the Building, soil condition, presence of fill or waste material, environmental status, presence of wetlands, historical or antiquity related Buildings, or any other conditions of the property or its suitability for any purpose or use. Prospective developers may visit the Building and upon request in writing a minimum of two (2) business days in advance of the requested Building visit a representative of the City will be available to accompany any Proposer on any such Building visit. No adjustment will be made to any payments due under the ground lease for any property conditions, known or unknown, patent or latent,

discoverable or undiscoverable. **The developer is responsible for its own due diligence at developer's sole cost and expense and shall lease the Building on an "AS IS, WHERE IS" basis with all faults.**

The attached identification of the Building and any photographs, descriptions, surveys or other information made available to Proposers, if any, or otherwise is believed to be correct but have not been verified by the City. Any error or omission in the identification or description of the property; any title or survey matters; or any other information relating to the Building or the existing improvements or infrastructure, if any, shall not constitute grounds for non-performance by the developer or grounds for any claim by the developer against the City. ALL SUCH INFORMATION IS MERELY BEING PROVIDED AS A COURTESY TO THE RECIPIENT WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE. EACH DEVELOPER MUST RELY ON ITS OWN INDEPENDENT DUE DILIGENCE INVESTIGATION AND EVALUATION REGARDING THE BUILDING AND ITS EXISTING IMPROVEMENTS, IF ANY. ANY AND ALL SURVEYS, REPORTS AND OTHER DUE DILIGENCE THAT DEVELOPER DEEMS REASONABLE OR NECESSARY WILL BE THE RESPONSIBILITY OF THE DEVELOPER AND UNDERTAKEN AT THE DEVELOPER'S SOLE COST AND EXPENSE.

Brownfield Cleanup Funding Opportunities

The Environmental Protection Agency's ("**EPA**") Brownfield Program provides direct funding for brownfield assessment, cleanup, revolving loans, environmental job training, technical assistance, training, and research. To facilitate the leveraging of public resources, EPA's Brownfields Program collaborates with other EPA programs, other federal partners, and state agencies to identify and make available resources that can be used for brownfield activities. The City maybe eligible for numerous funding opportunities to cleanup and remediate the Building. The following initial environmental assessment costs have already been spent upon the Building or is pending:

1. Phase I ESA (06/15/2020) - **\$10,000**
2. Phase I Update (09/21/2021) - **\$6,650**
3. Phase II ESA and Asbestos Inspection/Survey (07/21/2021) - **\$38,222**
4. Cleanup Planning (Analysis of Brownfield Cleanup Alternatives – ABCA) (01/06/2022)- **\$3,999**
5. Corrective Action Plan (5/25/2023) – Awarded an EPA Brownfield Cleanup - **\$872,900.00**

For more information on the EPA Brownfield Cleanup funds that have been awarded to the city, please contact Kelsea McCrary (Kelsea.Mccrary@ci.monroe.la.us), Chief Economic & Cultural Development Officer.

Uses

The ground lease will allow uses as contemplated by the proposed development plan once

approved by the City. However certain uses will not be permitted, including, without limitation, illegal activities, environmentally hazardous activities, dry-cleaner (except a location exclusively for pick-up and drop-off), massage parlor, hot tub facility or suntan facility (other than on-Building spa related facilities), or any store the principal purpose of which is the sale of alcoholic beverages for consumption off premises.

Term

The ground lease will be for a primary term of up to seventy-five (75) years or as allowable under state law. The ground lease will permit certain renewal options. The term of the ground lease will be determined based on the proposed uses and amount of actual investment by the Proposer. The City will consider other commercially reasonable options to protect the integrity of the development during the renewal period, including, without limitation, certain provisions promoting capital investments.

Rent Payments

The base rental rate should be based upon a market based rental rate subject to any rent abatement discussed below and subject to any additional or percentage rent being offered. Each year after a set date, base rent should be adjusted annually based on a market-based concept acceptable to the City such as a fixed percent per year on a cumulative basis or by such other adjustment mechanism as may be determined based on a recognized index or approved appraisal concept. Base rent for any renewal period shall be adjusted to the then fair market value of the property including the value of the then existing improvements. All base rent for any renewal period shall continue to be subject to the cumulative annual increase referenced above.

Upon execution of the ground lease, developer is expected to pay to the City an initial sum as the initial base rent. Base rent shall be due on such regular payment dates as determined by the City. Other than the initial base rent payment, the full rent commencement date shall be the earlier of a date certain or issuance of a certificate of occupancy for the first improvements to be constructed on the Building or any adjacent or adjoining buildings comprising the development project. The City will consider abatement of a portion of base rent during the period from execution to the rent commencement date for construction purposes and will also consider a reduction in base rent during any approved phased construction schedule, but no such abatement or reduction shall reduce the base rent payment due upon execution of the ground lease.

Proposer shall identify any additional annual rents to be paid to City based on either a percentage of: (i) the gross revenue of the project (including the revenue of all affiliated entities of the developer relating to the project), (ii) the appraised value of the improvements to be constructed on the Building, or (iii) such other additional rent method, or calculation as may be proposed by the developer and acceptable to the City in its sole discretion.

If any rental payment or portion of a payment is not received by City on or before the tenth

day following the due date of such payment, then a service late charge shall be due and payable in addition to the payment owed and default interest will accrue from the due date until fully paid. The developer will be granted only two late payments per year and any additional late payment is grounds for termination of the ground lease, subject to any mortgagee cure rights.

Developer and any successor will be responsible for all City, State and Parish taxes relating to the leasehold interest and all improvements. Developer's responsibilities also include payment of all expenses of the property and development, including, without limitation, insurance, utilities, taxes (sales, use, property, ad valorem and other), tidelands, development, maintenance, repair and operation.

Improvements

All existing improvements, if any, will be transferred to the developer upon execution of the ground lease in their "AS IS, WHERE IS" condition. Developer shall be responsible for any demolition, mitigation or rehabilitation of any improvements at its sole cost and expense. The Building is currently unimproved except for certain parking areas and a drainage system. Developer will have all development and construction risk and responsibility.

Developer shall ensure all improvements are constructed in accordance with the building codes of the City and all applicable federal and state laws and guidelines, including and without limitation to FEMA and ABFE. All improvements then existing will automatically revert to the City upon expiration or early termination of the ground lease without payment of any fee. The ground lease will contain no option to purchase either the improvements or the fee interest upon expiration or termination of the ground lease.

The developer will be responsible for meeting all timelines and construction schedule milestones, including, without limitation, dates for construction commencement and substantial completion, as agreed upon in the ground lease or development agreement, subject to reasonable extensions directly caused by "force majeure" events, or risk termination of the ground lease and forfeiting any paid rent. The City will consider granting up to two extensions of the timelines and/or milestones for designated periods based on certain requirements upon the written request of the developer and payment of an extension fee to be set forth in the ground lease.

Insurance Requirements

Developer will be required to insure, at its expense, all buildings and related improvements under a standard all-risk property damage insurance policy, including flood, windstorm or change of condition. Developer will also be required to carry commercial general liability insurance, business interruption and other standard coverages as more specifically outlined in the ground lease. The City has been advised that such coverages are currently generally available. However, there can be no assurance of the availability or the actual cost of any such insurance, now or in the future, as it is dependent on many factors including,

without limitation, the specific development and use.

Financial Reporting

Developer shall provide to the City quarterly financial reports and on a yearly basis, audited financial statements and tax returns relating to the use and operation of the Building, including, without limitation, financial statements of any affiliates of developer involved in the use or operation of the Building.

Other Provisions

The ground lease will contain other provisions typically contained in a ground lease for development, including, without limitation, milestones, default provisions, indemnifications by the developer, insurance requirements, obligations to rebuild in the event of a casualty, obligations to repair, maintain and operate in a first-class manner, mortgagee provisions, non-discrimination, rights to assign and sublease and liability disclaimers for the benefit of the City. The specific terms and provisions of the ground lease are subject to negotiation between the selected developer and the City.

VII. TECHNICAL PROPOSAL

Initial Proposal. Each proposer shall provide a general description and conceptual representation of the proposed development and key factors of the development program. This description and concept shall enable effective evaluation of the proposer's ability to achieve the City's development goals and demonstrate what the proposer presently envisions for the Building or applicable portion thereof. Proposals submitted pursuant to this RFP shall be brief and to the point. The proposer shall submit one (1) original and five (5) hard copies as well as one (1) digitally converted copy of the Proposal.

The Initial Proposal must include, at a minimum, the following:

A. Cover Letter

Should contain the RFP title, the proposer's name and development opportunities being proposed. Please provide the following information:

Company/Firm Name	
Authorized Representative-Sign	
Authorized Representative-Print	
Address	
Phone Number	
Facsimile Number	
Email	
Web Address (if available)	

Include the Respondent's (a) understanding and vision for the project, (b)

distinct approach, (c) value to the City, and (d) plan for expediting the schedule and managing the timeline. Page limit: 5 pages.

B. Letter of Transmittal

The letter of transmittal should be no longer than two pages in length and shall contain:

- a. The name, title, address, telephone, e-mail and fax number(s) of the individual(s) with authority to bind the proposer during the period in which the City is evaluating Proposals. Such individual(s) shall sign the Letter of Transmittal.
- b. The address and legal form of the proposer. If a joint venture is being proposed, provide the above information for all participating ventures.
- c. Statement that the Proposal will remain in effect, and not be withdrawn, for 60 days after the due date.
- d. Statement acknowledging receipt of every addendum that the City may issue to this RFP.
- e. Certification of no Prohibited Interests (as outlined below).

C. Table of Contents

D. Statement of Qualifications

Section 1 – Overview of Proposer and development team

This should include development experience, with particular emphasis on the developer's experience with similar proposed developments. This should also include a list of any expected local team members or contributors. Proposer should also include experience in design, construction, development, financing, leasing, marketing and management of similar projects. The City reserves the right to disapprove proposed team members or contributors.

Section 2 – Experience Record

To the extent not previously referenced in the response to Section 1 above, examples of: (i) projects such as the one proposed for the Building, (ii) familiarity with Louisiana or other similar city's development processes, (iii) some familiarity with market rate and/or affordable housing, and (iv) work with similar stakeholder groups and designing for maximum sustainability.

Section 3 – Organization and Management Plan

This section should include a description of the Proposer's organization and management plan, which shall be established to undertake the development. The organization and management plan shall clearly identify the project manager and key personnel associated with the proposed development. If the Proposer is a joint venture, the company or firm affiliation of each staff person must be identified.

The Proposer shall detail the role of the team and each key member, including how the team will accomplish the following activities: planning and design of the development; financing the development; construction; long term ownership, management, operation and maintenance; proposed lease structure for the ultimate users, if applicable.

Resumes of all key personnel shall be included along with a list of partners, investors and owners where applicable – both active and silent.

Section 4 – Firm Information

Background information – To the extent not previously referenced in the response to Sections 1, 2 or 3 above, a concise description of the Proposer, including organizational structure, subsidiary companies, identification of principals or parent companies, length of time in business, office locations and size, and overall number of personnel by discipline. A list of all litigated or arbitrated matters (determined, settled, pending or threatened) that developer, its principals, its affiliates were a party during the prior 5 years. If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this Proposal.

E. Conceptual Summary of the Proposed Development

Section 1 – Conceptual Project Description and Team Philosophy

This section should include the vision of the project. It should also include land use, adaptability, phasing, strategies and any other proposed opportunities or ancillary investments or amenities that will benefit the City, the surrounding area and/or the Building, as appropriate. It should also include any ability, expectation or plan to assemble additional property to increase the magnitude and impact of the proposed project (if applicable).

Include proposed uses, proposed improvements, and the square footages of each and where appropriate:

- (a) Site plan and concept renderings indicating uses,

improvements, and proposed infrastructure.

- (b) Architectural character of the buildings, public amenities, and infrastructure.
- (c) Sustainable design approach and goals.
- (d) Circulation, site access, and parking.
- (e) Stakeholder engagement plan identifying major stakeholders, potential issues to be addressed, and interaction approach to inform stakeholders of progress and to avoid disruptions.
- (f) Plan for coordination with potential hotel developer.

The City proposes transformation of the Building into a mixed-use urban center with public gathering space and space for small businesses to start and scale in addition to the possibility of retail, commercial office space, entertainment, parking, residential housing (consideration of both market rate and affordable), restaurants and other tourism related attractions. Developer may utilize either shipping container concept or something built in brick and mortar provided Developer incorporates design concepts beyond the typical restaurant/nightlife/boutique concept. Developer is encouraged to incorporate the river in the vision of the project.

The City will approve conceptual plans for the development and any modifications of future plans will require the City's written consent.

Section 2 – Ground Lease

Include any material revisions to the specific ground lease terms referenced in this RFP.

Include the base rent being offered and any escalations thereof. Include any additional or percentage rent being offered in addition to the base rent, including the mechanism for determining any such additional or percentage rent.

Section 3 – Development Schedule

Provide a project schedule that includes estimated dates for completion of all major project milestones and phases and a timeline from commencement to completion (including general details of each proposed phase). Include dates for required approvals, due diligence, and execution of agreements with the City.

Section 4 – Project Financing Information

Include a description of the team's ability to finance the project through

completion. Include your potential financial structure for the transaction based on the structures you typically use for development projects and include the partners, investors, financiers you typically work with on these developments. Indicate how these relationships would contribute to the overall value you would bring to the City.

Include the financial structure proposed for the project including, but not limited to, the sources and terms of financing, evidence of ability to obtain financing, any disclosures provided to investors, development budget, pro-forma cash flow projection including sales, rental, and any other revenues with projected equity investor returns, proposed payments to the City, and any revenue or rent share for the term of the ground lease. The City reserves the right to negotiate all financial terms with the selected developer.

Section 5 – DBE Plan

The City intends to maximize opportunities for disadvantaged businesses and women-owned businesses in all phases of the procurement process and to provide equal opportunity for disadvantaged businesses and women-owned businesses (DBEs/WBEs) in the areas of construction, professional service, equipment and supplies, and other procurement activities. For this project, the City has established minimum goals for DBE/WBE participation (with preference given to Proposals that exceed the minimum participation requirement) as follows:

25% DBE/WBE professional services

25% DBE/WBE goods and non-professional services

25% DBE/WBE construction

The City participates in the Louisiana Unified Certification Program (LAUCP), which establishes the Louisiana Department of Transportation and Development (LADOTD) as a certifying agency. Firms must be certified in accordance with LAUCP prior to the RFP submission deadline and in accordance with the City's Disadvantaged Business Enterprise Program which is outlined in Chapter 2, Article IV of the City's Code of Ordinances. Questions about certification and the program may be directed to Curt Kelly, Director of Purchasing, 318-329-2314.

Submit a DBE Plan narrative that indicates how Respondent will meet the City's goals for DBE/WBE participation for each phase of the project. Respondent's DBE Plan must identify certified entities with the following information:

(a) Legal name of entity

- (b) Legal firm organization (e.g. corporation, LLC)
- (c) Address of primary office location providing services
- (d) Commercially useful services to be provided under contract to Respondent for this project
- (e) Percentage of ownership interest in the project if any
- (f) Agreed upon professional services fee as a percentage of overall professional services fees

Include a copy of each entity's certification and any required forms or data as part of the Proposal.

Proposers are encouraged to exceed the stated goals. If a Proposer does not meet or believe it can meet the DBE/WBE goals, the Proposer should include written documentation of their good faith efforts to secure such participation, the unavailability of potential DBE/WBE firms, and provide justification as to why such goals cannot be met.

Section 6 – Deviations

List of any proposed material deviations from the terms and provisions contemplated by this RFP.

Supplemental Proposal. If a proposer is one of the proposers shortlisted by the City, each shortlist proposer should submit one (1) original and five (5) hard copies as well as one (1) digitally converted copy of the Supplemental Proposal. Supplemental Proposals should be brief and to the point but must include, at a minimum, the following:

A. Cover Letter

Should contain the RFP title, the proposer's name and development opportunities being proposed.

B. Letter of Transmittal

The letter of transmittal should be no longer than two pages in length and shall contain a reaffirmation of all information contained in the initial Letter of Transmittal and a description of any changes or modifications thereto.

C. Table of Contents

D. Statement of Qualifications

Should only include any changes, modifications or additions to the information contained in the initial Statement of Qualifications.

E. Summary of the Proposed Development

Section 1 – Conceptual Project Description

This Section should include:

- a. Conceptual drawings of the proposed development and project components, including any recommended changes and/or improvements to the Building's Development Plan.
- b. Overall vision and scope of the proposed development.
- c. A description of how the proposed development could potentially impact the City, surrounding historic districts and neighborhoods, and the potential economic benefits including, without limitation, the number of jobs to be created during construction and during operations and the projected impact on the local tax revenues including sales and property tax. This description should also outline the major components of the proposed historic preservation plan or any historic preservation plans required by both state and federal regulation.
- d. A generalized description of the nature of the project including building materials, public areas, uses by square footage, parking, traffic flow and any other proposed uses of the property.
- e. Any intended phasing of the proposed development, including specific details of each phase.
- f. The total estimated project cost of the proposed development with an allocation of cost per phase, if applicable.
- g. Market(s) to be served by the proposed development.
- h. How the proposer envisions the development will integrate into the waterfront and adjoining neighborhoods including vehicular traffic impact and pedestrian walking paths.
- i. How the proposed development is compatible with the City's Comprehensive Plan.
- j. A preliminary project budget showing sources and uses of development funds with an allocation per phase, if applicable.
- k. A preliminary ten year operating financial pro-forma including break-even analysis for the proposed development showing income, operating costs, capital costs, equity contribution, debt service, and

returns by phase or component.

- l. A statement on whether the proposed development is contingent on any local, state or federal government action or incentive (e.g., regulation changes, public funding, grants, loans, other), the details of all requested actions or incentives, the justification for the action or incentive, and the methods to be implemented.
- m. Proposed overall project schedule including proposed design, construction commencement and completion dates. If phasing is contemplated, include the proposed schedule for each phase.
- n. A comprehensive list and description of any and all other conditions upon proposer's commitment to carry out the redevelopment of the Building pursuant to the Proposal.

Section 2 – Ground Lease

- a. All revisions to the specific ground lease terms referenced in this RFP and material comments to the form of ground lease located on the Website.
- b. The base rent being offered and any escalations thereof.
- c. Any additional or percentage rent being offered in addition to the base rent, including the mechanism for determining any such additional or percentage rent.

Section 3 – Firm Information

- a. Project financing: a description of the team's ability to finance the project through completion. Please include your potential financial structure for the transaction, based on the structures you typically use for development projects, and include the partners, investors, financiers you typically work with on these developments along with references for lenders of past projects of similar size and scope. Indicate how these relationships would contribute to the overall value you would bring to the City. This should include any update or additional information to that included in the Initial Proposal.
- b. Two years of financial information (i.e. balance sheets and income statements) for the proposer and any principal of the proposer or joint venture with an ownership of 20% or greater or who otherwise has control of the proposer.

Section 4 - Deviations

List of any and all proposed deviations from the terms and provisions contemplated by this RFP.

F. Standby Letter of Credit

Developer maybe required to provide, at its sole cost and expense, a standby letter of credit in an amount acceptable to the City, based on the size and scope of the project, from a financial institution also acceptable to the City that shall be in effect until the completion of the first phase of development as defined by the City. Based upon the review of developer's financials, no standby letter of credit will be required if the City determines that developer's tangible net worth exceeds the overall capital investment required to complete the Project or it has provided a parent company guarantee acceptable to the City.

G. Application Fee and Good Faith Payment

1. **Good Faith Payment:** A good faith payment in the amount of \$25,000 must be paid to the City by the proposer selected by the City for exclusive one-on-one negotiation within ten (10) business days after proposer has been notified that the City has selected the proposer for such negotiations or as determined by the City. It is contemplated that after completion of the interviews of the shortlisted proposers and evaluation of the Supplemental Proposals, the City will select an individual proposer to commence exclusive negotiations with for a period of forty-five (45) days or less. At such time, all proposers who submitted Supplemental Proposals will be advised of the proposer selected for negotiations. This payment must be in a form of a cashier's check, certified check, bank check or money order payable to the order of City. **The good faith payment is absolutely non-refundable and shall immediately become the property of City, regardless of whether the proposer is ultimately successful in negotiating and executing a ground lease and development rights.** The payment will be credited toward the base rent due under the ground lease after the first three years as outlined below provided the proposer ultimately executes a ground lease with the City. The good faith payment is intended to provide the City with a source of funds to offset certain expenses associated with negotiation of the terms of the development and ground lease with the selected proposer. All shortlisted prosperers shall maintain their offer open until expiration of the 60 day offer period in the event that the City and a selected proposer are not able to negotiate an acceptable final agreement. If subsequently selected for exclusive negotiations, the proposer must comply with the terms of this paragraph regarding payment of the good faith payment.

VIII. CRITERIA FOR SELECTION

The City will establish a selection committee who will evaluate the proposals and make

recommendations to the Governing Body of the City based upon the following set of criteria which is listed in order of importance:

1. The overall contribution and economic impact to the City. (24 points)
2. The ability to finance the development. (20 points)
3. The ability to complete and operate the development. (14 points)
4. The quality, ability and relevant experience of the development team. (12 points)
5. The quality and responsiveness to the proposed vision of the City. (7 points)
6. The degree the Proposal uses smart growth principles and is consistent with the City's Comprehensive Plan. (5 points)
7. The impact on the surrounding neighborhoods. (5 points)
8. The willingness and ability to include sustainable elements in the project. (5 points)
9. The ability to obtain the necessary public and private entitlements and incentives in a timely manner. (3 points).

Based on items above, the points referenced for each criterion will be used to determine which submittals will be included in a shortlist and also to determine which proposer(s) is selected for specific negotiation. The City will then undertake negotiations with the selected proposer(s).

The City reserves the right to reject any and all responses, to waive informalities, irregularities and technicalities, to negotiate with any person or persons for Proposals, and to waive clarifications and exceptions, all as deemed to be in the best interest of the City. The City reserves the right to request additional information from any respondent as deemed necessary to analyze responses and to delay awarding any contract. In the event the City determines that it is the public interest to reject any and all Proposals, all proposers will be advised thereof. In the event the Chief Economic & Cultural Development Officer or the Governing Body, acting for and through the City, determines that it is in the public interest to accept a Proposal, a notification of intent to accept such Proposal shall be sent to the proposed developer.

IX. GROUNDS FOR DISQUALIFICATION

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of its proposal:

1. Evidence of collusion among Proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.
3. Lack of responsibility as shown by past work.
4. Any uncured default or termination on a previous contract with the City for failure to perform.

X. SUBMISSION OF PROPOSALS

Submittal Instructions

Initial Statement of Qualifications must be submitted to Attn: Kelsea McCrary, Chief Economic & Cultural Development Officer, 400 Lea Joyner Expressway, Monroe, LA 71201. Supplemental Proposals must be subsequently submitted, no later than two business days. Any proposal submitted outside of detailed submission requirements will be returned unopened.

Submit Proposals to:

Kelsea McCrary
C/O Office of Economic & Cultural Development
400 Lea Joyner Expressway
Monroe, Louisiana 71201

Each proposal will be evaluated for compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. Each proposal will receive consideration without regard to race, color, religious creed, handicap, ancestry, age, gender or national origin.

Registration and Questions

All interested proposers should email an indication of your interest in this RFP to and register with:

Kelsea McCrary
Kelsea.Mccrary@ci.monroe.la.us

Angie Sturdivant
angie.sturdivant@ci.monroe.la.us

and

Curt Kelly

curt.kelly@ci.monroe.la.us

All questions should be submitted in writing and should be directed to:

Kelsea McCrary
Kelsea.Mccrary@ci.monroe.la.us
318-329-2272
Fax: 318-372-6864

Angie Sturdivant
angie.sturdivant@ci.monroe.la.us
318-329-2240
Fax: 318-329-3427

Curt Kelly
curt.kelly@ci.monroe.la.us
318-329-2222
Fax: 318-329-3282

Authorizations

Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts.

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Louisiana Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential."* They are considered public information.

Please mark one:

☐ **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

☐ **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please provide the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled

“PROPRIETARY INFORMATION” in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

The successful responder must be and state that it is an equal opportunity employer in all solicitations or advertisements.

XI. REVIEW PROCESS

The selection committee will review and rate all proposals and may determine an interview list of the responders whose proposals are highest rated based on qualifications and information provided in response to this RFP.

The City reserves the right, in their sole discretion to reject any and all proposals, in whole or in part, and to negotiate the terms of the contract, including the ground lease and other economic terms, with the selected Proposer prior to entering into a written agreement. The City reserves the right to negotiate with different Proposers with respect to different portions of the Building. The City also reserves the right to lease only a portion of the Building. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the City may negotiate a contract with the next highest scoring responder.

Interview listed responders will be scheduled for oral presentation to the selection committee, not to exceed two hours duration, including responding to questions from the selection committee relevant to the responder’s proposal.

The selection committee may then rescore all interview-listed responders based on the information submitted and oral interview and will compile a new list ranking those firms. After interviews and evaluations are complete, the selection committee will make its recommendation to the City’s Governing Body, who will make the final decision as to award of ground lease. The City will have final authority to negotiate the terms and provisions of any lease of all or a portion of the Building with the successful responder. The form of the ground lease shall be determined by the City and may be available for review and comment as part of the interview process.

XII. GENERAL PROVISIONS

A. Duration of Proposal

Proposals submitted in response to this RFP must be valid for a period of sixty (60) days from proposal submission deadline and must be so marked.

B. Ownership of Proposals

All proposals submitted under this RFP shall become the property of the City and will not be returned. Selection or rejection of a proposal does not affect this right.

C. Notice to Proposers

By submitting a Proposal, Proposers acknowledge and agree that:

- (i) The City shall not be responsible for any costs associated with a Proposer's response. Each Proposer shall bear all costs related to its responses, including preparation and delivery of the Proposal, attending any pre-qualification meetings, attending any interviews, and consummating the transaction proposed in this RFP. No reimbursement will be made by the City for any costs incurred prior to execution of the definitive development contracts, the ground lease or otherwise should an award result from this RFP.
- (ii) This RFP is not a contract between the Proposer and the City. The City is not obligated to negotiate with or enter into any agreement with any of the Proposers. The City may amend or cancel this RFQ at any time in its sole discretion. The City will not be bound to a Proposer in any way until such time as a written agreement is properly executed by the City and the selected Proposer. The City reserves its rights to waive defects, irregularities, and informalities, to issue supplementary information or guidelines related to this RFP and to accept or reject any part of any response at its discretion. The contents of this RFP may be included in contractual obligations if a contract ensues from this process.
- (iii) If selected as the developer pursuant to this RFP, the Proposer shall be required to maintain certain insurance coverage requirements that will be determined by the City in accordance with scope of the selected project.
- (iv) Developer shall be responsible for all taxes related to the use of the property.
- (v) Any amendments to existing ordinances and related approvals are the sole responsibility and at the expense of the developer.
- (vi) Developer shall undertake, at its sole cost and expense, site investigations and due diligence pursuant to a site access agreement that will include a waiver of liability and minimum insurance requirements.

D. Modification and Addenda

The City may modify this RFP and all related documents at any time prior to the deadlines referenced herein. In the event it becomes necessary to revise or modify any part of this RFP, addenda shall be created and emailed to registered respondents who have provided an accurate email address. All addenda will also be posted on the Website. Each recipient of an RFP shall have the responsibility to check the Website to verify if any addenda have been issued and to either download a copy of each addendum or make a written request for a copy of any such addenda

to the City in accordance with this RFP. If desired, a hard copy of any addenda will be provided upon request. All addenda posted on the Website shall automatically become part of this RFP and all proposers shall be subject to the terms and provisions of the addenda whether or not actually received by the proposer.

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgements are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the City.

E. Standard of Care

The standard of care employed by contractors in connection with any improvements shall be equivalent to the highest and best quality, attention, and judgement in the construction industry for similar services for similar projects. Construction contractors shall waive rights to file liens.

F. Developer's Accounting Records

All developer's accounting records relating to this agreement shall be maintained in accordance with generally accepted accounting principles and the City shall have access to and a right to audit them.

G. No Direct Contact

Direct contact with any City employee, including the Mayor or Council members about this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.

H. No Prohibited Interests

All Proposers will be required to represent, warrant and covenant that: (i) no current official, employee or member of the governing body of the City, and (ii) no person who shall have been a member of the governing body of the City during the preceding one-year period has or shall have any personal interest, direct or indirect, in any agreement entered into pursuant to this RFP or any selected Proposer (collectively, "**No Prohibited Interests**").

I. No Personal Liability

No official, employee or member of the governing body of the City shall be personally liable to any Proposer or any successor in interest in any manner, including, without limitation, in the event of any default or breach by the City or for any amount which may become due to any Proposer or successor or on any

obligation under the terms of any action taken or agreement entered into pursuant to this RFP.

J. Legal Compliance

Proposer agrees to abide by the requirements of the following laws and regulations promulgated pursuant thereto, as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, Presidential Executive Order 13224, the USA PATRIOT ACT, Public Law 107-56, the Bank Secrecy Act, the Money Laundering Control Act and the Americans With Disabilities Act of 1990.

Further, Proposer agrees not to discriminate in its employment practices, and will render services, without regard to race, color, religion, gender, national origin, veteran status, political affiliation, disability or sexual orientation. Any act of discrimination committed by Proposer or failure to comply with the foregoing legal obligations, as applicable, shall be grounds for termination of any and all agreements or negotiations with the City.

K. Indemnification

Proposer assumes and agrees to be responsible for all claims for damages for injuries to persons or property arising out of or relating to the performance of any of Proposer's duties, responsibilities, access to or investigations relating in any manner to this RFP or the Building, whether due to: (i) its own default or negligence or the negligence of its subcontractors or agents, (ii) any physical or other conditions known or unknown relating to the Building or any improvements thereon, (iii) the negligence of the City or its employees, officers, mayor, council members, commissioners or third party consultants, or (iv) otherwise. Proposer agrees to indemnify the City on account of such claims and further agrees that it will indemnify the City (including their employees, officers, mayor, council members, commissioners or third party consultants) fully against any liabilities, damages, costs, expenses, fines, penalties or forfeitures of any kind which may be imposed upon or levied against the City as a result of the such party's violation or failure to comply with any valid law, ordinance or regulation of the United States, State of Louisiana, Ouachita Parish or the City of Monroe, including the Federal Occupational Safety and Health Act of 1970 as amended from time to time or any federal regulation adopted pursuant thereto. This indemnification is in addition to and not in lieu of any indemnification provisions to be contained in the ground lease.

L. Confidentiality

The provisions of the Louisiana Public Records Act (La. R.S. 44:1, *et seq.*) govern this RFP. Therefore, all qualifications, materials, and documentation submitted in

response to this RFP shall be open to public inspection. If, however, Proposer believes that certain information submitted in response to this RFP is not subject to public disclosure (such as legitimate trade secrets, proprietary information, non-published financial data, etc.), then Proposer shall clearly mark all documents and information claimed to be exempt from public records disclosure and specifically justify the exemption at the time of submission. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of submissions, and final determination as to which information, if any, is exempt from disclosure rests with the City.

M. No Assignment

Developer shall not assign any project agreements to any entity except an affiliate without the City's written approval.

N. Termination for Convenience

Prior to the City's approval of the developer's conceptual plans, either party may terminate the relationship at no cost to the other.

O. Conflicting Provisions

In the event of any conflict between this RFP and any attachments, the more specific provisions of the attachment shall prevail unless otherwise instructed.

P. Governing Law

By submitting a response to this RFP, Proposer agrees that: (a) the laws of the State of Louisiana shall govern this request and all subsequent agreements; (b) all disputes arising from or relating to this RFP or subsequent agreements must be resolved accordingly; and (c) exclusive venue for all lawsuits or disputes arising from or relating to this RFP or subsequent agreement shall be Louisiana's 4th Judicial District Court.

Q. Public Trust/Code of Ethics

Each Proposer, subcontractor, and any other tier subcontractor and their officers, directors, and employees, hereinafter referred to as the "Interested Contract Persons," acknowledge that the City is a government entity serving the public and charged with public trust. As such, the payments under any contract will be public funds. The City reserves the right to terminate any contract or subcontract, seek damages, and any other remedies available to it by law, in the event of a conviction of or the rendition of a civil judgment against any one or more of the Interested Contract Persons for any crime or offense involving moral turpitude.

R. No Conflict

Proposers are required to disclose in their Proposals, and on an ongoing basis thereafter, any conflict of interest, real or perceived, that exists now or may exist in the future with respect to this RFP. Proposers are responsible for determining that there shall be no conflict or violation of the Louisiana Code of Governmental Ethics if awarded a contract or subcontract pursuant to this RFP. Ethical issues are interpreted solely by the Louisiana Board of Ethics.

S. No Collusion

No Proposer shall discuss or communicate with any other Proposer (or any employee, representative, or agent of any other Proposer) about the preparation of proposals to be submitted in response to this RFP. Each proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other Proposer (or any employee, representative, or agent thereof), and each Proposer will be responsible for ensuring that its participation in this RFP process is conducted fairly and without collusion or fraud.

Any contract between the City and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null, void, and unenforceable as contrary to public policy.

On behalf of the City, we invite you to submit a Proposal regarding the Building in accordance with this RFP. We are very excited about the potential redevelopment of the Building and the future of Monroe, Louisiana.

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EXHIBIT A

Description and Identification of Building

LEGAL DESCRIPTION

Tract 1 (Monroe Furniture):

A lot of ground in Monroe, Louisiana, fronting one hundred (100) feet, more or less, on Walnut Street and running back in a Westerly direction between the property of Biedenharn Realty Company, Inc., on the South, and the property of Messrs. Proffit, Sugar and Rosenheim on the North, to the right of way of the V. S. & P. Railway switch tract; said property being bounded on the North by the property of Messrs. Proffit, Sugar and Rosenheim, on the South by the property of Biedenharn Realty Company, Inc., on the East by Walnut Street and on the West by the right of way of V. S. & P. Railway switch track.

Tract 2 (Cole):

A certain lot of ground in Monroe, Louisiana, in that certain Square bounded by Walnut Street on the East, Jefferson Street on the South, Ouachita River on the West and Breard Street on the North, said lot fronting 113 feet on Walnut Street and running back in a Westerly direction between the property formerly owned by Mrs. M. A. Bres, on the North, by property formerly belonging to the Western Star Lodge No. 24 F. and A. M. on the South, to the Ouachita River, less right of way sold as per deed in Book 32, page 390, to the Monroe Compress and Warehouse Co., and being the same property acquired by Herbert C. Cole, et al on May 24, 1920 from John P. Parker et al and by the said Parker from Succession of Gerspach on November 15, 1888, as shown by deed in Book 30, page 10, and by the said Gerspach from Weil on September 13, 1883, as shown in Book Z., page 269.

Tract 3 (Western Star):

A lot of ground in Monroe, fronting 100 feet, more or less, on the West side of North Grand or Walnut Street and running back in a Westerly direction to the Ouachita River, save and except the right of way of the V. S. & P. Railroad, said property being bounded on the East by North Grand Street or Walnut Street, on the West by the Ouachita River, on the North by property of Mrs. Camille S. Parker and on the South by property of Mrs. O. S. Borden, save and except the V. S. & P. Railroad right of way.

Tract 4:

A certain lot in the City of Monroe, Louisiana, fronting 80 feet on the West side of Walnut Street and running back between parallel lines to the Ouachita River, bounded on the North by property of Biedenharn Realty Company (formerly the Western Star Masonic Lodge parcel), on the East by Walnut Street, on the South by the former Swift & Company parcel (Conveyance Book 218, page 775), and on the West by the Ouachita River; subject to such right-of-way as V. S. & P Railroad, or its successors, may have acquired over the property.

Subject to all servitudes, easements, rights of way, restrictions, regulations and reservations of record or of use.

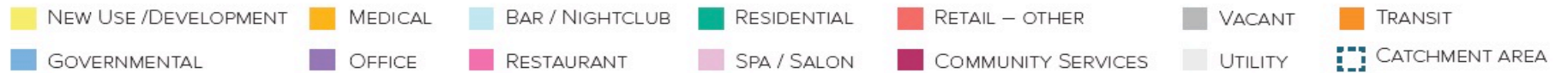
EXHIBIT B

Description and Identification of Building

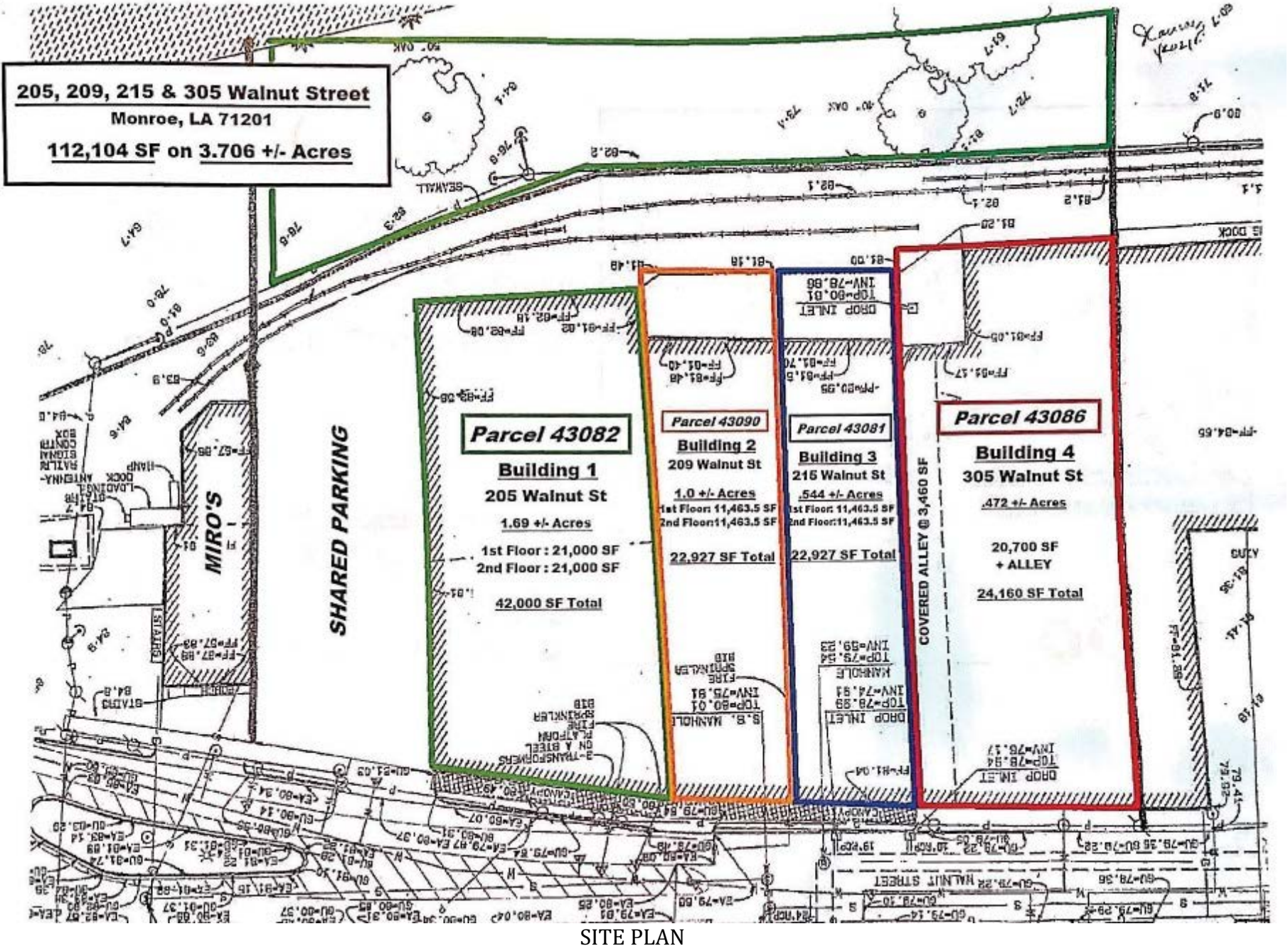
BUILDING



PROPERTY LOCATION



SUBJECT PARCELS





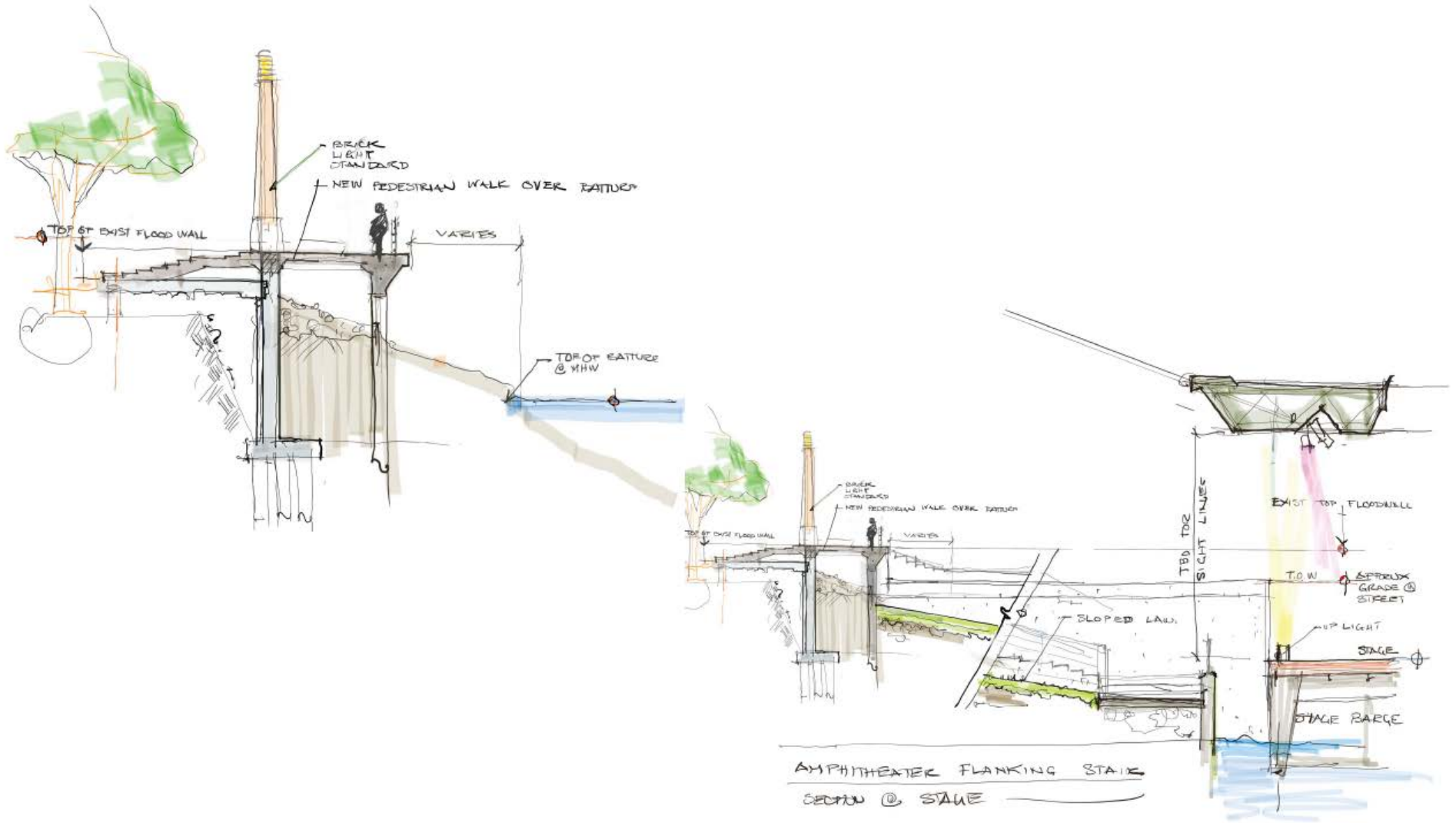
SITE RENDERING



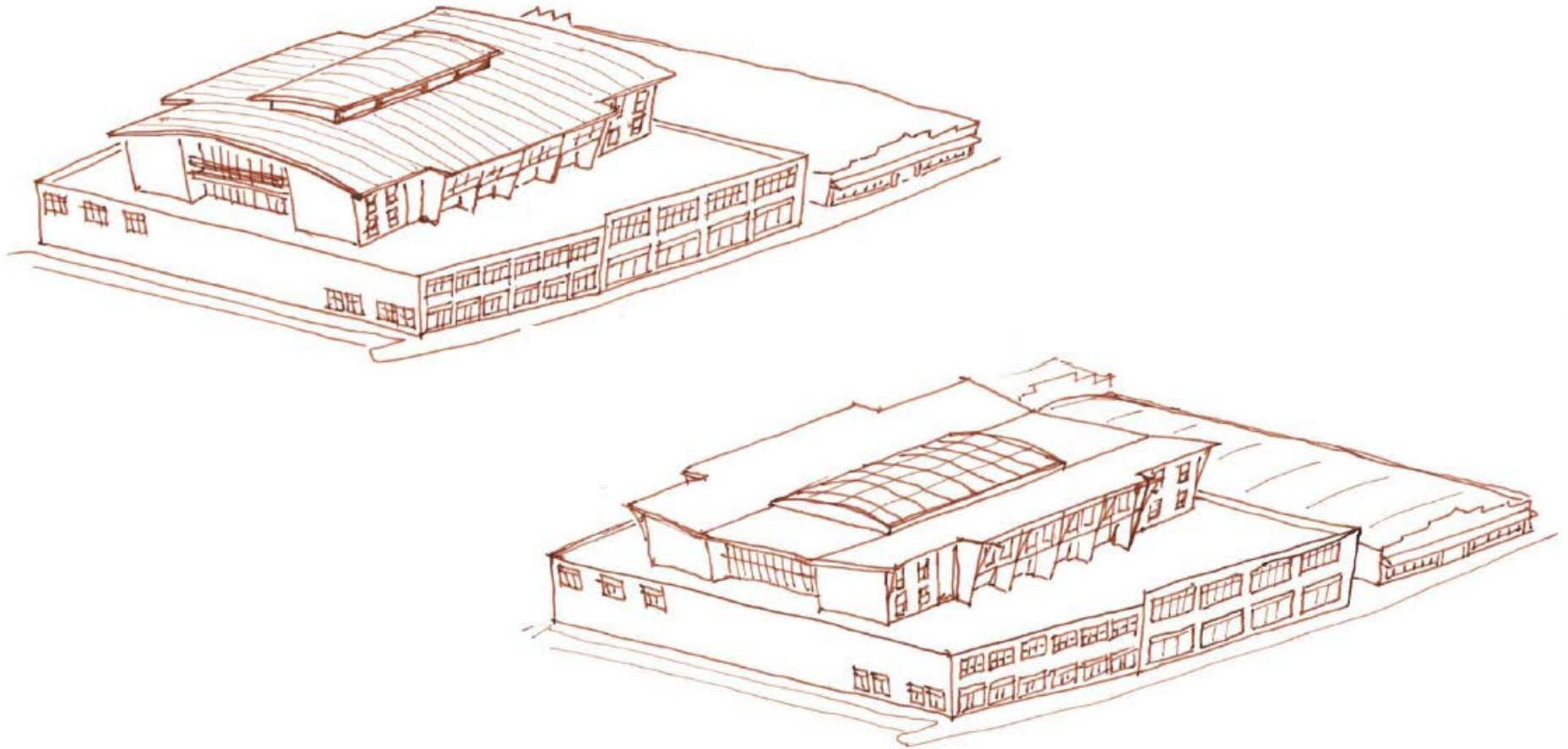
SITE RENDERING



RIVERWALK SECTION DIAGRAM

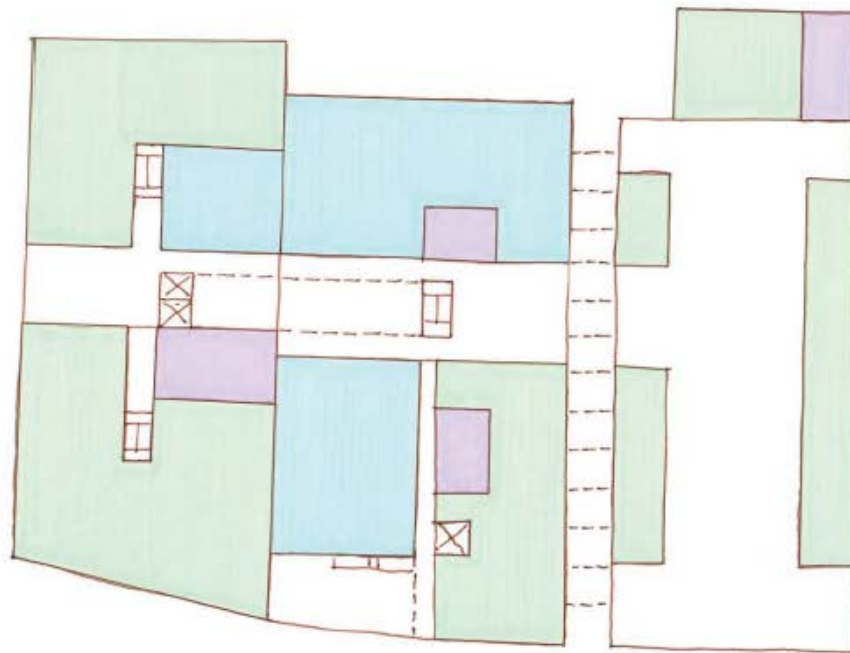


BUILDING DIAGRAM



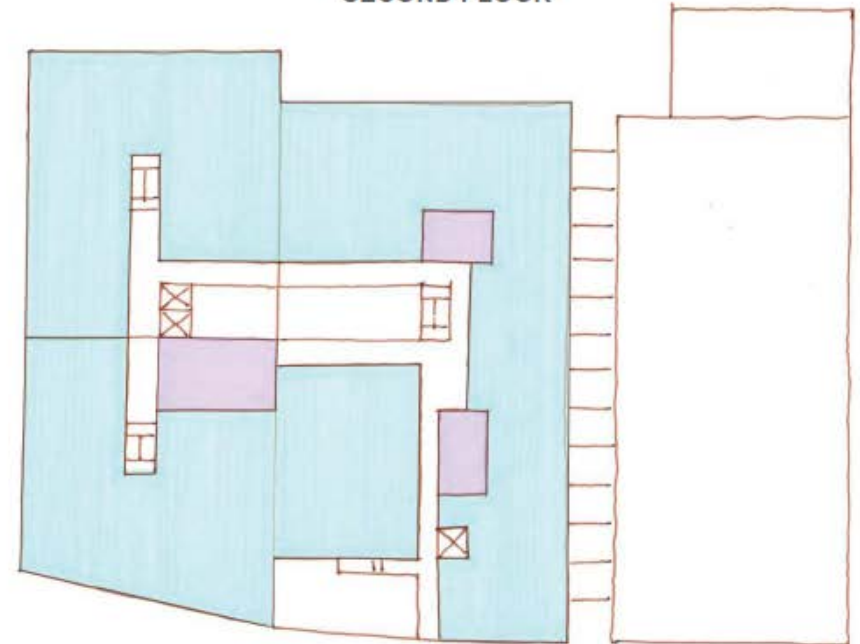
FIRST AND SECOND FLOOR PLANS

FIRST FLOOR



Restaurant / Retail	24,500 sf
Office	12,000 sf
Multi-Family Residential	0 sf
Service	2,500 sf
Net Area - First Floor	39,000 sf

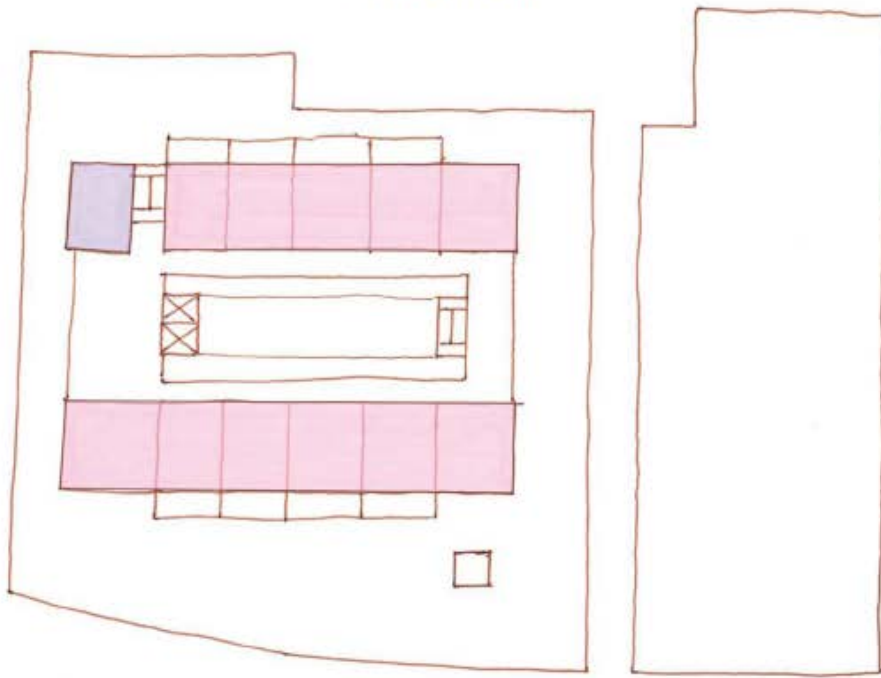
SECOND FLOOR



Restaurant / Retail	0 sf
Office	31,800 sf
Multi-Family Residential	0 sf
Service	2,350 sf
Net Area - Second Floor	34,150 sf

THIRD AND FOURTH FLOOR PLANS

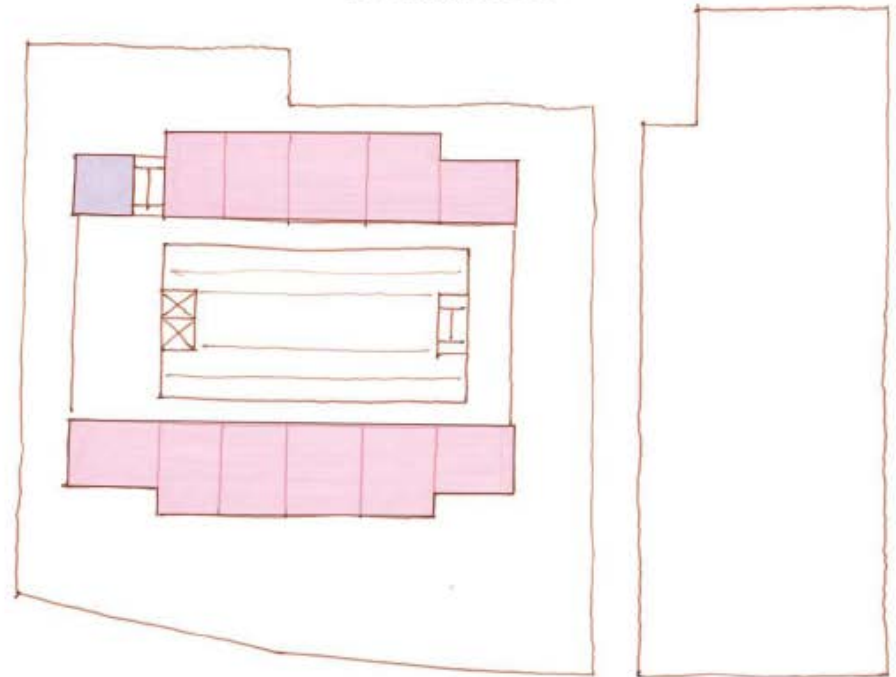
THIRD FLOOR



Restaurant / Retail	0 sf
Office	0 sf
Multi-Family Residential	9,450 sf
Service	750 sf
Net Area - Third Floor	10,200 sf

** Residential units range from 650 sf to 1100 sf

FOURTH FLOOR



Restaurant / Retail	0 sf
Office	0 sf
Multi-Family Residential	8,350 sf
Service	450 sf
Net Area - Fourth Floor	8,800 sf

** Residential units range from 650 sf to 1100 sf

PRECEDENTS





EXHIBIT C
Preliminary Timeline

