



**REQUEST FOR PROPOSALS  
BUCHANAN REDEVELOPMENT SITE  
DOWNTOWN LAFAYETTE, LOUISIANA**

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**March 13, 2019**



**Lafayette**  
CONSOLIDATED GOVERNMENT



Joel Robideaux  
Mayor-President / Maire-Président

March 13, 2019

Dear Offeror,

Thank you for your interest in the Buchanan Redevelopment Site.

Downtown Lafayette is currently experiencing an exciting revitalization – with Waitr relocating an office of 200 employees to the district, an impressive new entertainment venue (Rock 'N' Bowl), well-established and new restaurants alike seeing great success, a new residential development recently breaking ground and another mixed-use development in the planning phase. Downtown serves as a significant business district while also hosting some of the community's most cherished cultural events including Festival International and Downtown Alive. These factors combined with the proximity to the University, the interest for additional commercial, retail and housing options in the Downtown area continues to grow.

This approximately 1.2 acre site, comprised of both parish-owned and city-owned property, is located in heart of Downtown Lafayette. With frontage on Jefferson (Downtown's main corridor), Buchanan and West Convent Streets, the site offers incredible development potential for residential housing, hotel, retail, office and parking. It is located in an Opportunity Zone, Downtown Development District and a State Cultural District, allowing the ability to stack multiple incentives depending on the proposed redevelopment.

I hope you, too, can see the potential for this site and I look forward to seeing your vision. Should you need additional information for the completion of this RFP, please email my Development and Planning Director Danielle Breaux at [dbreaux@lafayettela.gov](mailto:dbreaux@lafayettela.gov). If I can be of any assistance to you during this process, please do not hesitate to contact my office.

Again, I thank you for your interest and consideration of this important development project that I believe can transform this property into a vibrant, multi-functional project that supports the local economy and continues to revitalize our Downtown.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Robideaux", written over a horizontal line.

Joel Robideaux  
Mayor-President  
Lafayette City-Parish Government

JR:bp

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## I. INTRODUCTION

The Lafayette Consolidated Government ('LCG'), on behalf of the City of Lafayette and the Parish of Lafayette, is pleased to issue this Request for Proposals ('RFP') for the redevelopment of the Buchanan Garage and associated parcels of land ('Buchanan Redevelopment Site', 'Site', or 'Project') located in Downtown Lafayette, Louisiana under the jurisdiction, custody, and control of LCG.

The Buchanan Redevelopment Site is located in the heart of Downtown Lafayette and offers tremendous potential for a mixed-use redevelopment.



*Storefront in Downtown Lafayette*

### A. LCG'S VISION AND GOALS

LCG envisions the Buchanan Redevelopment Site as an opportunity to enhance the value of the site while meeting the following goals:

- Leverage the expertise of the real estate industry to reposition the Buchanan Redevelopment Site as a viable asset;
- Redevelop the Buchanan Redevelopment Site to its highest and best use;
- Provide a lucrative financial return to LCG;
- Deliver a redevelopment that recognizes current best planning practices;
- Support the Downtown vision of a vibrant, walkable, mixed-use center of commerce attracting employers, residents, tourists, and shoppers;
- Provide 265 parking spaces to be dedicated exclusively for LCG use and/or assignment;
- Restore and relocate the Robert Dafford 'Premier, Dernier et Toujours' mural either within the Buchanan Redevelopment Site or to another Lafayette Parish location;
- Contribute to the vitality of Jefferson and Buchanan Streets, Downtown Lafayette, and greater Lafayette Parish.

## B. FACILITATING THE PROJECT

LCG is taking the following steps to facilitate the process.

- LCG closed the Buchanan Garage in Fall 2018 due to safety concerns. See condition assessment (Appendix A);
- LCG will rely on market-analysis based responses to this RFP to help determine the highest and best use;
- LCG has created a website page at [www.lafayettela.gov/buchananRFP](http://www.lafayettela.gov/buchananRFP) to provide responders with supporting information to this RFP.



*Parc Sans Souci in Downtown Lafayette*

## C. DEVELOPER SELECTION

For this solicitation ‘Offeror’ refers to a public or private organization or company, association, joint venture partnership, or other entity that will commit to redevelop the Site. The selected Offeror is referred to as the Preferred Selected Developer (‘PSD’).

This RFP process solicits comprehensive and detailed proposals demonstrating the Offeror’s experience and past performance and key personnel, proposed site plan and design concept, financial capacity and capability, and financial offer with supporting financial information that will clearly delineate the transaction structure.

Upon selection of the PSD, LCG intends to negotiate and, after compliance with all applicable laws such as the Louisiana Public Lease Law, La. R.S. 41:1211, *et seq.* and the Louisiana Public Bid Law, La. R.S. 38:2211, *et seq.* and approval by the Lafayette City-Parish Council, execute either a Cooperative Endeavor and/or Lease Agreement or a Purchase Agreement and Act of Sale with the PSD. Selection as the PSD is not a guarantee that LCG will proceed with a transaction with the PSD for the Project.

## D. RFP SCHEDULE

The following is the projected timeline for this RFP from release to selection.

Release RFP	March 13, 2019
Pre-Proposal Conference and Site Visit	April 12, 2019
<b>Requests for Clarification or Interpretation</b>	<b>May 31, 2019 at 2:00 PM</b>
<b>RFP Responses Due</b>	<b>June 14, 2019 at 2:00 PM</b>
LCG Review of Responses	Summer 2019
Shortlist of Applicants Notified	Summer 2019
Interviews of Shortlist Applicants	Summer 2019
City-Parish Council Authorizes Negotiations	Summer/Fall 2019
Developer Selected/Negotiations Commence/Compliance with Applicable Laws	Summer/Fall 2019
City-Parish Council Approval	6 weeks following completion of negotiations
<b>Construction Commences</b>	<b>Spring/Summer 2020</b>



*Aerial View of Downtown Lafayette with Existing Buchanan Garage identified  
Graphics from the Downtown Redevelopment Plan, Draft Version*

## II. THE OPPORTUNITY

The Offeror may propose any financial offer that, in the opinion of the Offeror, best suits the redevelopment of the Site. Under all offers, the redevelopment of the Site will be the responsibility of the PSD in accordance with all Federal, State and local laws, statutes, ordinances, and regulations ('Public Laws') and other guidance. This section briefly outlines LCG's overarching role in the redevelopment and provides information on the legal context for the project.

### **A. LCG'S RIGHTS, ROLE, AND RESPONSIBILITIES (UNDER A TRANSACTION STRUCTURE WHERE LCG MAINTAINS OWNERSHIP):**

- LCG will continue to own the property;
- LCG will maintain oversight responsibilities over the redevelopment of the Site;
- PSD will accept the Site in an 'AS IS, WHERE IS' condition without any representation or warranty, expressed or implied. The PSD shall assume full responsibility and liability for the conditions of the Site. This assumption of liability by the PSD includes without limitation all liability assumable by the PSD by La. R.S. 9:3221. The PSD's successors and assigns, or any party-in-possession of the Site, or any part thereof, further acknowledges that LCG makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Site. LCG makes no other agreement or promise to alter, improve, adapt or repair the Site not otherwise expressly agreed to in the definitive agreements executed by LCG and PSD. The PSD shall rely solely on its own due diligence and examination of the Site. PSD acknowledges that there will be no claims, allowances, or deductions upon grounds that the Site is not in condition or fit to be used for the purpose of which intended by the PSD. The final terms of the relationship shall be contained in a Cooperative Endeavor Agreement and/or Lease Agreement to be executed by LCG and the PSD;
- LCG is initiating a schedule to allow redevelopment/construction to commence in Spring/Summer 2020;
- During the redevelopment and construction phases, LCG will review and approve general design and development plans, construction drawings and specifications for compliance with the concept plan as submitted in the RFP;
- LCG will maintain ownership of the Robert Dafford 'Premier, Dernier et Toujours' mural regardless of location;

- LCG may allow pre-development activities to commence upon execution of the Cooperative Endeavor Agreement and/or Lease Agreement. The final terms of the transaction shall be contained in the Cooperative Endeavor Agreement and/or Lease Agreement to be executed by LCG and the PSD.



*Aerial View of Parc Sans Souci in Downtown Lafayette*

## **B. LCG'S RIGHTS, ROLE, AND RESPONSIBILITIES (UNDER TRANSACTION STRUCTURE WHERE LCG MAINTAINS NO OWNERSHIP):**

- PSD will accept the Site in an 'AS IS, WHERE IS' condition without any expressed, or implied, or statutory representation or warranty against vices and defects whether obvious or latent, known or unknown and without warranty of fitness for ordinary or particular use, and the Act of Sale shall contain language expressly excluding all such warranties. The PSD's successors and assigns, or any party-in-possession of the Site, or any part thereof, further acknowledges that LCG makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Site. LCG makes no other agreement or promise to alter, improve, adapt or repair the Site not otherwise contained herein. The PSD shall rely solely on its own due diligence and examination of the Site. PSD acknowledges that there will be no claims, allowances, or deductions upon grounds that the Site is not in condition or fit to be used for the purpose of which intended by the PSD. The final terms of the relationship will be contained in a Cooperative Endeavor Agreement and/or Purchase Agreement, and Act of Sale to be executed by LCG and the PSD;
- LCG is initiating a schedule to allow redevelopment/construction to commence in Spring/Summer 2020;
- LCG will maintain ownership of the Robert Dafford 'Premier, Dernier et Toujours' mural regardless of location;
- During the redevelopment and construction phases, LCG will review and approve general design and development plans, construction drawings and specifications for compliance with the concept plan as submitted in the RFP;

- LCG may allow pre-development activities to commence upon execution of the Cooperative Endeavor Agreement and/or Purchase Agreement. The final terms of the transaction will be contained in the Cooperative Endeavor Agreement and/or Purchase Agreement to be executed by LCG and the PSD.



*Dafford Mural on Existing Buchanan Garage*

### **C. OFFEROR'S AND PSD'S RIGHTS, ROLE, AND RESPONSIBILITIES:**

- Offeror will be responsible for redevelopment of the Site in accordance with the Cooperative Endeavor Agreement and/or Lease Agreement or Purchase Agreement, Public Laws and other guidance;
- Offeror will accept the property in an "AS IS, WHERE IS" condition without any representation or warranty, expressed or implied. The PSD's successors and assigns, or any party-in-possession of the Site, or any part thereof, further acknowledges that LCG makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Site. LCG makes no other agreement or promise to alter, improve, adapt or repair the Site not otherwise contained herein. The PSD shall rely solely on its own due diligence and examination of the Site. PSD acknowledges that there will be no claims, allowances, or deductions upon grounds that the Site is not in condition or fit to be used for the purpose of which intended by the PSD. The final terms of the relationship to be contained in a Cooperative Endeavor Agreement and/or Lease or Purchase Agreement to be executed by LCG and the PSD;
- Offeror will provide 265 parking spaces within the redevelopment dedicated exclusively for LCG's use and/or assignment from 7AM – 6PM Monday - Friday. Terms and conditions of use to be identified in the Offeror's proposal and associated financial offer;
- Offeror will be responsible to restore and relocate the Robert Dafford 'Premier, Dernier et Toujours' mural located on the Buchanan Garage building. The mural may be relocated within the Buchanan Redevelopment Site or to another Lafayette Parish location to be identified by LCG.

### III. OVERVIEW OF THE BUCHANAN REDEVELOPMENT SITE AND SURROUNDING AREA

#### A. DOWNTOWN LAFAYETTE

Downtown Lafayette is a classic downtown that experienced decline typical of many American cities in the second half of the 20th century. Like countless other communities across the country, Downtown has enjoyed a revival of its function as the center of community life as a result of significant public investment in institutional and civic anchors, and incremental private investment in the rehabilitation of existing buildings. However, Downtown’s revitalization has been impeded by lack of strong residential presence. Residential progress will diversify downtown uses in a way that will help stabilize and promote positive, safe, and economically viable activity both day and night.



*Downtown Lafayette at night*

PlanLafayette, Lafayette’s Comprehensive Plan<sup>1</sup> was adopted by the Planning Commission and endorsed by the City-Parish Council in 2014. Part of the plan is a Downtown Action Plan<sup>2</sup>. The importance of downtown as a targeted area for growth is a predominate theme throughout PlanLafayette. If the vision of the plan becomes a reality, it is anticipated that approximately 2,400 additional dwelling units would be added to the downtown area by 2035.

Despite strong market demand for diverse Downtown housing options, a pathway to increase residential presence has, until recently, been difficult to identify and implement.

<sup>1</sup> <http://www.lafayettela.gov/comprehensiveplan/Pages/The-Plan.aspx>

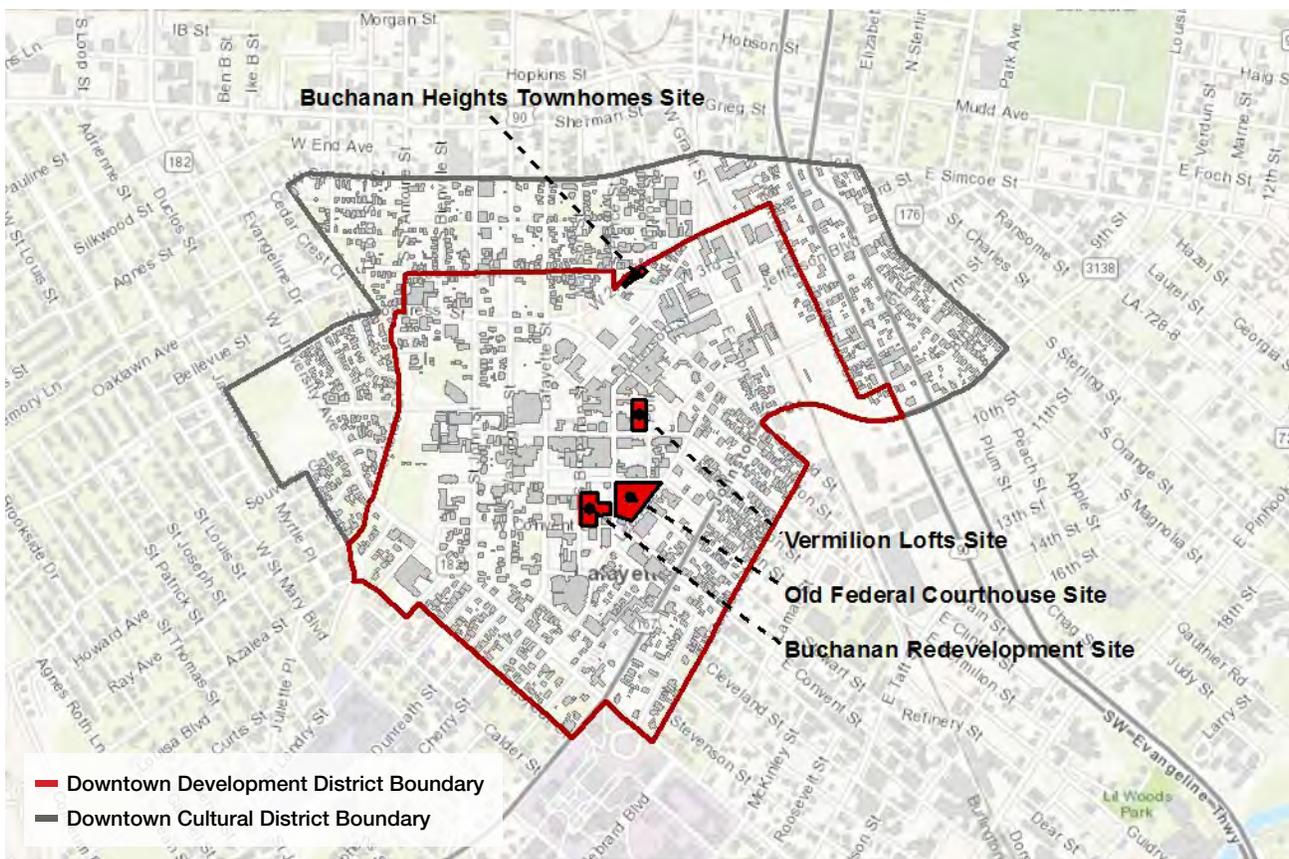
<sup>2</sup> [http://www.lafayettela.gov/ComprehensivePlan/Documents/Downtown\\_Action\\_Plan\\_Web.pdf](http://www.lafayettela.gov/ComprehensivePlan/Documents/Downtown_Action_Plan_Web.pdf)

Over the past year, LCG has seen an increase in construction and more specifically residential mixed use projects in Downtown:

**Old Federal Courthouse.** In December 2018, LCG entered into a Purchase Agreement to redevelop the Old Federal Courthouse located across from the Buchanan Redevelopment Site at Jefferson St., Lee Ave, and Main Street. The three-building site will be redeveloped into a mix of residential units, retail, and office space. The project is slated to begin in June 2019 and will add 68 residential units and approximately 25,000 Gross Square Feet (“GSF”) of retail and office space in Downtown.

**Vermilion Lofts.** Construction of a 21,000 GSF ground up, mixed-use development at E. Vermilion St. and Johnston St. is underway. The development includes 24 apartments and 3,600 square feet of ground level commercial space.

**Buchanan Heights Townhomes.** Construction of a 30-unit residential development at Congress St. and Second and Third Streets is underway. Completion anticipated in Fall 2019.



*Buchanan Redevelopment Site, Old Federal Courthouse, Vermilion Lofts Site, and Buchanan Heights Townhomes Site*

## B. DOWNTOWN LAFAYETTE AMENITIES

Home to approximately 680 businesses, 111 governmental agencies and nearly 7,000 employees, Downtown Lafayette is the civic and cultural center of Lafayette and is the region's largest employment center.

As the civic center of the city, Downtown is home to the Lafayette Parish Courthouse, Federal Courthouse, Le Centre International, Lafayette Parish Sheriff's Office, City Hall, Rosa Parks Multimodal Transportation Center, and many private and non-profit organizations.

As the cultural center of the city, Downtown offers over 30 restaurants and bars, more than 80 outdoor events annually, local shops and businesses, more than 1,400 venue performances each year, more than a dozen galleries and dozens of public art works, four acres of public space in four parks, Acadiana Center for the Arts, Lafayette Science Museum and Planetarium, The Children's Museum of Acadiana, Downtown Alive!, ArtWalk, Movies in the Parc, Cite des Arts, the Lafayette Parish Main Library, and other theaters, museums, and art galleries.

Downtown has the largest concentration of parks in Lafayette, seven places of worship, and three elementary, middle schools, and is in close proximity to the University of Louisiana at Lafayette, an impressive public research university of 18,000 students.



*Downtown Lafayette's Civic, Cultural, and Institutional Assets*  
Graphics from the Downtown Redevelopment Plan, Draft Version



*Existing Buchanan Garage*

Current estimates are that Downtown has over 8,500 parking spaces that when measured against commercial property provides almost five cars per 1,000 square feet that are half-empty for most of the year. With the Buchanan Garage closed, the only other existing parking garage in Downtown is the Parc du Auto Centre-Ville at Parc San Souci with 511 parking spaces, metered street parking, and various small surface parking lots. LCG requires this redevelopment provide 265 parking spaces to be dedicated exclusively for LCG’s use and/or assignment between 7AM – 6 PM Monday through Friday.

## **C. BUCHANAN REDEVELOPMENT SITE**

### **1. Parcel Overview**

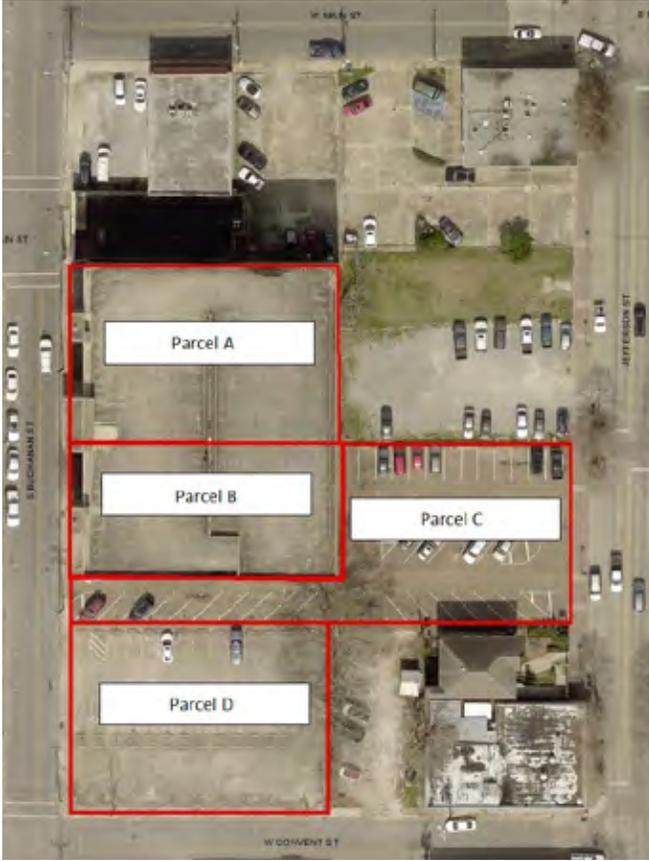
This redevelopment Site subject to this RFP is comprised of four parcels totaling approximately 1.2 acres, located along the 800 block of S. Buchanan Street with some frontage on W. Convent and Jefferson Streets, and further described below. The specific boundaries for each of the parcels are included in Appendix B.

#### **Parcel A: 821 S. Buchanan Street**

Parcel A site area is approximately 14,000 GSF and includes approximately 60% of the closed Buchanan Garage. See Appendix B.1 for associated land conveyance documents.

#### **Parcel B: 821 S. Buchanan Street**

Parcel B site area is approximately 8,000 GSF and includes approximately 40% of the closed Buchanan Garage. See Appendix B.2 for associated land conveyance documents.



*Buchanan Redevelopment Site Map*

**Parcel C: 722 Jefferson Street**

Parcel C site area is approximately 16,000 GSF and is a vacant site comprised of approximately 30 surface parking spaces with frontage on Jefferson St. See Appendix B.3 for associated land conveyance documents.

**Parcel D: Corner of Buchanan St and W. Convent St.**

Parcel D site area is approximately 13,000 GSF and is a vacant site comprised of approximately 45 surface parking spaces fronting W. Convent and S. Buchanan Streets. See Appendix B.4 for associated land conveyance documents.

**2. Buchanan Garage Building**

The Buchanan Garage, constructed in 1981, was closed in Fall 2019 due to safety concerns.

The building is an approximately 146,000 GSF 6-story garage with 344 parking spaces constructed of structural steel and cast-in-place concrete, with precast concrete exterior panels. A condition assessment report (Appendix A) cited numerous problems with the structure that could cost more than \$2 million to repair. This RFP leaves open the option to repair or demolish, relocate, and build a new garage to the discretion of the Offeror.

In 2017, revenues of the garage were \$90,625 and operational budgeted expenses excluding labor cost were \$43,800. Parking Rates in 2017 were set using the following schedule:

<0.5 hour - \$0.50	<3 hours - \$1.75
<1 hour - \$0.75	<4 hours -- \$2.5
<2 hours - \$1.25	>4 hours (daily rate) - \$3.00

Utilization in the garage averaged 210-230 parked vehicles Monday through Friday and the garage was closed on the weekends.

### **3. LCG Dedicated Parking at Site**

As part of the redevelopment of this Site, LCG requires the Offeror to provide 265 parking spaces dedicated exclusively for LCG use and/or assignment between 7 AM – 6 PM Monday through Friday for LCG employees working Downtown.

### **4. Utility Information**

Public electric, water, and wastewater utilities exist and are readily available at this Site. Offeror should contact LUS for specific locations, sizes, and capacities of these utilities. Easement and Rights of Way information can be found in Appendix C.

Also, please note that a wastewater betterment reimbursement fee is imposed/required on developments in the Downtown area that includes this Site. This fee to be able to tie into the LUS wastewater system for its capital recovery of expenses incurred for wastewater system upgrades in the Downtown area is dependent on the calculated wastewater volume/flow projections of the development. Offeror should contact LUS for determining the amount of this fee.

### **5. Transportation and Access**

Jefferson Street, South Buchanan Street, West Convent Street (and West Main Street) are public streets under the jurisdiction of LCG. Construction access from Jefferson Street will be restricted.

### **6. UDC, Zoning, and Land Use**

The proposed development shall comply with the Downtown District Zoning Code in Article 2 of the Unified Development Code (UDC)<sup>3</sup>. Anticipated challenges with code compliance should be addressed in the response.

There are no maximum building heights within the Downtown District Zoning Code except as they are limited by the following:

- **Parking for Buildings over 5 stories:** Buildings over five (5) stories shall be subject to additional Parking standards as set forth in the Downtown District Zoning Code; and
- **Stepbacks for Buildings over 5 stories:** Buildings over five (5) stories shall have a minimum building stepback of 10.0 feet starting at the sixth floor.

<sup>3</sup> <http://www.lafayetteela.gov/ComprehensivePlan/Pages/Unified-Development-Code.aspx>

Prohibited uses are identified in the Use Table (89-21-2) for the Downtown Zoning District in the UDC. The following prohibited uses are in addition to those prohibited in the Downtown Zoning District:

- Store that sells paraphernalia or other equipment in connection with taking or use of illegal drugs (or their equivalent)
- Massage parlor
- Pawn shop, second hand, surplus, salvage, or close out or liquidation store
- Convenience store with gasoline sales, or automobile, truck, trailer, RV or other vehicle sales, leasing, display, service, repair or storage facility
- No single purpose dry cleaning operation that does dry cleaning on-site
- Pay day loan or check cashing loan business
- Dollar store or deep discount retailer or grocer
- Funeral parlor or mortuary
- Church, temple, synagogue, or other place of worship
- Coin operated laundry (limited use permitted for multifamily residential use)
- Firearms shooting range
- Third-party mini-storage facility (not associated with storage for tenants and occupants)
- Plumbing shop primarily engaged in the repair of plumbing appliances
- Truck terminal
- Mobile homes for residential or office uses, or metal buildings
- Bus terminal

Please note that the Downtown Zoning District that applies is a performance based zoning regime.

## **7. Platting**

Depending on the redevelopment proposal, the properties may need to go through the platting process.<sup>4</sup> LCG will work with the PSD on an optimum path forward as it relates to platting.

## **8. Commercial Plan Review and Permitting**

All commercial plan review and local permitting will be handled through LCG's Development and Planning Department. The PSD will submit plans separately to the Louisiana State Fire Marshall and Louisiana Board of Health.

<sup>4</sup> Platting guidance can be found at <http://lafayettela.gov/PZD/Development/Pages/Planning-Commission.aspx>



*Zoomed out view of Existing Buchanan Garage depicting Dafford Mural for scale*

## **9. Inspections and Certificate of Occupancy**

All Inspections and Certificates of Occupancy will be handled through LCG's Development and Planning Department.

## **10. Dafford Mural**

On the exterior wall of the Buchanan Garage facing Jefferson St. is a mural titled 'Premier, Dernier et Toujours' painted by Robert Dafford.

The mural measures approximately 14' tall by 80' wide and is painted on approximately 40 8'x4' panels that allow for its removal and relocation. LCG will maintain ownership of the mural, but this RFP is requesting the PSD remove and relocate the mural as part of the redevelopment of the Site. The mural may be relocated within the redeveloped Site or to another location in Lafayette Parish to be identified by LCG. Upon its relocation, LCG will require the PSD to coordinate with the artist as he will need to do touch up screws that are holding the panels in place upon relocation. In addition, the PSD will need to add a new coat of protective clear coat to the mural and the PSD shall bear all costs associated, therewith. The associated specifications will be coordinated with LCG's CREATE office.

## **11. Development Incentives**

The Buchanan Redevelopment Site is located in Downtown Lafayette and is within an Opportunity Zone (Census Tract 1)<sup>5</sup>, Downtown Development District, and a Cultural District. There are multiple development incentives that Developer's may have the ability to access depending on the type of proposed redevelopment. Some of these include, but are not limited to, Opportunity Zone Funds, New Market Tax Credit, Enterprise Zone Program, Quality Jobs Program, Restoration Tax Abatement, Small Business Loan Program, Low-Income Housing Credits, LCG's Revolving Loan Fund, etc. It is important to note that there is the possibility to stack incentives depending on the redevelopment but that each of these incentives has specific requirements and uses that must be met before benefits are earned.

<sup>5</sup> <http://planacadiana.org/wp-content/uploads/2019/02/AcadianaOpportunityZonePropsectus.pdf>

## IV. PROPOSED TRANSACTION

### A. TRANSACTION OVERVIEW

LCG intends to enter into a transaction for the redevelopment of the Site with the PSD. The Offeror may propose any financial offer that, in the opinion of the Offeror, best suits the redevelopment of the Site. The successful Offeror will be expected to enter into negotiations with LCG for execution of either a Cooperative Endeavor Agreement and/or Lease Agreement or a Purchase Agreement, and Act of Sale depending on the financial offer. The agreement types will:



*Couple dances in Parc Sans Souci*

- Identify roles and responsibilities of the parties;
- Specify performance criteria such as design quality, securing of project financing, commitments, and construction start dates;
- Address other issues such as limitations of assignability;
- Address dedicated parking spaces for the exclusive use of LCG;
- Address relocation of the Dafford mural;
- Require LCG's consent for any changes to key personnel, any material changes to the site plan and design concept, development schedule, and any changes to the financial offer proposed by the PSD in response to this RFP.

Offerors to this RFP must satisfy all of the requirements in order to be considered for selection as a PSD. Proposal should be organized and structured in conformance with the outline below. Proposal should be clear and concise, and provide only relevant material. All proposal materials shall be submitted in a bound document with a table of contents and tabbed section dividers. The proposal requirements are listed below.

## **SUBMISSION PART A. OFFEROR TEAM, KEY PERSONNEL, EXPERIENCE, AND PAST PERFORMANCE**

This section describes the requirements for a description of the Offeror's proposed team to be assigned to this redevelopment project. The following information must be submitted:

### **1. Offeror Proposed Team**

Offerors shall provide the following information for the legal entity that will execute the definitive agreements and for at least one of the parties that will control or have financial liability for the project.

#### **a. Offeror Identification shall include:**

- Offeror name and address, including, if applicable, the address of the parent organization and specific location where all work shall be performed;
- Name, address, phone numbers and email addresses of the primary point of contact and the person designated to authorize and bind the PSD;
- Tax Identification Number (TIN); and
- Identification of any affiliation or other relationship between the Offeror and any development company, parent company, subsidiary or other affiliate.

#### **b. Offeror's Organizational Structure shall include:**

- Names of and contact information for principals;
- Number of employees;
- Annual business revenues.



*Performers at Parc Sans Souci*

#### **c. Offeror's Legal Structure shall include:**

Name and type of the Offeror's legal organizational structure (formed or to be formed) that will undertake implementation and completion of the development.

#### **d. Offeror's References shall include:**

Names, addresses, phone numbers and email addresses of at least three references for the legal entity that will execute the definitive agreement and at least three references for one of the parties that will control or have financial liability for the project.



*Concert Attendees Gather Around the Existing Buchanan Garage  
Graphics from the Downtown Redevelopment Plan, Draft Version*

**e. Identification of the Offeror Team shall include:**

- Identify each firm that is a member of the Offeror team, including but not limited to joint venture partners and consultants. The consultants identified should include, but not be limited to, Design/Build ('DB') contractor, financial/equity partner, project manager of the DB contractor, architects, engineers, economic/financial analysts, historic preservation advisors, and construction management advisors;
- Provide name, address, phone and fax numbers and email addresses of the primary point of contact;
- Organizational chart of the Offeror team;
- Qualifications of Offeror's primary team members;
- Identify the roles of Offeror team members and prior relationships with the Offeror.

**2. Experience and Past Performance**

Detail Offeror's history of development and redevelopment in downtown areas or on infill sites as well as Offeror's history of urban mixed-use development.

Offeror must demonstrate development past experience, through submission of details on at least three (3) projects completed over the past 10 years each with similar development cost and scale of the proposed redevelopment project.

## **SUBMISSION PART B. REDEVELOPMENT PROPOSAL**

The Offeror shall submit a written plan that describes the proposed redevelopment approach based on the transaction structure proposed. The following must be submitted:

### **1. Redevelopment Approach**

Offerors shall describe their approach to managing and delivering a project of the magnitude and complexity required of this scope of work and its time constraints. The description shall include a discussion of Offeror's approach to managing the project to meet or exceed performance criteria, on schedule, and within budget. Offerors should include discussions of how the schedule for the project will be met while, at the same time, managing any changes that may occur. Offerors shall discuss any additional project goals related to LEED certification, green infrastructure, etc.

### **2. Redevelopment Design Concept**

Offeror shall submit a design narrative and design concept for the redevelopment. The design narrative shall include development use, land use, total land area, total gross and usable square footage, building height, and proposed tenant/use mix. The design concept shall include 3-D massing/renderings, elevations and provide a general overall understanding of land use and impacts to the site.

### **3. Project Risks**

Offerors shall identify what they believe are the most significant risks associated with this project. Such risks should include matters that jeopardize performance within budget and schedule limitations. Offerors shall provide a description of how they propose to manage and mitigate those risks. Offerors shall describe examples of successfully managing similar risks on previous projects. Offerors shall also describe their long-range plans for securing and maintaining the resources necessary to complete the project.

### **4. Project Schedule**

Offeror shall provide a project schedule narrative and a design and construction schedule of approximate durations of major milestones. The proposed schedule will run from the contract award date through the proposed date for substantial completion of construction and all punch list items. The network logic shall be linked, and the logic shall show the general management approach to designing and construction of the Project.

## **SUBMISSION PART C. FINANCIAL OFFER AND SUPPORTING**

The Offeror shall submit a detailed financial offer and shall ensure it does not require any LCG expenditures and in LCG's judgment is a fair market value. The following must be submitted:

### **1. Financial Offer**

Offerors shall provide the financial offer inclusive of a Pro Forma and financing plan. The Pro Forma will incorporate the Offeror's assumptions for development costs, including a breakdown of major line items for both hard construction and soft costs including financing and developer fees, rental or sales revenues, detailed operating expenses, and any other extraordinary expenses. The Pro Forma will solve for maximum land and existing building values along with any other additional financial contributions suggested by the Offeror.

The financing plan will include a summary of all funding sources, financing mechanisms, proposed bonding, and uses of funds through the various development stages. All equity, debt, and subsidized sources of incomes are to be identified. The description must include general terms for all the financing sources.

### **2. Completion Guarantee**

Offeror shall provide a Completion Guarantee as part of the Offeror's proposal.



*Downtown Lafayette Skyline*

## **SUBMISSION PART D. FINANCING CAPACITY AND CAPABILITY DOCUMENTATION**

Offerors shall demonstrate that the Offeror's financial and time resources are not overcommitted, and that financial fundamentals are within acceptable industry ranges (e.g., loan to value, financial guarantees, etc.). The objective is to demonstrate the Offeror's financial capability to perform the obligations under the Agreement for which it seeks to qualify. The following must be submitted:

### **1. Offeror's Real Estate Portfolio**

Composition of Offeror's current real estate portfolio as of the RFP date (including type of project, amount of building square footage or units owned and/or managed).

### **2. Recent History**

Offeror's recent history (last five years prior to the RFP issuance date) in obtaining financing for real estate development projects, detailing type of project, financing source(s), and amounts committed of more than \$5,000,000.

### **3. Bank References**

Two bank references for the Offeror and the financial equity partner, if any.

### **4. Statements**

Include Offeror's statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts; Include Offeror's statement describing the expected equity requirements and sources, the audited sources of working capital, and the anticipated sources for the financing of the project;

For Offeror and each financial equity partner (if any), include all projects underway, indicating for each project, the status (% complete to date), size and scope, cost, Offeror equity, financial guarantees, and role of Offeror or financial equity partner;

Offeror should include detailed background on the guarantor of the Completion Guarantee.

## V. SUBMISSION OF PROPOSALS



*Detail of the Dafford Mural*

### A. LCG POINT OF CONTACT AND RFP SUBMISSION ADDRESS

**Danielle Breaux,**

Director of Planning & Development

**Email:** [dbreaux@lafayettela.gov](mailto:dbreaux@lafayettela.gov)

**Phone:** 337.291.8013

**Mailing Address:**

Lafayette Consolidated Government

c/o Danielle Breaux, Development & Planning

P.O. Box 4017-C

Lafayette, LA 70502

### B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference regarding this RFP is scheduled as follows:

**Date:** April 12, 2019

**Time:** To be determined

**Location:** Location to be determined

Interested parties must notify Danielle Breaux via email (see Section V.A. for contact information) for further information about attendance and to confirm time, location, and date. Only those parties who have notified Danielle Breaux and provided necessary information in advance of the meeting will be allowed to attend.

### C. SITE VISIT

A Site Visit will be held on the following date and time:

**Date:** April 12, 2019

**Time:** To be determined

**Location:** Meeting location to be determined

Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror team. Interested parties must notify Danielle Breaux via email (see Section V.A. for contact information) for further information about attendance and to confirm time, location, and date.

## **D. REQUESTS FOR CLARIFICATIONS OR INTERPRETATION**

LCG will attempt to respond to all request for clarifications or interpretations of the RFP prior to the date set for receipt of offers. Requests for Clarification or Interpretation of the RFP shall be submitted to Danielle Breaux via email using 'Buchanan RFP Request for Clarification' in the subject line of the email (see Section V.A. for contact information) **no later than 2:00 PM local time on May 31, 2019**. No further requests shall be accepted beyond the established deadline. All responses to Requests for Clarification or Interpretation will be posted on the RFP webpage.

## **E. DEADLINE FOR SUBMISSION OF PROPOSALS**

In order to be considered for award, offers conforming to the requirements of this RFP must be received no later than 2:00 PM local time on June 14, 2019 at the address noted in Section V.A. of this RFP.

Each Proposal shall consist of a physically spiral bound or 3-ring binder titled on the exterior cover. The Offeror shall submit five (5) copies of the proposal along with a thumb drive with an electronic copy of the proposal. The proposal should be broken down into separate sections:

1. Executive Summary
2. Offeror Partner Team, Key Personnel, Experience, and Past Performance
3. Redevelopment Approach
4. Financing Proposal and Supporting Documentation
5. Financial Capacity and Capability

## **F. OTHER GENERAL INFORMATION**

**Cancellation.** While LCG intends to enter into an Agreement with a PSD, it is under no obligation to do so, and reserves the right to cancel this RFP and reject all proposals. Further, LCG reserves the right to suspend or modify all aspect of this process and to waive informalities and minor irregularities in offers received where it is deemed by LCG in its sole discretion to be in the best interest of LCG. LCG reserves the right to cancel this RFP at any time, and/or to reject any and all submissions prepared in response. LCG is not responsible for any costs incurred by an Offeror in order to participate in this RFP process.

Amendment of RFP by LCG. This RFP may be amended at any time by LCG, in its sole discretion. A Notice of Amendment shall be posted on the Project website and a written amendment shall be provided to each Offeror who has submitted a written proposal on or before the date of the RFP amendment. If this RFP is amended, then all terms and conditions that are not modified shall remain unchanged.

Offerors that have submitted their application prior to an amendment of the RFP shall be required to acknowledge receipt of such amendment by date and time specified in the amendment. Acknowledgment shall be made to Danielle Breaux via email (see Section V.A. for contact information).

Amendment of Offeror's Written proposal. The Offeror may request an amendment of its previously submitted application to this RFP by providing LCG with a detailed description and explanation of the proposed changes, which will be reviewed by LCG. To the extent that LCG consents to the proposed changes, such changes to the Offeror's previously written submittal shall be memorialized in a letter agreement and shall be executed by the appropriate representatives of LCG.

By participating in this RFP process, each Offeror agrees to hold LCG, its officers, employees and consultants harmless from all claims, liabilities and costs related to all aspects of this transaction. Under no circumstances shall LCG be liable for any proposal preparation costs, real estate brokerage commissions, finder's fees or other forms of compensation, costs, or damages related in any way to activities undertaken by any person or entity as a result of this RFP process.

Sale of the Parcels to the PSD will be by Quitclaim Deed. Any abstract of title of the Site desired by the PSD shall be at its sole cost and expense. LCG agrees to cooperate with the PSD or its authorized agent in this matter, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the parcel and real property involved, as it may have available. The PSD will be responsible for any and all expenses incurred in connection with the PSD's due diligence of the Site including, but not limited to, title matters, surveys and environmental assessments of the Parcels, etc. The Quitclaim Deed may be modified based on the outcome of all environmental analyses and studies or other legal requirements.

## **VI. STATEMENT OF LIMITATIONS**

This RFP, submissions from Offerors to this RFP, and any relationship between LCG and Offerors arising from, connected, or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By participating in the selection process, Offerors are deemed to accept and agree to this Statement of Limitations. By submitting a response to this RFP, the Offeror acknowledges and accepts LCG's rights as set forth in the RFP, including this Statement of Limitations and any Appendices. RFP means all the documents included herein, including any Appendices, Exhibits and drawings.

Selection as the PSD is not a guarantee that LCG will proceed with a transaction with the PSD for the Project. LCG reserves the right, in its sole discretion, without liability, to accept or reject any or all of the RFP responses, and to develop and operate the Site, in whole or in part, outside this selection process. This RFP shall not be construed in any manner to create an obligation on the part of LCG to enter into any agreement, nor to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reliance damages or for reimbursement of costs for efforts expended in preparing a response to the RFP or participating in the selection process.

LCG reserves the right in its sole discretion to hold discussions with, to obtain information from, to request presentations from, and to conduct negotiations with, any or all Offerors that LCG deems appropriate in its sole discretion. LCG reserves the right, as it deems its interests may require in its sole discretion, to accept or reject any or all submissions, to waive any informality, informalities or nonconformity in the submissions received, and to accept or reject any or all items in a submission.

Failure to respond to any of the items required by this RFP could result in an Offeror's RFP response being rejected. In any and all events, LCG shall not be liable for any costs associated with the preparation, clarification, or negotiation of responses to this RFP.

LCG makes no representations or warranties whatsoever with respect to this RFP or the Site including, without limitation, representations and warranties as to the accuracy of any information or assumptions contained in this RFP or otherwise furnished to Offerors by LCG; the use or progress of the development of the Site, or any portion thereof; Site and environmental conditions on the Site; or the suitability of the Site or any portion thereof for any specific uses or development. Offerors shall make their own analysis and evaluation of all aspects of the Site, including without limitation, the income potential, profit potential, expenses and costs of development of the Site.

Offerors shall not rely upon any statement or information given the Offerors by LCG including, without limitation, any information contained in or supplied in connection with this RFP. Solely as a matter of convenience to Offerors, LCG is making available certain surveys, title reports, engineering, environmental and other information relating to the parcels and buildings identified in the RFP. LCG does not make and hereby disclaims any representation, warranty or other statement regarding the accuracy, sufficiency, or correctness of any such information, including illustrations provided in Exhibits, acreage and square footage, references and due diligence information provided and hereby advises all prospective Offerors to obtain, examine, and independently verify all such information to the extent that they deem necessary or desirable for their purposes. LCG does not accept, and hereby disclaims, any liability to any person or entity as a result of the information provided by LCG, whether or not such person or entity does or does not submit a response to this RFP.

LCG disclaims any liability for any damage to reputation or interference with ongoing negotiations or contracts, or any other liability whatsoever, based on the selection process pursuant to this RFP, LCG's investigation of the experience and qualifications of any Offeror, and LCG's discussions, dealings, or negotiations with one or more of the Offerors, or the termination of any such discussions or negotiations. By submitting responses to the RFP, each Offeror hereby irrevocably acknowledges, accepts and agrees to the disclaimers of liability set forth above.

In determining highly qualified, responsible Offerors, LCG will exercise its best professional and business judgment to ensure the integrity of the selection process. LCG reserves the right to exercise fully its discretion in interpreting and applying the selection criteria and in making its selection.

Compliance with LCG's requirements for the Site should not be construed to mean compliance with requirements of other governmental authorities. Any project resulting from this selection process must be in compliance with all applicable Public Laws, including environmental and historic preservation requirements.

LCG makes no representations regarding the character or extent of soil or other subsurface conditions, utilities or hidden conditions that may be encountered during the course of construction. Each Offeror must make its own conclusions concerning subsurface and other hidden or latent conditions that may affect the methods or costs of construction and redevelopment. LCG makes no representation or warranty concerning the truth, accuracy or completeness of environmental information provided about the Site.

LCG reserves the right to retain all the materials and information, and the ideas, suggestions therein, submitted in response to this RFP. By submitting a response to this RFP, the Offeror acknowledges, accepts, and agrees that all such materials, information, ideas and suggestions retained shall become the property of LCG.

LCG reserves the right to: (a) modify, and/or suspend any and all aspects of this RFP; (b) request additional information; and (c) waive any defects as to form or content of this RFP or any responses submitted thereto.

No claims for broker's fees will be paid by LCG. Each Offeror shall indemnify, defend and hold LCG harmless from and against all claims, liabilities, and costs arising from any claim for brokerage commissions, finder's fees, or other remuneration based in whole, or in part, on the submission of a response to this RFP, any negotiations in connection with or related to this RFP, or the execution of a lease, agreement, or other contract arising out of or in connection with this RFP.

LCG is subject to the Louisiana Public Records Law, which generally requires disclosure of certain public records upon request. All responses to this RFP become public record and subject to public inspection. LCG is required to comply with requests for disclosure made pursuant to the Louisiana Public Records Law, unless a statutory exemption from disclosure is available. LCG cannot maintain the confidentiality of any information furnished to LCG by an Offeror to the extent that LCG is required to disclose such information pursuant to the Louisiana Public Records Law. LCG will not be liable for disclosure or release of information when, in the opinion of LCG's counsel, disclosure or release of such information is authorized or required by law or court order.

LCG may disclose submissions received in response to the RFP to non-governmental evaluators. Each non-governmental evaluator will sign and provide forms to LCG entitled "Conflict of Interest Acknowledgment and Nondisclosure Agreement" and "Receipt of Sensitive Information."

LCG is a political subdivision subject to all laws applicable to political subdivisions such as, the Louisiana Public Lease Law, La. R.S. 41:1211, *et seq.* and the Louisiana Public Bid Law, La. R.S. 38:2211, *et seq.* Accordingly, any agreements negotiated and executed by LCG and the PSD may be subject to such.

Any agreements negotiated by LCG and the PSD are subject to approval by the Lafayette City-Parish Council.