

REQUEST FOR PROPOSALS

Buchanan Redevelopment Site
Downtown Lafayette, Louisiana
October 7, 2020





**NOTICE TO
PROPOSERS**

Notice is hereby given that sealed proposals will be received in the office of the Purchasing Division at Lafayette Consolidated Government's building, located at 705 West University Avenue, Lafayette, Louisiana, until 4:30 p.m. Central Standard Time on the 4th day of January, 2021 for the following:

**RFP FOR THE DEVELOPMENT OF THE BUCHANAN SITE
IN DOWNTOWN LAFAYETTE**

and will, shortly thereafter, be opened and the NAMES ONLY read aloud in the Office of Purchasing located at 705 West University Avenue, Lafayette, LA. Proposals received after the above specified time for opening shall not be considered and shall be returned unopened to the sender. Sealed proposals may be hand carried or mailed to the address listed above. Due to social distancing practices in place in response to COVID-19 and limited meeting spaces, vendors are highly encouraged to call into the proposal opening at the following phone number 337-291-5100. If vendors do wish to come into City Hall to hand deliver their proposal directly to the Purchasing Division, please know that a mask must be worn at all times that you are in the building.

Copies of the proposal specifications are available to **VIEW ONLY** at <https://lcpprod-lm01.cloud.infor.com:1442/lmscm/SourcingSupplier/html/SourcingSupplier?csk.SupplierGroup=100&csk.CHP=lmscm>

Copies of the proposal specifications are also available at the Purchasing Office located at 705 West University Avenue, Lafayette, LA 70506. Telephone number (337) 291-8258 (Attn: Thomasina). Proposal specifications shall be available until twenty-four (24) hours before the proposal opening date. Any request for information shall be in writing. It must be received November 12, 2020 and addressed to Invitation to Bid – Written Explanation, Lafayette Consolidated Government Purchasing Division, ATTN: Thomasina Oliver, PO Box 4017-C, Lafayette, LA 70502 or by email toliver@lafayettela.gov.

No bidder may withdraw his proposal for at least ninety (90) days after the time scheduled for the opening of proposals. Each proposal shall follow the instructions listed in the Notice to Proposers regarding submittal of their proposal. Submitted proposals shall be good for 180 days.

Proposals will be evaluated by the Purchaser based on the evaluation criteria outlined in the Request for Proposals. Lafayette Consolidated Government reserves the right to reject any and all proposals or any portions thereof, to waive informalities and to select the material that best suits its needs.

Lafayette Consolidated Government strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Consolidated Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBEs business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged business are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

PURCHASING DIVISION

Lafayette Consolidated Government

PUBLISH DATES: 10/7/2020; 10/11/2020; 10/18/2020
DPR # 939640
Affidavit of Publication



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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 parcels of land located adjacent to the Buchanan Garage ('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-used redevelopment.

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;
- Supports the Downtown vision of a vibrant, walkable, mixed-use center of commerce attracting employers, residents, tourists, and shoppers;
- 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 is committed to the renovation/repair of the Buchanan Garage and its return to commerce. Refer to Section III.
- LCG will allow patrons of proposed development usage of Buchanan Garage. LCG will provide access to a maximum of 100 parking spaces for tenant use. Refer to Section III.
- LCG will rely on market-analysis based responses to this RFP to help determine the highest and best use for the parcels;

C. Developer Selection

For this solicitation 'Offeror' refers to a public or private organization or company, associated, 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 La. Leasing Law, La. R.S. 41:1211, *et seq.* and the La. Public Bid Law, La. R.S. 38:2211, *et seq.* and approval by the Lafayette City and/or 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	October 7, 2020
Notification of Intent to Propose	November 2, 2020
Pre-Proposal Conference	November 9, 2020
Requests for Clarification or Interpretation Due	November 12, 2020
RFP Responses Due	January 4, 2021
LCG Review of Responses	Q1 2021
Shortlist of applicants notified	Q1 2021
Interviews of shortlist applicants	Q1 2021
City and/or Parish Council authorizes negotiations	Q2 2021
Developer selected/negotiations commence/compliance with applicable laws	Q2 2021
City and/or-Parish Council Approval	6 weeks following completion of negotiations
Construction Commences	Q3-Q4 2021 or early 2022

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 late 2021;
- 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 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.

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 late 2021;
 - 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.

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;

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 significance 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.



PlanLafayette, Lafayette's Comprehensive Plan was adopted by the Planning Commission and endorsed by the City-Parish Council in 2014. Part of the plan is a Downtown Action Plan. 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.

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 Sherriff'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.

C. Buchanan Redevelopment Site

1. Parcel Overview

This redevelopment Site subject to this RFP is comprised of two parcels totaling approximately 0.9 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 A.

Parcel A: 722 Jefferson Street

Parcel A site area is approximately 16,000 GSF and is a vacant site comprised of approximately 30 surface parking spaces with frontage on Jefferson St.



Parcel B: Corner of Buchanan St and W. Convent St.

Parcel B 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.

2. Buchanan Garage Building

The Buchanan Garage, constructed in 1981, was closed in Fall 2018 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. The Lafayette Parish Council has allocated \$3.5 million to the renovation and repair of the garage to bring it back in commerce for Downtown patrons.

LCG expects the structural repair of the garage to commence in early 2021. This is being classified as Phase 1. The second phase of the garage renovation includes elevator replacement, stairwell enhancements and exterior aesthetic enhancements. LCG is open to discussing all proposed enhancements that would allow the Buchanan Garage to better integrate into the proposed development. Examples may include skywalk access from garage to development, direct connections to the garage on each floor of development/garage, additional elevator access/location, exterior façade improvements of garage to closely reflect those of the proposed development, lighting enhancements to garage, etc.

Through a joint use agreement with the PSD, LCG will allow patrons of proposed development usage of Buchanan Garage by providing access to a maximum of 100 parking spaces for tenant use. The details of this agreement are negotiable, but it is anticipated that the following will be included:

- LCG obligation to provide access to a maximum of 100 parking spaces for tenant use.
- The preferred method of lease will provide a dedicated number of spaces, but will not reserve specific spaces. LCG is open to providing a limited number of reserved spaces at a premium cost.
- PSD to pay minimum one-time capital contribution in addition to monthly lease for contracted parking spaces (\$2,500 one-time contribution plus \$50/month lease per parking space, negotiable)
- Leases will be managed by LCG by balancing the two peak parking times of the major garage users – daytime use by the Courthouse Complex (approximately 7:30am – 4:30pm) and nighttime use by the residential units built (approximately 5:00pm – 7:30am).



3. 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.

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.

Based on 100 unit residential development, we anticipate the following regarding LUS services.

- A wastewater betterment reimbursement fee is estimated to be \$150,000.
- Utility servitudes will require a 10' servitude along all public rights of way. At the property lines along Jefferson, standard servitude niches will be required. For property lines along Convent and Buchanan, full 10X10 niches for electrical equipment will be required to facilitate the conversion of overhead to underground utilities. For public electric infrastructure installed within the property, 10' utility servitudes must also be provided.
- LUS will require a set of commercial plans to be submitted in order to prepare a bid package for the PSD to hire an LUS-approved contractor for installation of the new electrical distribution for the development. Commercial plans must include architectural plans, overall utility site plan outlining layout of new and existing water, sewer, drainage, gas and communication lines, electrical building plans, location of all new electrical meter centers and proposed location of pad-mount utility transformers.
- If the PSD wishes to convert overhead lines to underground, costs are estimated to be between \$145,000 and \$195,000 depending on the location of drainage structures, other underground structures and re-feeding of existing customers once the overhead poles are removed.
- For infrastructure within the development, costs are estimated to be between \$41.99 and \$81.18 per foot depending on the contractor utilized and the size of the line needed to support the load.

4. Transportation and Access

Jefferson Street, South Buchanan Street, West Convent Street (and West Main Street) are public streets under the jurisdiction of LCG.



5. 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). 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 setback of 10.0 feet starting at the sixth floor.

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.



6. Platting

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

7. 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.

8. Inspections and Certificate of Occupancy

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

9. Development Incentives

The Buchanan Redevelopment Site is located in Downtown Lafayette and is within an Opportunity Zone (Census Tract 1), Downtown Development District, a Cultural District and the newly formed Downtown Lafayette Economic Development 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.

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:

- 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;



- 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 on 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.

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.



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 your primary Offeror team members;
- Identify the roles of Offeror team members and prior relationships with the Offeror.

f. Offeror's current real estate portfolio:

As of the RFP date, provide composition of Offeror's current real estate portfolio, including type of projects, amount of building square footage or units owned and/or managed

2. Experience and Past Performance

Detail Offeror's history of development and redevelopment in downtown areas or on infill sites as well as your 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 Documentation

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 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.

Submission Part D. Financing Capacity and Capability

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

A. LCG Point of Contact and RFP Submission Address

Thomasina Oliver, Purchasing & Property Manager



toliver@lafayettela.gov

Phone: 337.291.8259

Mailing Address:

Lafayette Consolidated Government

c/o Thomasina Oliver, Purchasing & Property Management

P.O. Box 4017-C

Lafayette, LA 70502

B. [Pre-Proposal Conference](#)

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

Date: November 9, 2020

Time: 2:00pm-4:00pm

Location: Virtual meeting

Interested parties must notify Thomasina Oliver 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 Thomasina Oliver and provided necessary information in advance of the meeting will be allowed to attend.

C. [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 Thomasina Oliver 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 2:00pm local time on November 12, 2020**. No further request shall be accepted beyond the established deadline. All responses to Requests for Clarification or Interpretation will be posted on the RFP webpage.

D. [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 2:00pm local time on January 4, 2021 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

E. **Format of Proposal**

The proposal shall be in the form of a written report and shall be bound and prepared on 8 ½" x 11" sheets (one-sided). **One (1) original and five (5) copies are required.** Proposals shall include all information requested in this RFP.

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 Thomasina Oliver 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. Evaluation Criteria

Contractor’s proposal shall relate specifically to the following items for evaluation and selection purposes. **The ranking shown below will be used to select the vendor that LCG will contract with.**

1. Methodology	30
2. Highest and best use of development to the Lafayette community	30
3. Experience	30
4. References	10
Total Points	100

VII. Evaluation and Scoring

An evaluation team composed of representatives of LCG will evaluate proposals on a variety of quantitative and qualitative criteria. The selected proposal shall provide the most cost effective approach that meets LCG’s requirements.

LCG reserves the right to reject any or all proposals, or to make no award. LCG also reserves the right to require modifications to initial proposals or make partial awards to multiple



vendors, and to subsequently follow-up with requests for additional information, including, but not limited to, follow-up interviews.

VIII. 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 La. 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 and/or Parish Council.

IX. General Conditions of Proposals

ANY AND ALL EXCEPTIONS TO THESE GENERAL CONDITIONS SHALL BE FULLY DETAILED IN A LETTER WHICH WILL ACCOMPANY THE PROPOSAL.

ARTICLE 1 - SIGNATURE AUTHORITY OF PROPOSER

The person signing the proposal must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.



By signing the proposal, the proposer certifies compliance with the above.

ARTICLE 2 - INSURANCE

PLEASE READ THE FOLLOWING INSURANCE REQUIREMENTS CAREFULLY! All limits will be **REQUIRED** including but not limited to, **WAIVER OF SUBROGATION AND ADDITIONAL INSURED.** A copy of the certificate of insurance shall be furnished to the Lafayette City-Parish Consolidated Government with ten (10) days of the notice of award.

ARTICLE 3 - CONTRACTOR'S INSURANCE AND SUBCONTRACTOR'S INSURANCE

The certificate of insurance with the appropriate limits listed below shall be furnished to the Lafayette Consolidated Government within ten (10) days of notice of award.

The Contractor shall not commence work under this contract until he has obtained all insurance required by this paragraph, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required has been obtained and submitted. Proper certificates evidencing such insurance shall be furnished to the Owner prior to commencement of work. All certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) days written notice being first given to the Owner.

If at any time, any of the insurance policies required to be furnished by the Contractor under the terms of this Article shall lapse, expire, or fail to comply with the requirements of this Article, the Contractor shall procure and obtain such new insurance policies as may be required in order to comply with the requirements of this Article. Upon obtaining a new insurance policy, the Contractor shall submit a new certificate of insurance to the Owner for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance as required by this Article, the contract, at the election of the Owner, may be declared suspended, discontinued or terminated. Failure of the Contractor to maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements contained in this Article be construed to conflict with the obligations of the Contractor regarding indemnification as set forth in Article 11.

The requirements contained in this Article shall not be construed and are not intended to limit the Contractor's obligations to indemnify and defend the Lafayette City-Parish Consolidated Government as contained in Article 11, but merely constitute minimum insurance requirements which must be provided to secure such obligations.

The Contractor shall effect and maintain until completion and acceptance of the work, insurance as follows:

- I. Standard Worker's Compensation Insurance



Full statutory liability for the State of Louisiana with Employer’s Liability Coverage of \$500,000 minimum per occurrence.

II. Commercial General Liability

Contractor shall maintain commercial general liability insurance, which must be provided on an “occurrence” basis and not on a “claims made” basis. These policy limits (with a combined single limit for Bodily Injury and Property Damage) provided below shall not be eroded by defense, litigation and/or expert fees and/or expenses. LCG, its officials, employees and volunteers must be named as additional insureds under the policy. All commercial general liability coverage shall include coverage for the following:

A. Premises Operations	\$5,000,000
B. Independent Contractors	\$5,000,000
C. Products - Completed Operations	\$5,000,000
D. Contractual Liability	\$5,000,000
E. Broad Form Property Damage	\$5,000,000
F. Sudden and Accidental Pollution Coverage (either as part of CGL or stand alone policy)	\$5,000,000

III. Business Auto Liability Policy

	* BODILY INJURY <u>per person</u>	* BODILY INJURY <u>per accident</u>	* PROPERTY DAMAGE <u>per accident</u>
A. Any Auto	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
B. Owned Autos	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
C. Non-Owned Autos	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
D. Hired	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000

If Coverage A - Any Auto is carried, Coverages B, C, & D will not be required. If the Contractor does not own an automobile (vehicle) and an automobile (vehicle) is



utilized in the execution of the contract, then hired and non-owned coverage is required.

IV. Umbrella Liability

In lieu of providing insurance at the limits required in Sections I, II and III of this Article, Contractors may fulfill the requirements of this Article by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Sections I, II and III hereinabove.

V. Consolidated Government as an Additional Insured

The Lafayette City-Parish Consolidated Government, its officials, employees and volunteers must be named on all liability policies described above as additional insureds. The named insured, and not The Lafayette City-Parish Consolidated Government as an additional insured, shall be solely responsible for any and all deductible(s) and/or retention(s) under these policies and these policies shall provide primary coverage to The Lafayette City-Parish Consolidated Government.

VI. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, the Consolidated Government reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Contractor is deemed reasonable, sufficient and adequate to protect the interests of the Consolidated Government, provided that the Consolidated Government shall take no steps to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.

VII. Waiver of Subrogation

Contractors must obtain a Waiver of Subrogation from all insurance carriers providing coverage under Sections I, II, III and IV in this Article for any and all claims which could be asserted against the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

VIII. Insurance coverage required hereunder must be written by an insurance company or companies that are licensed to do business in Louisiana and maintain a rating in the most recent "Best Insurance Guide" of not less than A-6.



ARTICLE 4 - CANCELLATION OF INSURANCE

The contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner stating the date when such cancellation or reduction shall be effective, which date shall not be less than thirty (30) days after such notice.

ARTICLE 5 - SUBCONTRACTS

The Contractor shall perform with his own organization a reasonable portion of the work under this contract, as determined by the Engineer. As soon as practicable after the execution of the contract and in any event at least seven (7) days prior to the time that any subcontractor shall commence any portion of the work, the contractor shall notify the engineer in writing of the names of the subcontractors proposed for the work and shall not employ any that the engineer, within a reasonable time, may object to as incompetent or unfit.

Also, to encourage minority participation to the greatest extent possible, it is further required, of the contractor that any minority subcontractors, proposed for the work, be identified, as such, and the name and domicile of said minority subcontractor be provided.

The contractor agrees that he is fully responsible to the owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 6 - CANCELLATION OF CONTRACT (TERMINATION)

LCG reserves the right to terminate the contract, without penalty, for cause immediately or without cause.

1. In the event Contractor fails or refuses to timely perform any of the provisions of this Agreement in the manner required, or if Contractor violates any provision of this Agreement, Contractor shall be deemed in default. City shall provide written notice of such default to Contractor's Project Manager. Contractor shall cure said default within in a period of two (2) working days. If such cure is not completed in a timely manner, City may assess liquidated damages or terminate the Agreement forthwith by giving written notice to Contractors Project Manager. City may, in addition to the other remedies provided in this Agreement or authorized by law, terminate this Agreement by giving written notice of termination. Contractor shall be responsible for all costs incurred by City, including replacement costs of equipment and labor required to provide service during Contractor's default.



2. This agreement may be terminated without cause by LCG upon thirty (30) days written notice delivered to the Contractor either personally or by mail. Upon termination, City shall pay to Contractor that portion of compensation specified in the Agreement that is earned and unpaid prior to the effective date of termination.
3. In addition to, or in lieu of, remedies provided in this Agreement or pursuant to law, City shall have the right to withhold all or a portion of Contractor's compensation for contract services if, in the judgment of the Project Manager or designee, the Contractor fails to satisfactorily perform contract services. City shall have the right to retain funds withheld until the Project Manager or designee determines that contract services are performed as required by this Agreement.

ARTICLE 7 - SUBMISSION AND OPENING OF PROPOSALS

PROPOSALS - All proposals shall be enclosed in a sealed envelope which will be marked with the name of the proposal being submitted, and shall either be mailed or hand delivered to: Purchasing Division, Lafayette City-Parish Consolidated Government, PO Box 4017-C, 705 W. University Avenue, Lafayette, Louisiana 70502.

The "REQUEST FOR PROPOSALS" will establish the date and time of the proposal opening. Proposals will be received until the stated date and time. The timely delivery of the proposals solely rests with the bidder, and late arriving proposals will not be considered.

ARTICLE 8 - NON-APPROPRIATION OF FUNDS

The continuation of this contract into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the Lafayette City-Parish Consolidated Government fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

ARTICLE 9 - BUDGETED FUNDS

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the Lafayette City-Parish Consolidated Government for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the Lafayette City-Parish Consolidated Government shall not be liable for the amount of such increase until and unless said budget is amended as



provided for the Lafayette City-Parish Consolidated Government Home Rule Charter to allow for such an increased amount.

ARTICLE 10 - DEFENSE AND INDEMNITY

In the contract to be awarded, the Contractor does and will agree to defend, indemnify, and hold forever harmless the Owner and their respective employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they may be deemed liable and/or answerable, to the extent permitted by law, from and against any and all claims, demands, causes of action, and/or rights of action arising out of or resulting from the performance of any of the work and/or obligations contemplated under the contract, including, but not limited to, any and all claims for damages, losses, expenses and/or attorney's fees which result from any breach by the Contractor of any of the terms, provisions, conditions, and/or limitations of the contract, as well as any and all claims resulting from the sole negligence, liability, strict liability, and/or fault of the Contractor and/or the joint and/or concurrent negligence, liability, strict liability, and/or fault of the Contractor with any other persons or parties whomsoever.

The Contractor further agrees that he will defend, indemnify, and hold forever harmless the Owner, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons or parties whomsoever, to the extent permitted by law, of and from any and all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanic, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Agreement to defend, indemnify, and hold harmless the Owner, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons or parties whomsoever to the full extent of their insurance contract and/or as required by law.

ARTICLE 11 – INDEPENDENT CONTRACTOR

Contractor is, and at all times will be, an independent contractor. Nothing in this Contract shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other



party or otherwise act on behalf of the other party. No employee, agent, representative and/or subcontractor of Contractor shall be entitled to any of the rights or benefits due employees or agents of LCG, not shall Contractor, its employees, agents, representatives and/or subcontractors cause LCG to incur any liability to Contractor, its employees, agents, representatives and/or subcontractors under any law.

Furthermore, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, Lafayette City Parish Consolidated Government, its officials, employees and volunteers will have no cause of action against, and will not assert a claim against, Lafayette City Parish Consolidated Government, its officials, employees and volunteers whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that Lafayette City Parish Consolidated Government, its officials, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Lafayette City Parish Consolidated Government, its officials, employees & volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

ARTICLE 12 - CONTRACTORS UNDERSTANDING

It is understood that the contract is solely between the Lafayette City Parish Consolidated Government and the contracting agency and at all times, the contracting agency shall operate and deemed to be an independent contractor. At all times, persons provided by the contracting agency to the Lafayette City-Parish Consolidated Government pursuant to the terms of this contract shall be deemed to be employees of the contracting agency, and shall not be considered to be employees of the Lafayette City-Parish Consolidated Government of the Lafayette City-Parish Consolidated Government.

ARTICLE 13 - PARTICIPATION BY DISADVANTAGED ENTERPRISE BUSINESSES

The Lafayette Consolidated Government strongly encourages the participation of DBE's (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Consolidated Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBE's business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

ARTICLE 14 –PERFORMANCE OR SURETY BOND REQUIREMENT



To the extent mandated, authorized and/or allowed by law, Proposer shall post and/or secure or cause to be posted and/or secured a performance or surety bond to cover the scope of the work for this project.