

Request For Proposals to Redevelop the New Life Center Site in Downtown Opelousas, La



City of Opelousas

105 MAIN STREET OPELOUSAS, LA 70570 | (337) 948-2520

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Introduction

The City of Opelousas is pleased to issue this Request for Proposals ('RFP') for the redevelopment of the New Life Center and associated parcel of land ('NLC Redevelopment Site,' 'Site,' or 'Project') located in Downtown Opelousas, Louisiana under the jurisdiction, custody, and control of the City of Opelousas. The New Life Center Redevelopment Site is in the heart of Downtown Opelousas and offers tremendous potential for a mixed-use redevelopment and advances the goals of the Downtown Development Districts Master Plan.

Rich in history and culture, the City of Opelousas is the third oldest city in Louisiana. It is a place influenced by a mixture of nationalities. From its architectural offerings to its role in the Civil War to its plentiful Cajun and Creole traditions, the city's diverse cultures are captured in many ways. As a result of the Louisiana Purchase in 1803, The Louisiana Purchase was divided into two parts. The lower part became known as the Territory of Orleans, which is now the State of Louisiana. This Territory of Orleans was divided into twelve parishes or counties, which included the County of Opelousas. In 1805, Opelousas became the seat of government for this County. A year later, the first Opelousas County Courthouse was built on a square in the center of town. Today, the area around the courthouse is designated as a National Historic District.

Downtown Opelousas Vision and Goals

The future envisioned for Downtown Opelousas is one where Opelousas is established as one of the best small cities in Louisiana and is a model for downtown revitalization. Opelousas' downtown economy retains and recruits new residents and businesses, drawing people from across Acadiana, the state, and the region. Downtown Opelousas is walkable and vibrant, reflecting its rich culture and history while looking to its future as a destination for residents and visitors to live, work, and play.

Opelousas envisions the redevelopment of the New Life Center Redevelopment 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 New Life Center as a viable asset in Downtown Opelousas.
- Redevelop the New Life Center to its highest and best use that serves as a catalyst for future redevelopment.
- Provide a lucrative financial return to the City of Opelousas.
- Deliver a redevelopment that recognizes current best planning practices.
- Support the Opelousas Downtown vision of a vibrant, walkable, mixed-use center of commerce attracting employers, residents, tourists, and shoppers that establishes Downtown Opelousas as the heart of economic, cultural, and civic life in the city.
- Helps establish a vibrant mix of commerce, open space, active streets, and housing options that serve adjacent neighborhoods and beyond.
- Provides public space(s), and programming that are inclusive and inviting, providing by providing opportunities for future generations to live healthy, productive lives.
- Demonstrates environmental stewardship and best practices that will ensure downtown remains a destination for generations.

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- Contribute to the vitality of E. Landry and E Vine Streets, Downtown Opelousas, and Saint Landry Parish.

Facilitating the Project

The City of Opelousas has taken the following steps to facilitate the redevelopment process.

- Received technical assistance through the Technical Assistance to Brownfields (TAB) program offered by EPA partner Kansas State University (KSU) to conduct community-based reuse planning and visioning and stakeholder focus groups to determine the level of support for different reuse options. (Appendix B).
- Conducted a Phase I Environmental Site Assessment through EPA Region VI's Targeted Brownfield Assessment (TBA) Program. (Appendix D)
- Conducted a Phase II Environmental Site Assessment through LaDEQ's Targeted Brownfield Assessment (TBA) Program. (Appendix E)
- Received Local Foods Local Places Technical Assistance through EPA's community revitalization program. (Appendix F)
- Completed a Downtown Master Plan (Appendix A)
- Invest Opelousas Opportunity Zone Prospectus (Appendix 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 New Life Center. 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, The City of Opelousas 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 Opelousas City 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 The City of Opelousas will proceed with a transaction with the PSD for the Project.

RFP Schedule

The following is the projected timeline for this RFP from release to selection.	
Release RFP	January 19, 2022
Pre-Proposal Conference and Site Visit	February 9, 2022
Requests for Clarification or Interpretation Due	February 21, 2022
RFP Responses Due	March 18, 2022
Opelousas Review of Responses Shortlist of Applicants Notified Interviews of Shortlist Applicants	Late March 2022
City Council Authorizes Negotiations	April/May 2022
Developer Selected/Negotiations Commence/Compliance with Applicable Laws	May 2022
City Council Approval	May/June 2022
Construction Commences	Summer/Fall 2022

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 The City of Opelousas's overarching role in the redevelopment and provides information on the legal context for the project under different development scenarios.

City of Opelousas's Rights, Role, and Responsibilities under a transaction structure where Opelousas maintains ownership

- City of Opelousas will continue to own the property.
- The City of Opelousas will maintain oversight responsibilities over 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 the City of Opelousas makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Site. The City of Opelousas 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 the City of Opelousas 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 the City of Opelousas and the PSD.
- The City of Opelousas is initiating a schedule to allow redevelopment/construction to commence in Spring/Summer 2022.
- During the redevelopment and construction phases, the City of Opelousas will review and approve general design and development plans, construction drawings and specifications for compliance with the concept plan as submitted in the RFP.
- The City of Opelousas 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 the City of Opelousas and the PSD.

City of Opelousas's Rights, Role, and Responsibilities under transaction structure where City of Opelousas 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 the City of Opelousas makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Site. The City of Opelousas

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 the City of Opelousas and the PSD.

- The City of Opelousas is initiating a schedule to allow redevelopment/construction to commence in Summer/Fall 2022.
- During the redevelopment and construction phases, the City of Opelousas will review and approve general design and development plans, construction drawings and specifications for compliance with the concept plan as submitted in the RFP.
- The City of Opelousas 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 the City of Opelousas and the PSD.

Offerors and PSDs 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 the City of Opelousas makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Site. The City of Opelousas 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 the City of Opelousas and the PSD.



Figure 1: Delta Grand Theater and City Hall in Downtown Opelousas

Overview of the New Life Center Site and Surrounding Area

Downtown Opelousas

Much has changed about the context, condition, and character of downtown Opelousas in the two hundred years since the city's incorporation. While it used to enjoy a position at the center of civic and commercial life, activities that in the past occurred in the downtown have migrated to highway corridors and nearby metropolitan areas. However, downtown Opelousas is still brimming with potential and is ripe for revitalization.

Despite its mixed-use zoning, downtown lacks many desired and essential uses. While the market for some commercial types is over saturated, there is a significant need for other commercial types, like boutique retail, bars, and restaurants—key features of successful downtown environments. These amenity gaps provide a unique opportunity for the mixed-use redevelopment of the New Life Center. Retail is consistently listed as the largest employment sector in Opelousas, and market research indicates that Opelousas is attracting regional residents for retail of household goods and groceries, but losing local revenue to food and drink retailers outside of the Opelousas area.

While there are several neighborhoods within the boundary of the Downtown Development District, there are extremely limited residential options within the downtown core. Despite its mixed-use zoning, the downtown core severely lacks buildings that include any residential units. Establishing a downtown residential base is critical for the long-term success of new and existing businesses within the district, as having a strong contingency of downtown residents helps provide consistent support to local businesses and improves safety conditions. Investing in residential development as part of the redevelopment of the New Life Center redevelopment will be a catalytic first step in bringing more consistent activity to the area while also bolstering the business community downtown.

New Life Center Redevelopment Site

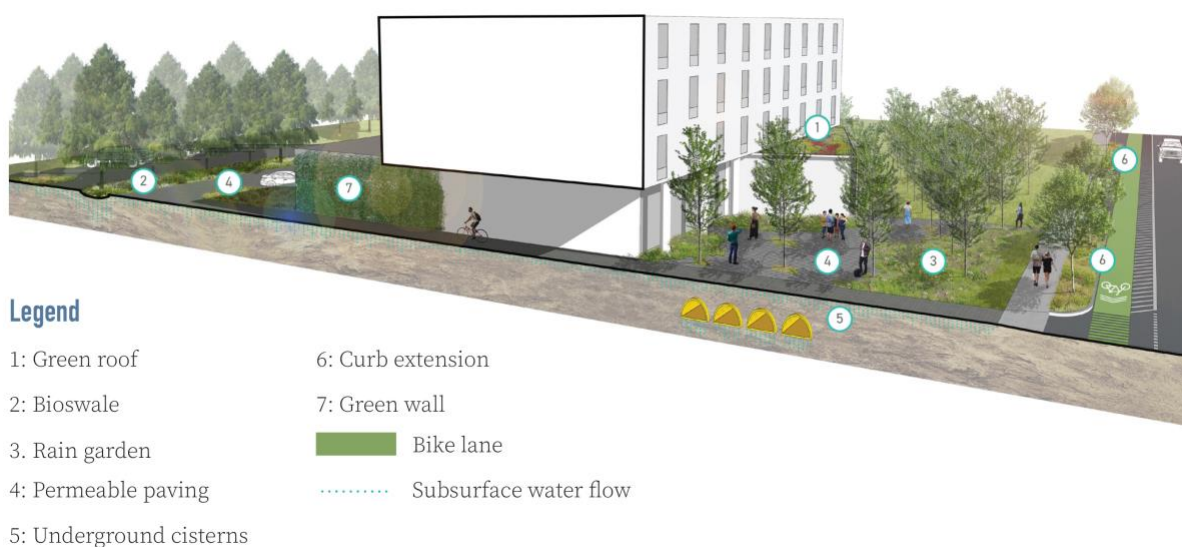


Figure 2: Conceptual rendering from the Opelousas Downtown Master Plan of New Life Center redevelopment with mobility and sustainability principles applied.

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Site Technical Specifications

- Lot size: 46,000 ft²
- Year of Construction: 1958
- Parcel ID #: 9100012630
- Site Address: 411 E Landry St, Opelousas, LA 70570
- Building Size: 36,000 ft²
- Elevation: 4-story building
- Prior Use(s): Operated as a women’s shelter, providing childcare, lodging, meals, and other social services
- Ownership: Owned by City of Opelousas
- Zoning: Downtown Mixed Use (DMU); Avenue Site BES Building Height: 1 to 3.5 stories
 - Setbacks: Building must be built to at least 50% of lot frontage along the Required Building Line (RBL). There are no required side lot line setbacks
 - Building Area – at least 30% of buildable area shall be maintained as open contiguous lot area
 - Maximum Building Footprint of 30,000 ft²
- Design Standards
 - Each story RBL facade shall have between 30 and 70% fenestration measured as a percentage of the facade that is between 3 and 9 feet above the finish floor. Awnings and overhangs are encouraged.
- Estimated adaptive reuse cost: \$1.98 Million - \$2.7 Million (\$55-\$75/ft)



Figure 3: Parcel Boundary and location of New Life Center highlighted in blue

Neighborhood Characteristics

- Located in a Designated Cultural District
- Blocks from the Parish Courthouse and City Hall

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- On the edge of an existing residential area
- Walking distance to restaurants and shopping
- Located on US HWY 190, approximately ½ mile from Interstate 49
- Located in an opportunity zone
- Located in Historic District

Potentially Available Incentives

The following financial incentives may be stacked to facilitate the redevelopment of the New Life Center Site. It is the duty of the PSD to assemble any applications to each respective program that may fit their redevelopment plan.

Eligible for Opportunity Zone Investment

Opportunity Zones are a community development program established by Congress in the Tax Cuts and Jobs Act of 2017. This federal capital gains tax incentive program is designed to drive long-term investments to low-income communities. The new law provides a federal tax incentive for investors to re-invest their capital gains into Opportunity Funds, which are specialized vehicles dedicated to investing in designated low-income areas. The New Life Center Site is located within a Federally designated Opportunity Zone.

New Market Tax Credit

The NMTC Program incentivizes community development and economic growth using tax credits that attract private investment to distressed communities. The NMTC Program attracts private capital into low-income communities by permitting individual and corporate investors to receive a tax credit against their federal income tax in exchange for making equity investments in specialized financial intermediaries called Community Development Entities (CDEs). The credit totals 39% of the original investment amount and is claimed over a period of seven years.

Located in a Louisiana Enterprise Zone

The Enterprise Zone, or EZ program is a jobs incentive program that provides Louisiana income and franchise tax credits to a new or existing business located in Louisiana creating permanent net new full-time jobs, and hiring at least 50% of those net new jobs from one of four targeted groups. The benefit provides:

- Either a one-time \$3,500 or \$1,000 tax credit for each net new job created.
- A rebate of state sales and use taxes paid on qualifying materials, machinery, furniture, and/or equipment purchased or a 1.5% refundable investment tax credit on the total capital investment, excluding tax exempted items. The rebate shall not exceed \$100,000 per net new job.

Angel Investor Tax Credit

Louisiana's Angel Investor Tax Credit (AITC) encourages accredited investors to invest in early stage, small wealth-creating Louisiana businesses that seek startup and expansion capital.

- Provides a 25% tax credit on investments by accredited investors who invest in businesses certified by Louisiana Economic Development as Louisiana Entrepreneurial Businesses (LEB).

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- Provides an enhanced tax credit of 35% on investments by accredited investors who invest in LEB's
- located in qualified Opportunity Zones.
- To view current projects and an interactive map of Louisiana Opportunity Zones click here <https://www.louisianaopportunityzones.com/>
- \$7.2 million annual program cap.
- Investors can invest \$720,000 per business per year and \$1.44 million per business over the life of the program.

The AITC Program sunsets on July 1, 2025.

State Historic Rehabilitation Tax Credit

The Louisiana 20% State Commercial Tax Credit was created in 2002 by the Louisiana Legislature to encourage the redevelopment of income-producing historic buildings in Louisiana's Downtown Development Districts. In 2007, the enabling program legislation was amended to allow historic buildings located in certified Cultural Districts to be program-eligible. The New Life Center is in both a Downtown Development District and a State Cultural District and is over 50 years old.

The 20% State Commercial Tax Credit Program is jointly administered by the Louisiana Division of Historic Preservation and the Louisiana Department of Revenue. The Louisiana Division of Historic Preservation acts as an applicant's first point of contact and reviews applications for compliance with the Secretary of the Interior's Standards for Rehabilitation; the Louisiana Department of Revenue reviews project costs. The credit is available for those income-producing buildings that are contributing elements to Downtown Development Districts or certified Cultural Districts. Rehabilitation projects must exceed \$10,000 in qualified rehabilitation expenses and must be completed according to the Secretary of the Interior's Standards for Rehabilitation. Once earned, credits are fully transferable and may be carried forward for up to five years. The State Commercial Tax Credit program sunset date has been extended through December 31, 2025.

Federal Historic Preservation Tax Credits

A 20% income tax credit is available for the rehabilitation of historic, income-producing buildings that are determined by the Secretary of the Interior, through the National Park Service, to be "certified historic structures." The State Historic Preservation Offices and the National Park Service review the rehabilitation work to ensure that it complies with the Secretary's Standards for Rehabilitation. The Internal Revenue Service defines qualified rehabilitation expenses on which the credit may be taken. Owner-occupied residential properties do not qualify for the federal rehabilitation tax credit. The New Life Center is Located within the Opelousas Historic District.

Restoration Tax Abatement

The Restoration Tax Abatement (RTA) program provides an up-to ten-year abatement of property taxes (ad valorem) on renovations and improvements of existing commercial structures and owner-occupied residences located within economic development districts, downtown development districts, historic districts, and opportunity zones.

**Five-year contract; option for five-year renewal with approval from local governing authority, Board of Commerce and Industry, and governor's approval.*

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LA

South Louisiana Brownfield Revolving Loan Fund (RLF)

The RLF provides loans and subgrants to support cleanup activities for sites contaminated with petroleum and hazardous substances such as mold, asbestos, and lead based paint. The New Life Center has been submitted as a potential RLF project to the South Louisiana Brownfield RLF Coalition, subject to a completed application and approval from the loan board. Phase I and Phase II ESA's have been completed according to EPA guidelines to maintain the site's eligibility, however, the PSD would need to complete and updated Phase I ESA prior to closing on the property.



Figure 4: Former White House Opportunity and Revitalization Council Executive Director Scott Turner and Former EDA Secretary John Fleming Tour New Life Center with Mayor Julius Alsandor and local stakeholders.

Proposed Transaction

City of Opelousas 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 negotiations with City of Opelousas 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 City of Opelousas '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 the requirements 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.

Transaction Overview

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).
- 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 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 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 City of Opelousas expenditures and in Opelousas'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.

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, debt service ratio 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 \$2,500,000.
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.



Figure 5: Community Reuse Visioning Session Facilitated by KSU TAB

Submission of Proposals

City of Opelousas Point of Contact and RFP Submission Address

Point of Contact: Bill Rodier, CEO
St. Landry Economic Development
Email: billr@stlandryed.com
Phone: (337) 948-1391
RFP Website: [CLICK HERE](#)
Mailing Address: St. Landry Economic Development
c/o Bill Rodier, CEO
5367 I-49 South Service Road
Opelousas, LA 70570

Pre-Proposal Conference and Site Visit

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

Pre-Proposal Conference

Date: February 9, 2022
Time: 9 a.m. – 11 a.m.
Location: St. Landry Economic Development
5367 I-49 S. Service Rd.
Opelousas, LA 70570

Site Visit

Date: February 9, 2022
Time: 1 p.m. – 3 p.m.
Location: New Life Center
411 E. Landry St.
Opelousas, LA 70570

Interested parties must notify Bill Rodier via email (see above for contact information) for further information about attendance and to confirm time, location, and date. Only those parties who have notified Bill Rodier and provided necessary information in advance of the meeting will be allowed to attend. The Site Visit shall be limited to not more than four (4) representatives from each Offeror team.

Requests for Clarifications or Interpretation

The City of Opelousas 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 Bill Rodier via email (BillR@stlandryed.com) using 'New Life Center RFP Request for Clarification' in the subject line of the email (see above for contact information) no later than 2:00 PM local time on January 31, 2022. 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 by Friday of the following week.

Deadline for Submission of Proposals

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 March 18, 2022, at the address noted in the contact section above. 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

Other General Information

Cancellation. While the City of Opelousas 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, The City of Opelousas 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 The City of Opelousas in its sole discretion to be in the best interest of The City of Opelousas. The City of Opelousas reserves the right to cancel this RFP at any time, and/or to reject any and all submissions prepared in response. The City of Opelousas is not responsible for any costs incurred by an Offeror to participate in this RFP process.

Amendment of RFP by the City of Opelousas. This RFP may be amended at any time by the City of Opelousas, 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 Bill Rodier via email.

Amendment of Offeror's Written proposal. The Offeror may request an amendment of its previously submitted application to this RFP by providing the City of Opelousas with a detailed description and explanation of the proposed changes, which will be reviewed by the City of Opelousas. To the extent that the City of Opelousas 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 the City of Opelousas.

By participating in this RFP process, each Offeror agrees to hold the City of Opelousas, its officers, employees, and consultants harmless from all claims, liabilities and costs related to all aspects of this transaction. Under no circumstances shall the City of Opelousas 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 because 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. The City of Opelousas 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.

Statement of Limitations

This RFP, submissions from Offerors to this RFP, and any relationship between the City of Opelousas 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 the City of Opelousas'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 the City of Opelousas will proceed with a transaction with the PSD for the Project. The City of Opelousas 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 the City of Opelousas 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.

The City of Opelousas 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 the City of Opelousas deems appropriate in its sole discretion. The City of Opelousas 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, the City of Opelousas shall not be liable for any costs associated with the preparation, clarification, or negotiation of responses to this RFP.

The City of Opelousas 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 the City of Opelousas; 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.

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Offerors shall not rely upon any statement or information given the Offerors by the City of Opelousas including, without limitation, any information contained in or supplied in connection with this RFP. Solely as a matter of convenience to Offerors, the City of Opelousas is making available certain surveys, title reports, engineering, environmental and other information relating to the parcels and buildings identified in the RFP. The City of Opelousas 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. The City of Opelousas does not accept, and hereby disclaims, any liability to any person or entity because of the information provided by the City of Opelousas, whether or not such person or entity does or does not submit a response to this RFP.

The City of Opelousas 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, the City of Opelousas's investigation of the experience and qualifications of any Offeror, and the City of Opelousas'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, the City of Opelousas will exercise its best professional and business judgment to ensure the integrity of the selection process. The City of Opelousas reserves the right to exercise fully its discretion in interpreting and applying the selection criteria and in making its selection.

Compliance with the City of Opelousas'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 follow all applicable Public Laws, including environmental and historic preservation requirements.

The City of Opelousas makes no representations regarding the character or extent of soil or other subsurface conditions, utilities or hidden conditions that may be encountered during 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. The City of Opelousas makes no representation or warranty concerning the truth, accuracy or completeness of environmental information provided about the Site.

The City of Opelousas 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 the City of Opelousas.

The City of Opelousas 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.

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No claims for broker's fees will be paid by the City of Opelousas. Each Offeror shall indemnify, defend and hold the City of Opelousas 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.

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

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

Any agreements negotiated by the City of Opelousas and the PSD are subject to approval by the Opelousas City Council.



Figure 6: Exterior of New Life Center

Appendices

Appendix A: Downtown Opelousas Master Plan

Appendix B: Opelousas New Life Center Reuse Visioning and Focus Group Sessions

Appendix C: Opelousas Opportunity Zone Prospectus

Appendix D: New Life Center Phase I ESA

Appendix E: New Life Center Phase II ESA

Appendix F: EPA LFLP Opelousas Community Action Plan