

RAGIN' CAJUN FACILITIES, INC.
DECEMBER 15, 2014

REQUEST FOR PROPOSAL FOR MASTER DEVELOPER: UNIVERSITY COMMONS DEVELOPMENT FOR THE UNIVERSITY OF LOUISIANA AT LAFAYETTE

Issued by Ragin' Cajun Facilities, Inc. ("RCFI")

RFP RELEASE DATE:	12.15.14
PROPOSER INQUIRY DEADLINE:	01.12.15
INQUIRY ANSWER DEADLINE:	01.19.15
RESPONSES TO RFP DUE:	02.25.15



CONGRESS STREET LIFESTYLE:

I. TABLE OF CONTENTS

- I. TABLE OF CONTENTS
- II. STATEMENT OF PURPOSE
- III. SCOPE OF WORK
- IV. TIMELINE
- V. PROPOSAL SUBMISSION PROCEDURES
- VI. SUBMISSION REQUIREMENTS
- VII. RESERVATION OF RIGHTS
- VIII. EVALUATION AND AWARD

II. STATEMENT OF PURPOSE



The University of Louisiana at Lafayette (the University) is one of the most culturally unique universities in the United States. The University has been positioning itself strategically to capitalize on the phenomenal economic growth being experienced in the Southern Gulf Coast Region of Louisiana known as Acadiana for several decades. The focus of this RFP is for Master Developer service in the development of real estate owned by the University on a unique site that contains extraordinary offerings. The property is located in the geographic center of the City of Lafayette and the Acadiana region, with immediate access to all the major features of this thriving south Louisiana city, including, but not limited to, I-10, downtown, the Oil Center and of course, the University.

The Master Plan referenced here, addresses all University land holdings in the City of Lafayette and is the result of a yearlong public participatory work effort, linking the input of hundreds of stakeholders. The University administrators, faculty, staff, Lafayette City Government directors, neighborhood organizations and last, but by no means least, the student body of the University, all devoted their passionate input into the creation of their vision. This vision resulted in certain strategies which are made in the form of recommendations and propositions that are structured around established principles to help the University institute a cohesive and memorable place, and one that is built on the highest form of civic art. The entire two volume plan, which should be used as a basis for programmatic requirements, can be viewed and downloaded from <http://www.louisianaedu/masterplan>. Supplemental information describing potential demand for the development can also be found at this location in the section labeled "Master Plan Appendix".

The Plan weaves three properties; the *Academic Campus District*, the *St. Landry Corridor* and the *University Commons District* into a cohesive University, through an articulation of land patterns, transportation idioms, and environmentally sensitive strategies. The focus of this RFP is on the University Commons District, a 195 acre district as described in the Master Plan.

Ragin' Cajun Facilities, Inc. (RCFI), is a Louisiana nonprofit corporation created exclusively to promote, assist and benefit the mission of the University primarily by engaging in the development of facilities on and near the University campus. The implementation of the mission includes acquiring, constructing, developing, managing, leasing as lessor or lessee, mortgaging and/or conveying student housing, parking facilities and other facilities on or near the campus of the University; as well as to provide financial assistance to the University. Since 2001 RCFI has successfully executed projects in excess of \$112 million and currently has another \$70 million of projects under construction.

RCFI's overall and ultimate goal is to develop the University Commons District with facilities that are of high quality and superior design, commensurate with the preferred University architecture, and which will be comfortable and efficient in serving the needs of the University, facility occupants, businesses, associations and the community, while posturing the University to realize reasonable financial returns. In order to best achieve this goal, RCFI is seeking to take optimum advantage of the talents and creativity of private developers and investors by entering into a mutually advantageous public-private partnership whereby RCFI will join with selected private interests so that each can do what they do best in developing the University Commons District.

As such, RCFI envisions utilizing a public-private partnership venture which will realize a project that not only serves the Master Plan's critical goals of creating a variety of market rate mix-uses, but also provides the University both cost avoidance and enhanced revenue streams, which is intended to replace declining state dollars that will in turn enhance the University's expansion efforts. The public-private partnership venture enables RCFI, or a newly created business entity, and the University to develop the campus property with new facilities and physical improvements, management improvements, and academic and student services.

The focus of this RFP is to identify and select a Master Developer for the development of the University Commons District to include a mix of housing types, ground floor retail, offices, restaurants, academic research space, performing arts center, convention hotel and convention center expansion. The project must serve as an outstanding example of high-quality, sustainable design and construction that is shown to be financially feasible and responsive to the University's needs.

As stated above, the University Commons District is one of three districts addressed in the Master Plan. A brief recap is listed here.

Campus Districts:

Academic Campus District - The *Academic Campus District*, a 137 acre land mass, is the core of undergraduate activity. It contains most of the core academic functions of the University. The land development patterns over the last 100 years can be clearly delineated. The original quadrangle has matured to become the most endeared part of the University's land holdings and has been identified as the land development pattern of choice to model the overall campus. Over the last fifty years, the campus has fallen victim to a commuter mentality of large parking lots scattered throughout the district with heavy focus on vehicular movement and consequently a high cost of the quality of the pedestrian experience and more recently the bicycle experience. Academic space needs evaluations indicate that the University should consider reorganizing its' current academic inventory and may create substantial efficiencies toward addressing existing academic obligations. Furthermore, the introduction of campus living in various housing types will be distributed strategically to promote a 24-hour vitality coupled with a new student life facility, which will serve to enliven the student, faculty and visitor engagement.

St. Landry Corridor – The *St. Landry Corridor*, which includes the former Lourdes Hospital, is real estate adjacent to University property and portions of it are being considered by the University for acquisition. The acquisition of the property can be significant, as it will bridge the Main Campus to University Commons and, therefore, has significant merit. The University is negotiating the purchase of this property therefore is not addressed here.

University Commons District – The *University Commons District* has for years served the University's athletic program, fraternity and sorority housing, intramural sports, and most recently included various research initiatives. Through the development of the Master Plan, the University intends to expand that focus. For the purpose of your response, RCFI's desired program includes:

- 200,000 sf of retail.
- 650 residential units of varying types and price-points.
- A new 2,200 seat regional performing arts center.
- An expansion of the convention center with an adjacent 300 room hotel.
- Additional undergraduate academic offerings

as supported by Market Studies available online at <http://www.louisiana.edu/masterplan>, in the section labeled "Master Plan Appendix".

The Master Plan envisions an ultimate linkage of all districts together with a complete system of vehicular, bicycle, pedestrian and a state of the art transportation network, intended to promote a sustainable campus environment.

III. SCOPE OF WORK

As previously indicated, the University has highlighted the key components of the intended development strategies for the University Commons District, supported by the creation of a set of guiding principles as found in the Master Plan. It is the desire of the University to develop the District as described in its entirety. It is however anticipated that achieving such a vision will take time. It is expected, that at a minimum, the ultimate Master Development Agreement shall address the ordered development of several key components, focused on the Congress Street and Cajundome Boulevard frontages. More specifically, the first phase development should include the Convention Center expansion, Convention Center hotel, at least a portion of a mix of residential, commercial, retail/office and all associated infrastructure required to make a phase operational. All other components should be proposed as deemed viable by the Master Developer, to be implemented over a mutually agreed upon timeline.

It is hoped that successful completion of the first phase of work will be transitioned into subsequent strategic development opportunities with the team.

As indicated above the real estate focus of this RFP is the district referred to as "University Commons". The major opportunities for private investment are offices, restaurants, retail and entertainment uses, research, performing arts, convention center, hotel, and residential uses (as defined by market assessments), provided they are integrated within a larger mixed-use environment. The total acres of land subject to private investment and development is approximately 195.5 acres. For more information defining specific land areas to be developed please refer to the Master Plan.

It is currently contemplated that a selected team would assume site control through a negotiated long term ground lease, a management agreement and/or other agreements. The University will not transfer fee simple title to any of the property. This team would be responsible for detailed project planning and design, financing and leasing of final real estate products, as well as on-going project management. It is the desire of RCFI or a for-profit subsidiary to benefit from economic participation including receipt of ground lease revenue and, to the extent possible, other revenue or profit sharing opportunities.

The following is an outline of anticipated roles and responsibilities of the selected Respondent:

- (i) Serve as the Master Developer acting in cooperation with RCFI or a newly created business entity for the on-going process of planning, financing, constructing and managing the necessary public and common infrastructure, including roads, parking, open space, pedestrian circulation, lighting, sanitary and storm sewerage systems, water, electric, gas, and telecommunication utility systems and vertical build out.
- (ii) Develop and/or manage development by others of the planned offices, visitor facilities, performing arts center, hotels, restaurants, convention center, retail, and community facilities. On a negotiated case-by-case basis, these facility sites may be leased by RCFI or a newly created business entity to private interests.
- (iii) Provide marketing and property management activities as necessary to assure fulfillment of the campus Master Plan update and the final development agreement.
- (iv) Which facilities, if any, does respondent want to manage?
- (v) The Respondent will be specifically charged with working with RCFI or a newly created business entity to devise an overall system of parking that meets the needs of building users, visitors, and occupants while taking advantage of the economics and efficiencies of common parking facilities. There may be opportunities for public-private partnerships with RCFI or a newly created business entity and the University in the financing and management of the parking system.
- (vi) Take advantage of available public and private initiatives to establish the most effective means to develop the various components of the site development program and to leverage a wide array of federal, state and local incentives that are available for consideration. These may include economic development tax credits, tax exempt financing and tax abatement programs. The Respondent shall be responsible for determining and utilizing the most applicable and appropriate initiatives for the various projects within the total development package.

It is currently contemplated that RCFI or a newly created business entity, will be granted authority, by the University of Louisiana Board of Supervisors through a long term ground lease, to develop the University property sites referenced in this solicitation. RCFI will in turn provide long term subleases to implement the development. Separate private ownership of improvements is possible.

IV. TIMELINE

RFP RELEASE DATE:	December 15, 2014
PROPOSER INQUIRY DEADLINE:	January 12, 2015
INQUIRY ANSWER DEADLINE:	January 19, 2015
RESPONSES TO RFP DUE:	February 25, 2015
SHORTLIST:	March 23, 2015
SITE VISITS:	Week of April 13, 2015
INTERVIEWS:	Week of April 20, 2015
PRESUMPTIVE SELECTION:	May 5, 2015
NEGOTIATIONS:	August 5, 2015

V. PROPOSAL SUBMISSION PROCEDURES

All anticipated development is subject to specific development standards found in the Master Plan. Respondents are, however, invited to propose any reasonable configuration that is appropriate for their proposed projects and approach.

Respondents are required to discuss economic feasibility, a plan of finance, and an execution plan for each component of the program, including success based returns to RCFI, as further detailed in the Submission Requirements below.

Respondents should review the campus Master Plan and consider how the development is anticipated to relate to the campus, in terms of patterns, materials, character, and pedestrian access between the park and the rest of the Districts.

Respondents should present a comprehensive approach based on the Master Plan and not pick only certain parts of the plan for their response.

The following procedures are mandatory. Proposals not conforming to the following variations, if any, may or may not be considered at the sole discretion of RCFI; and this procedure will apply equally to all prospective proposals.

A. Notice to Respondents

Each Respondent is solely responsible for the accuracy and completeness of his or her proposal. Errors and omissions may be grounds for rejection, or may be interpreted in favor of RCFI.

B. Prime Contractor Responsibilities

The selected Respondent will be required to assume responsibility for all items offered in his/her proposal whether or not he/she produces them. Further, RCFI will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from contract.

C. Proposal Inquiries

All inquiries concerning this RFP must be submitted no later than January 12, 2015 and in writing to:

Ragin' Cajun Facilities, Inc.
c/o Mr. Bill Crist
310 East Lewis Street
Lafayette, LA 70503
wjc4092@louisiana.edu

Inquiries must be submitted in writing, signed in the original ink by the Respondent or a representative of the Respondent, cross-referenced clearly to the relevant RFP section.

Answers to questions that change or substantially clarify the RFP will be made in writing and provided to all Respondents.

RCFI will do everything possible to assist Respondents in their efforts to gather all information available concerning this RFP, said information will be made available via the website.

RCFI may issue clarification notices listing questions received from the Respondents and the responses given by RCFI. RCFI will post a copy of any clarification notices on the University Master Plan Website and will email a notice of the clarification notices to each Respondent Contact. The Respondent is deemed to receive all clarification notices published on the University Master Plan Website.

RCFI's final answers to the questions posed under this Section shall in no event be deemed part of this RFP or any agreement and shall not be relevant in interpreting such documents except as they may clarify provisions otherwise considered ambiguous.

During the procurement process, commencing with issuance of this RFP and continuing until award of any definitive agreement(s) (or cancellation of the procurement), the following rules of contact shall apply to every employee, member or agent of any Respondent (including any such person or entity who has agreed or plans to join a Respondent):

- (i) Contact between the Respondents and RCFI (questions and responses to questions) shall only be through RCFI's and Respondents' designated representatives.

- (ii) The Respondent shall not contact stakeholder staff regarding this RFP or the requirements for any Project. Stakeholder staff includes employees of RCFI, the University or any of their contractors or consultants involved with the procurement, except for communications expressly permitted by this RFP.
- (iii) RCFI will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified herein.
- (iv) The foregoing restrictions shall not, however, preclude or restrict communications with regard to matters unrelated to this RFP.
- (v) RCFI may disqualify any Respondent engaging in prohibited communications at RCFI's sole discretion.

D. Requirements for Proposal Preparation

All responses must be submitted in accordance with the following procedures:

Eight (8) hard copies of the RFP response and one (1) PDF format on disc or memory stick, identified by "University of Louisiana at Lafayette Commons RFP" on the envelope, must be submitted to and received by Ragin' Cajun Facilities, Inc., c/o Bill Crist, 310 East Lewis Street, Lafayette, LA 70503. Hard copies of the response shall be no larger than 11 x 17 inches, and should be bound into a single package. Any oversized plans and drawings should easily fold into the response package.

The Respondent remains responsible for insuring that its Proposal is received at the time, date, place and office specified. RCFI and the University assume no responsibility for any Proposal not so received.

Proposals shall be received no later than February 25, 2015 at 4:00 p.m.

The date fixed for submission of proposals may be extended if, in the sole judgment of RCFI, it is warranted.

E. Changes and Withdrawals

Respondents may submit changes in writing, signed in original ink by the original proposal signatory, cross-referenced clearly to the relevant proposal section, prior or on the due date for responses to the RFP. Such changes must meet all requirements for the Proposal. Withdrawal notice must be in writing and received prior to February 25, 2015.

F. Conflict of Interest

Respondent certifies that no officer, owner or employee has a controlling interest in the designated business and who is also a faculty or staff employee of University of Louisiana at Lafayette. Respondent further certifies that respondent has no immediate family member of an employee of the University of Louisiana at Lafayette Division of Student Affairs or an immediate family member of a University of Louisiana at Lafayette official or employee involved with this project.

“Controlling interest” means any ownership in any legal entity of beneficial interest in a trust, held by or on behalf of an individual or member of his immediate family, either individually or collectively, which exceeds twenty-five percent of that legal entity.

“Immediate family” as the term relates to public servant means his children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.

VI. SUBMISSION REQUIREMENTS

The Proposal should be submitted using the following format:

Section 1: Executive Summary of Proposal (A summary letter that introduces your firm or development team, stating your specific interest in the University Commons District development, outlining your firm’s or team’s experience and qualifications, summarizing the approach you will be taking to develop the University Commons project. Include financial ability of your firm or team and include any and all fees, the legal structure, and outline of cash incentives to the University and a timeline).

Section 2: Table of Contents.

Section 3: Company and Team Member information including:

- A. Descriptions of each component partner of the proposing entity, including history, size, locations, markets or populations served, executive leadership, audited financials, and litigation history in the past 5 (five) years.
- B. Name, address, contact information and all relevant background information including experience on similar projects for project team members and roles and responsibilities of each team member, including architects, engineers, contractors, potential equity and debt partners, and others as appropriate. Also include the primary point of contact who can answer any questions posed by RCFI regarding aspects of the proposal.

Section 4: Services to be provided by project team.

Section 5: Following the guiding principles of the Master Plan, provide proposed detailed development concept broken into the following sections:

- A. Residential (Rental)
- B. Residential (For Sale)
- C. Retail
- D. Hotel
- E. Performing Arts Center
- F. Convention Center
- G. Parking
- H. Site / Infrastructure / Utilities

For each component:

- Provide information regarding design intent
- List the estimated budget
- List the timeline of development

Section 6: For each component above, list the plan of finance. Specifically, state sources of capital. For any requested public incentive, provide the amount of incentives required (specific sources are not required). In addition, please provide the following:

- A. Operating budgets for each component (as applicable, i.e. For Sale Residential would not require) and amounts of any required subsidy if any. Also include estimated debt service for each component. Clearly explain your assumed revenue streams to support debt service, operating budgets, revenue goals, and why you believe they are realistic.
- B. Provide three (3) examples of successfully financed projects of similar type and scale, and how they were specifically financed, listing sources and uses for each.
- C. Explain your long term plan and goals including specific exit strategies for each component. Provide examples of who you would envision as potential purchasers.

RFP: FOR MASTER DEVELOPER FOR "UNIVERSITY COMMONS DISTRICT"
UNIVERSITY OF LOUISIANA

Section 7: Project approach, including, but not limited to, organizational and legal structure(s) contemplated to execute development. The intended form and structure of any proposed partnership or joint venture showing structure and percentages of ownership.

Section 8: Management plan for project operations post-construction.

Section 9: Proposed fee structures and amounts covering all phases of potential development and operation, including any predevelopment services, any requested reimbursement and economic terms proposed for the ground lease.

Section 10: Any additional documentation or information evidencing the strength of the Respondent's team and its ability to complete its proposed project, such as any prior experience developing similar projects. Additional information Respondent deems pertinent to the project or an evaluation of its proposal.

Section 11: Provide detailed descriptions of additional projects completed in the past five (5) years of similar scope, size, character and project requirements that demonstrate the capacity and quality of performance of your firm or team. For each project include its location, size, cost, financing, team composition, current status and occupancy, and contact information for the owner or the responsible party. Site visits will be requested.

Section 12: Provide at least three (3) selected business references to individuals who have had a particularly strong working relationship with the developer on one or more specific projects and who would be capable of speaking broadly to the firm's approach and performance. Please provide full current contact information for these references and notify them that they may be contacted accordingly.

If selected, indicate whether Respondent is willing to pay for market studies or feasibility studies or update current market studies.

RCFI reserves the right to request additional information or clarify submitted information, to alter the procedures for selection, or to reject any and all proposals and to waive any informalities or irregularities in the procedure.

VII. RESERVATION OF RIGHTS

RCFI reserves all rights available to it by law in administering this RFP, including without limitation, the right, in its sole discretion, to:

- (i) Reject any or all Proposals at any time.
- (ii) Terminate evaluation of any or all Proposals at any time.
- (iii) Suspend, discontinue and/or terminate Development Agreement negotiations with any Respondent at any time prior to the actual authorized execution of such agreement by all parties and engage in negotiations with other than the highest ranked Respondent.
- (iv) Select for negotiations the same Respondent and/or one or more different Respondents for one or more portions of the Project, or elect not to commence negotiations with any Respondent.
- (v) Negotiate with a Respondent without being bound by any provision in its Proposal.
- (vi) Accept and review a nonconforming Proposal.
- (vii) Request or obtain clarifications, revisions or additional information from any source about any Proposals.
- (viii) Issue addenda to and/or cancel this RFP.
- (ix) Issue a new request for Proposals.
- (x) Decline to financially participate in a proposed Project.
- (xi) Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a Proposal and minor or technical violations of this RFP or the University or RCFI policy.
- (xii) Offer a Respondent the opportunity to cure its failure to meet required financial qualifications by providing a guaranty (or guaranties) of the Development Agreement or other agreement by a third party.

RCFI will use reasonable efforts to insure that all information it furnishes is reasonably accurate, but RCFI does not guarantee its accuracy and the Respondent agrees that RCFI cannot be held liable for inaccuracies. Any and all information RCFI makes available to Respondents shall be as a convenience to the Respondent and without representation or warranty of any kind.

With respect to prior studies that may become available to Respondents, RCFI makes no representations, explicit or implicit, as to the accuracy of their findings and conclusions.

RCFI will not be liable for any error in the proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: RCFI reserves the right to make corrections or clarifications due to patent errors identified in proposals by RCFI or the Respondent. RCFI, at its option, has the right to request clarification or additional information from the Respondent.

RFP: FOR MASTER DEVELOPER FOR "UNIVERSITY COMMONS DISTRICT"
UNIVERSITY OF LOUISIANA

Issuance of this RFP in no way constitutes a commitment by RCFI to award a contract. RCFI may reject, or require the supplementation of, a Proposal if the Respondent has not provided all information required in the disclosure form or if any information provided is not accurate, current or truthful. The failure or refusal of any Respondent to properly execute, fully complete, or accurately report any information required by the required disclosure shall be sufficient grounds for rejection of the Proposal.

All materials (paper content only) submitted in response to this request becomes the property of RCFI. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by RCFI and not returned to proposers. Any copyrighted materials in the response are not transferrable to RCFI.

Under no circumstances shall RCFI be liable as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through any act on the part of RCFI, the University or their respective officers, employees, contractors or consultants.

In no event shall RCFI be bound by, or liable for, any obligations with respect to a Project until such time (if at all) as a definitive agreement, in form and substance satisfactory to RCFI, has been executed and authorized by RCFI, and then, only to the extent set forth therein.

Costs associated with developing the proposal, preparing for oral presentations and any other expenses incurred by the Respondent in responding to the RFP are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by RCFI. RCFI is also not liable for paying any preconstruction costs including design fees for the winning proposer.

Following receipt of the Proposals, RCFI may issue a press release identifying the major participants of the Respondent, the Project(s) which are the subject of the Proposals and a brief summary of the Proposals, based on the Executive Summaries.

Each Respondent, by submitting a Proposal, thereby accepts all risk of adverse public notice, damages, financial loss, criticism or embarrassment that may result from any disclosure or publication of any material or information required or requested by RCFI in connection with the Respondent's submission of a Proposal. In submitting a Proposal, the Respondent expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against RCFI, the University and their respective officers and employees, for any damages that may arise therefrom.

RCFI is subject to certain portions of the Louisiana "Public Records Law", which generally requires disclosure of certain public records upon request. RCFI is required to comply with requests for disclosure made pursuant to the Public Records Law, unless a statutory exemption from disclosure is available. RCFI may not maintain the confidentiality of confidential information, to the extent RCFI is required to disclose such confidential information pursuant to the Public Records Law. RCFI and the University will not be liable for disclosure or release of information when authorized or required by law or court order to be disclosed or released.

RCFI may reject any Proposal not in compliance with all prescribed procedures and requirements and other applicable laws.

Any taxes, other than state and local sales and use taxes, from which RCFI is exempt, shall be assumed to be included with the Respondent's cost.

All proposals shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its proposal response. However, RCFI reserves the right to reject a proposal if the Respondent's acceptance period is unacceptable and the Respondent is unwilling to extend the validity of its proposal.

If for any reason the Respondent whose proposal is most responsive to the University's needs, does not agree to a contract, that proposal shall be rejected and RCFI may negotiate with the next most responsive Respondent. Negotiation may include revision of non-mandatory terms, conditions and requirements.

All Proposals shall be signed only by a corporate representative with signature authority for the corporation.

VIII. EVALUATION AND AWARD

A. Responsiveness

The Respondent shall submit a Proposal that provides all the information required by this RFP, in the required format and on any required forms. If the Proposal does not substantially comply with the instructions and requirements contained in this RFP, RCFI may determine it to be non-responsive and disqualified.

B. Additional Information

In addition to the disclosure requirements required to be in the Proposal, RCFI may impose, either before or after the submission of a Proposal, any other special disclosure requirements RCFI determines to be reasonably necessary to evaluate the expertise, experience, financial backing, integrity, ownership and control of any Respondent. If RCFI does not timely receive the requested information, the Respondent's evaluation and ranking may be adversely affected and/or the Proposal may be declared non-responsive.

C. Interviews

RCFI may request interviews with one or more Respondents for the purpose of understanding and clarifying their Proposals, on the interview date set forth under Section IV-Timeline. Appropriate representatives of Respondent's project team shall attend the interview. The Proposal may receive a lower evaluation if the persons attending the interview do not exhibit a comprehensive understanding of the Project and the Proposal. RCFI will inform any such Respondents of the schedule and format for any interviews following receipt of the Proposals.

D. Proposal Evaluation

An evaluation team will assess all Proposals. RCFI will determine the selection of the proposals based on this evaluation. The Proposal deemed most advantageous to RCFI and the University will be selected based on an evaluation of the totality of the circumstances as RCFI determines in its sole discretion are appropriate. Factors that may be considered include, but are not necessary limited to, cost and any one or more of the following factors:

Needs and Expectations

1. Compliance with RFP requirements and specifications;
2. Design and overall land use;
3. Adherence to the Master Plan;
4. Financial benefit to RCFI or a for-profit subsidiary and the University;
5. Ability to minimize the amount of, or eliminate the necessity for, subsidy or investment needed for the project development;
6. Development Schedule; and
7. Feasibility and approach to the overall development plan.

Experience and Qualifications

1. Adequate financial resources / demonstrated ability to successfully finance the type and scale of project;
2. Successful development projects of similar nature;
3. Experience and expertise in such projects exhibited by the project team; and
4. Positive recommendations from former clients.

Other

1. Respondent must be able to comply with the requirements of the RFP, to the extent that the services meet RCFI and the University needs;
2. Any other relevant factor that a private business would consider while selecting a Proposal; and
3. Respondents utilizing State of Louisiana contractors will be given preference.

E. Competitive Negotiations

RCFI may authorize, at its option, competitive negotiations and revised Proposals with any or all Respondents who qualify to negotiate because RCFI determines, in its absolute discretion, that their Proposals fall within a competitive range as a means of ranking Proposals for the Project.

Competitive negotiations may include, but not be limited to: (a) informing the select Respondents of deficiencies or weaknesses in their Proposals; (b) notifying select Respondents of parts of their Proposals for which RCFI would like additional information; and (c) otherwise allowing select Respondents to develop revised Proposals that will permit RCFI to obtain the best Proposal based on the requirements and evaluation criteria set forth in this RFP.

F. Negotiations

Upon conclusion of the evaluation process and all necessary and appropriate approvals by governing authority, RCFI, in its sole discretion, may attempt to negotiate a Development Agreement for any Proposal selected for the purpose of determining the final terms and conditions of a Development Agreement. This may result in negotiations regarding one or more Projects, and with more than one Respondent for each Project, or may not result in any negotiations. If RCFI elects to pursue more than one Proposal, RCFI may, in its sole discretion, proceed, in whole or in part, sequentially (in any order) or concurrently.

Negotiations could address any matters allowed and deemed advisable by RCFI. RCFI, in its sole discretion, may suspend, discontinue, terminate, re-continue and/or begin new Development Agreement negotiations with any Respondent for a Project at any time prior to execution of a Development Agreement by all parties for that Project.