

REQUEST FOR PROPOSALS
FOR
Project Advisor Services

FOR
University Lakes Project
Baton Rouge, La

Issued By:

University Lakes LLC, a single-member entity created and controlled by

LSU Real Estate and Facilities Foundation (“REFF”)

A Supporting Organization of LSU Foundation
(A LOUISIANA NON-PROFIT CORPORATION)

SECTION I PROJECT DEFINITION

1. INVITATION

University Lakes LLC (UL), a special purpose entity created for this Project by **LSU Real Estate and Facilities Foundation (REFF)**, a Louisiana nonprofit corporation supporting LSU and the LSU Foundation, is issuing this Request for Proposals (“RFP”) for qualified firms to serve as Project Advisor (“**Project Advisor**”) to assist with implementation of the Master Plan for the six lakes surrounding LSU’s campus, including providing financial analysis, soliciting and selecting a design firm, contractor, and other vendors to design and construct dredging and improvements to the lakes, and assisting with compliance of restrictions attached to various funding sources anticipated to be used to fund the Project. The general scope of services to be provided by the Project Advisor (“**Scope of Services**”) to UL is described below. UL seeks to receive responses to this RFP from qualified respondents (“Proposers”) as described below.

2. PROJECT SCOPE

A. General Background

The Project involves the implementation of the Master Plan for revitalization of the University Lakes System, which is comprised of six lakes (four owned by LSU and two owned by the City of Baton Rouge). The lakes are a vital part of the Baton Rouge and the LSU communities, used by wildlife, migratory birds, and people for multiple purposes. The lakes were created from swamp land donated to the city and to LSU almost 100 years ago. They are currently in poor and declining health. They need to be dredged and excavated, and new improvements need to be constructed in and adjacent to the lakes to promote better drainage and flood prevention, make them more desirable to migratory birds and other wildlife, to enhance the lakes as a source of health and recreational activities, and to enhance safety by improving vehicular and pedestrian pathways. The Master Plan for the lakes is available at: <https://www.braf.org/br-raf-research/2016/2/29/br-lakes-master-plan>

REFF has or will shortly enter into a Memorandum of Understanding with several public and private entities which are expected to provide funding or other resources for the Project (the “Lakes MOU,” a link to which is provided in Schedule A). Each source of funding will be subject to different laws, rules, and other restrictions governing how and for what purposes those funds must be used. To facilitate the Project, REFF has created UL and a Project Management Committee (“PMC” or “Committee”) composed of the entities expected to provide funding and other stakeholders.

UL expects that it will enter into multiple cooperative endeavor agreements (CEAs) for different phases of the Project with some or all of the funding entities. Those CEAs will provide specific mechanisms for funding allocation, selection of Project participants, compliance functions, auditing rights, and similar provisions. Collectively, these CEAs will provide for the design of specific architectural and engineering plans to implement the Master Plan and the construction of that design. Throughout, all designers, contractors, and other vendors participating in the Project will be selected through competitive processes.

B. UL Obligations to the Lakes Project

As contemplated by the Lakes MOU, UL will be the party responsible for the following. UL will rely heavily on the Project Adviser to fulfill these obligations, other than the obligation to select the Project Adviser.

1. Designing and conducting a competitive process for selection of the Project Advisor, the Designer, Contractor, and other vendors to the Project as necessary to comply with applicable rules and regulations, including those identified in the Lakes MOU and, most importantly, to meet the needs and goals of the Project, in particular design and construction of the Work for the Project within the available budget, within an expeditious schedule, and with the minimum disruption to the adjacent communities as is feasible for a Project of this magnitude;
2. Assisting the Project stakeholders to understand the engineering and design challenges facing the Project, so that they may help guide the design process to accomplish the Project objectives within the available budget, within an expeditious schedule, and with the minimum disruption to the adjacent communities as is feasible for a Project of this magnitude;
3. Drafting the various CEAs, as well as any grant applications or other agreements required to fund the Project;
4. Contracting with the Designer, Contractor, and others to perform the Project;
5. Preparing an analysis of the available funding sources expected to be used for the Project and the laws, rules, and restrictions applicable to each funding source, and making recommendations for proper allocation of funding sources to project components, or of project components to funding sources;
6. Analyzing the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Project;
7. Providing limited support to the various funding entities to obtain approvals from their governing bodies as needed;
8. Monitoring construction of the improvements to ensure they are consistent with the construction contract;
9. Determining, and including within the various CEAs and other agreements, the appropriate methodology of allocating Project costs to each source of funding to ensure that all costs are billed only once for the Project and are being used in compliance with applicable laws, rules, and restrictions on each funding source.
10. Reviewing invoices submitted by the Designer, Contractor, and other vendors providing goods or services for the Project.
11. Preparing invoices to the various funding sources in compliance with the laws, rules, and regulations applicable to each source, detailing how those funds were spent, how the expenditures benefited the goals and met the requirements of each source, and providing the underlying documents to support the expenses as required by each funding source.

B. Required Expertise for the Project Advisor

UL expects to rely on the Project Advisor to meet each of these responsibilities, with assistance from legal counsel to UL who will be engaged separately. UL expects that the Project Advisor will need to provide substantial expertise and assistance in the following areas, in addition to general project management capabilities (“**Required Expertise**”):

1. Understanding the engineering and design challenges facing the Project in order to assist UL and the other Project team members, as owners’ representative, to guide the design process to accomplish the Project objectives within the available budget, within an expeditious schedule, and with the minimum disruption to the adjacent communities as is feasible for a Project of this magnitude;

2. Understanding the laws, rules, regulations, and other restrictions placed on each of the funding sources;
3. Understanding the precise mechanisms which will be required by each funding source to actually obtain such funds (for example, many of the funding sources will provide funding only on a reimbursement basis);
4. Allocating costs for the Project to specific funding sources based on the specific nature of different components of the work, the restrictions applicable to that funding source, the goals and objectives sought by the party responsible for that funding source, while ensuring that no costs of the Project are “double-billed” to multiple funding sources;
5. General project management, including decision support, public relations, maintaining minutes of meetings, etc., and
6. Managing the cash-flow risks to UL to ensure that all invoices can be timely paid while providing a high level of confidence that UL will ultimately recoup 100% of the costs of the Project.

C. Project Advisor Scope of Services

The Project Advisor’s services will be provided in multiple phases. Prior to each phase, UL and the Project Advisor will execute task orders or similar documents to provide additional detail about the scope of work and costs prior to beginning work for each Phase. The scope of services includes the following to assist UL with its responsibilities for the Project as outlined above.

Phase I – Designer Selection

In Phase 1, the Project Advisor will assist UL to:

1. Prepare and conduct a competitive process to select and engage the services of a Designer for the Project; the process should:
 - a. Be compliant with the provisions of the Lakes MOU;
 - b. Ensure the selection of a Designer who is capable of designing the Work to be done for the Project that can be accomplished within the available budget, within an expeditious schedule, and with the minimum disruption to the adjacent communities as is feasible for a Project of this magnitude;
2. Analyze the engineering, design, and construction challenges that will face the Project to assist with planning, scheduling, and budgeting for the Project, as well as to assist with developing the competitive selection process for the Designer;
3. Analyze the available funding sources expected to be used for the Design phase of the Project and the laws, rules, and restrictions applicable to each funding source;
4. Analyze the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the Design phase of the Project;
5. Analyze the cash flow needs for the Design and Contractor Selection phase and recommend approaches, including bridge financing, to ensure that UL will be able to timely pay all invoices submitted by and properly payable to the Designer and other vendors expected to provide goods or services during that phase;
6. Working closely with legal counsel provided by UL and/or LSU, prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer;
7. Provide limited support to each member of the Project Management Committee to prepare submissions to each member’s governing body required to obtain funding and approvals to proceed;
8. Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the Designer;

9. Negotiate a contract between UL and the selected Designer;
10. Ensure compliance with and support for the equal opportunity, diversity, and inclusion requirements and goals for the Project as described in the MOU; and
11. Provide general support to UL and the Committee for public communications, management of Committee meetings, decision support, and stakeholder engagement for all aspects of the above.

Phase 2 – Design and Contractor Selection

In Phase 2, the Project Advisor will assist UL to:

1. Engage with stakeholders and affected members of the public in support of the design process;
2. Provide engineering, design, and analytical support to UL and the Project Management Committee, as owners' representative, to: (i) enhance their ability to fully participate in the design process to ensure that it adheres to the vision of the Lakes Master Plan, (ii) ensure data-driven decisions, and (iii) fully explore the risks and benefits associated with different design and engineering decisions;
3. Review and process for payment of invoices submitted by the Designer and other vendors providing goods or services to UL during this phase, including preparing accounting and documentation as needed to comply with the CEA governing funding of this phase;
4. Analyze the available funding sources expected to be used for the construction phase of the Project and the laws, rules, and restrictions applicable to each funding source;
5. Analyze the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions to move forward with the construction phase of the Project;
6. Analyze the cash flow needs for the Construction phase and recommend approaches, including bridge financing, to ensure that UL will be able to timely pay all invoices submitted by and properly payable to the Designer, Contractor, and other vendors expected to provide goods or services during that phase;
7. Working closely with legal counsel provided by UL and/or LSU, prepare a Cooperative Endeavor Agreement to provide for funding the construction of the improvements and work for the Project (the "Work");
8. Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed;
9. Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services of the construction of the Work;
10. Prepare and conduct a competitive process compliant with the provisions of the Lakes MOU to select and engage the services of a Contractor for the Project;
11. Negotiate a contract between UL and the selected Contractor;
12. Review and process for payment all invoices submitted by the Designer and other vendors providing goods or services to UL during this phase, including preparing accounting and documentation as needed to comply with the CEA governing funding of this phase;
13. Ensure compliance with and support for the equal opportunity, diversity, and inclusion requirements and goals for the Project as described in the MOU; and
14. Provide general support to UL and the Committee for public communications, management of Committee meetings, decision support, and stakeholder engagement for all aspects of the above.

Phase 3 – Construction

In Phase 3, the Project Advisor will assist UL to:

1. Continually review the work of the Contractor as it constructs the Work;

2. Ensure appropriate coordination between the Designer and the Contractor, and appropriate communication with the Project Management Committee and other Project stakeholders regarding construction issues and decisions that arise;
3. Review and process for payment all invoices submitted by the Designer, Contractor, and other vendors providing goods or services to UL during this phase, including preparing accounting and documentation as needed to comply with the CEA governing funding of this phase;
4. Ensure compliance with and support for the equal opportunity, diversity, and inclusion requirements and goals for the Project as described in the MOU; and
5. Provide general support to UL and the Committee for public communications, management of Committee meetings, decision support, and stakeholder engagement for all aspects of the above.

Note on Phasing

UL continues to work with the Committee and other Project stakeholders to more precisely define each phase of the Project, and some variations and changes from that outlined above are expected. For example, the Committee may choose to pursue a Construction Manager at Risk or Design-Build approach, if permissible under the law, rules, and restrictions governing the various funding sources, which would result in the selection of a Contractor as part of the Design phase and could result in an additional CEA, or an amendment to the Designer CEA being required.

Expected Schedule

UL hopes to engage the Designer by late March, 2020, so that some design work can be done prior to the completion of the annual session of the Louisiana legislature. The state will be including funding for this Project in the capital outlay budget proposed to the legislature, and UL desires to have the Designer engaged in sufficient time that it can provide design work that will provide support for the Project as part of the capital outlay appropriations process.

3. CONDITIONS

- A. UL is an Equal Opportunity Employer and is in full support of LSU's Diverse Supplier Initiative. Proposers are encouraged to utilize local small business participation to the extent possible through the pursuit of Certified Diverse Suppliers (Minority-Owned, Women-Owned, Veteran-Owned, Small, Emerging, or Disadvantaged Business) when selecting subcontractors, consultants, and other team members for the Project.
- B. All contracts involving UL and Proposer and/or third persons shall incorporate by reference and shall be in accordance with all Federal, State and Local laws, ordinances, rules, regulations and orders. Proposer shall be responsible for compliance with all Federal, State and Local laws, ordinances, rules, regulations and orders in the design and construction of the Project.
- C. Proposer shall maintain the following insurance, issued by a company or companies admitted doing business in the State of Louisiana, for the duration of this Agreement. Proposer shall provide UL with certificates of insurance evidencing compliance with this section, including evidence of renewal or replacement of insurance policies within 10 days after expiration or cancellation, and 30 days advance written notice of cancellation or reduction in limits of any policy of insurance required by this Agreement.
 - a. General Liability: \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000, on an occurrence basis and umbrella or excess coverage totaling \$5,000,000 with Developer, UL, and the Board of Supervisors of LSU as additional named insureds
 - b. Automobile Liability: \$1,000,000 combined single limit, on an occurrence basis

- c. Workers' Compensation and Employer's Liability: Workers' Compensation in amounts required by applicable law; Employer's Liability of \$1,000,000 for Bodily Injury by Accident and \$1,000,000 for Bodily Injury by Disease, on an occurrence basis
 - d. Professional Liability: \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000, on a claim made basis.
- D. All professionals named in the Proposal must be licensed in accordance with Louisiana Law, and shall personally carry out the job or directly supervise those who do. Any necessary substitution of professional personnel shall be one of equal or greater qualifications.
- E. To avoid any conflict of interest or the appearance of any conflict of interest in its connection with this RFP, Proposer must disclose any relationship that the Proposer, its parent or subsidiary, its current or former owners, officers, directors or employees or others affiliated with Proposer including anyone identified in the Proposal to perform any of the work or services, have or in the past have had, or are seeking, with: (1) current or former board members or employees, or their immediate family members, of any Party to the Lakes MOU; (2) any member of the Project Management Committee or their immediate family members; or (3) any other person who is or was significantly involved in the organization, preparation, or administration of this RFP or otherwise was in a position to significantly affect the RFP either through a decision-making capacity or through a review process.
- F. The provisions of Schedule A shall control if there is a conflict with any other provision of this RFP.

SECTION II RULES FOR PROCESS

1. PROPOSERS' QUESTIONS/CONTACT FOR INFORMATION

*Proposers' questions regarding this RFP shall be submitted by email. The deadline to submit Requests for Clarifications is no later than **2:00 PM CST on the date shown on Schedule A**. Questions shall be directed to:*

Attention: Vice President & General Counsel
LSU Foundation
REFFProjects@lsufoundation.org

Unless noted in Schedule A, no communications during the bid period by or with LSU, UL, or any employee, board member, director, or other agent of either of them, other than by written addenda to the RFP, shall have any effect or be binding on UL.

Unless noted in Schedule A, oral communications during the bid period with LSU, UL, any member of the Project Management Committee, or any employee, board member, director, or other agent of any of them regarding the Project are expressly prohibited and may be grounds for disqualification.

2. SCHEDULE FOR REQUEST FOR PROPOSALS

UL expects to adhere to the dates shown on Schedule A for undertaking the selection process. However, this timeline is subject to modification at the sole and absolute discretion of UL.

3. ADDENDA

UL may modify the RFP, prior to the date fixed for submission of the proposals, by issuance of an addendum to all parties who have been invited to respond to the RFP or have otherwise formally expressed an interest in responding to this RFP.

Any supplemental instructions, answers to written questions, or interpretations of the meaning of the RFP will be made in the form of a written addendum to the RFP which, if issued, will be emailed to all prospective Proposers who have been invited to respond to the RFP or have otherwise formally expressed an interest in responding to this RFP within a reasonable period prior to the Response Due Date, excluding Saturdays, Sundays, and any other legal holidays.

4. DELIVERY OF PROPOSALS

Proposals shall be submitted solely in PDF format by e-mail with the subject line "University Lakes Project Advisor" no later than 5:00 PM CST on the **Response Due Date** set forth in Schedule A at:

ADDRESS: Vice President & General Counsel
LSU Foundation
3796 Nicholson Drive

The date fixed for submission of responses may be extended if, in the sole judgment of UL, it is in the best interests of UL and the Project.

Preparation of responses shall be at Proposer's expense. Proposals must be complete in all respects as required by the preceding and following sections. To assure consideration, all responses must be signed by an individual who is authorized to bind the Proposer contractually. The name and title of the individual signing the response shall be typed immediately below the signature. An unsigned response will be rejected. All exhibits to the response to the RFP must be signed and returned with the response.

5. PROPOSAL CONTENT

Proposer shall provide documentation of the following topics in sufficient breadth and depth for LSU to make an informed comparison among the applicants. Proposers should provide information about its:

1. Organizational structure, ownership, general experience, and experience with similar projects of the firm(s)
2. Professional team and any consultants assigned to the Project. Include resumes, education, training, technical experience, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications that demonstrate that the assigned personnel have the qualifications and experience needed. Customer references should be provided for cited projects in the individual resumes.
3. Specific experience with projects of similar complexity of the firm or firms submitting the proposal
4. Specific experience with projects of similar complexity of the individual professionals proposed to be assigned to the project team.
5. **Pricing, to include a staffing proposal and rate schedule with identified reimbursable expenses.**
6. Status as a certified small entrepreneurship or a Certified Diverse Supplier.
7. Plan to make good faith efforts to subcontract with Certified Diverse Suppliers.

6. EVALUATION, PRESENTATIONS, and NEGOTIATIONS

A subcommittee consisting of one representative from UL and one representative from each governmental Party to the Lakes MOU will review the responses and propose an evaluation and scoring to the PMC. The PMC may, in its sole discretion based on its own review of the responses, modify any such recommended scoring and evaluation prior to making final scoring decisions. Based on that final scoring, the PMC may either: (1) recommend a contract award based solely on the written responses, (2) request additional written information from one or more Proposers, or (3) request in-person presentations from an identified short-list of Proposers. In the case of (2) or (3), the PMC will base its final recommendation on the scoring of the entirety of the written responses including any supplemental responses requested and any in-person presentations conducted.

UL may conduct more detailed pricing negotiations with one or more selected Proposers. UL reserves the right to award a time-and-materials contract, a fixed-price contract, or some other pricing mechanism mutually agreed by UL and the selected Proposer.

7. REJECTION

It is the policy of UL not to issue RFPs unless there is a bona fide intention to develop a shortlist of qualified firms. However, UL does reserve the right to reject any and all responses for any reason or no reason whatsoever and to waive informalities.

8. DISPOSITION OF RESPONSES

All materials submitted in response to this RFP: (1) will become the property of UL, (2) may, subsequent to the selection of a Proposer and the execution of a contract, be reviewed by any person, and (3) may be returned only at UL's option and at Proposer's expense. A copy of each response shall be retained for UL files.

9. PROPRIETARY DATA

A response may include data that the Proposer does not want disclosed to the public or used by UL for any purpose other than response evaluation. Proprietary data must be specifically identified as such on every page where it appears. It will be used by UL or its designated representatives, including staff and consultants, solely for the purpose of evaluating the response. Reasonable care will be exercised so that identified data will not be disclosed or used without Proposer's permission except to the extent provided in any resulting contract or the extent required by law. This restriction does not limit UL's right to use or disclose any data that are obtainable from another source without restriction.

LSU and UL will not be liable for the accidental disclosure of any proprietary data.

End of Request for Proposals

SCHEDULE A to UL RFP for University Lakes Project Advisor

Project Name: University Lakes Project Advisor

Special Provisions:

1. Interested Proposers will have an opportunity to discuss RFP content and project scope in a pre-proposal meeting as designated in the Selection Schedule timeline listed below. The pre-proposal meeting will be held by teleconference. To obtain the information necessary to join this call, send an e-mail as provided in section II.1 of the RFP.
2. Proposals should be based on a time-and-materials approach. As part of the Proposal, all proposed staffing should be assigned to one of the following categories, and an hourly rate provided for each. The hourly rate for each position shall be inclusive of the employee base hourly rate, direct labor cost, overhead rate, profit, and all other direct and indirect costs for all proposed team members other than travel costs, which will be reimbursed at state travel rates. Do not leave blanks or enter a zero for any rate. Do not fail to provide a rate for each title, and there shall be only one rate for each title. The cost proposal shall not reference how many team members under each category Respondent projects to provide; that information should be included only in the response to section 3 below.

Title	Hourly Rate
Engagement Partner	
Project Lead	
Senior Analyst	
Analyst	
Total	

3. Proposals shall also include a Proposed Budget for Phase 1 of the Services, based on an estimate of hours required for each proposed staff member, at the rates applicable for each staff member as described in #2 above.
4. For the information required as part of section 5.3 and 5.4 of the proposal, Proposers should focus on demonstrating experience with:
 - a. Engineering and budgeting challenges of complex works projects involving drainage, flood control, ground water quality, and wildlife habitat protection or restoration;
 - b. Compliance with laws, rules, and regulations governing expected funding sources for the Project, including: (i) Community Development Block Grants, (ii) NRDA, (iii) HUD/Watershed; and (iv) Louisiana Capital Outlay;
 - c. Complex project management with multiple public and private stakeholders.
5. Proposers shall NOT, as part of their proposals, select or designate any public relations firm to assist with the public relations services described in the Scope of Services. After the selection is made by UL, the selected Proposer shall be required to engage, subject to approval by UL, one or more qualified public relations firms to perform those services as a subcontractor to the selected Proposer. The Proposed Budget for Phase 1 shall include projected costs for the public relations services based on Proposer’s general knowledge of rates and requirements for such services in the Baton Rouge area.

6. Proposals will be scored:
 - 20 points Specific comparable engineering experience of the firm
 - 20 points Specific comparable compliance & general project management experience of the firm
 - 20 points Specific comparable engineering experience of the assigned personnel
 - 20 points Specific comparable compliance & project management experience of the personnel
 - 10 points Diverse supplier initiative (Emerging Business, Minority owned Business, Small Business, Woman Owned Business, Veteran Initiative, Small Entrepreneurship, Disadvantaged Business Enterprise)
 - 10 points Staffing and fee proposal
7. Additional information about the University Lakes Project may be found here:
 - a. Master Plan for the Lakes: <https://www.braf.org/braf-research/2016/2/29/br-lakes-master-plan>
 - b. Lakes MOU: Isufoundation.org/reffprojects

Selection Schedule:

<i>Issuance of RFP:</i>	Dec. 9, 2019
Pre-Proposal Teleconference:	Dec. 16, 2019
<i>Deadline for Requests for Clarification:</i>	Dec. 18, 2019
<i>Response to Requests for Clarification:</i>	Dec. 20, 2019
Proposal Due Date:	Jan. 3, 2020
<i>Presentations, if applicable:</i>	Week of Jan. 6 or Jan. 13