REQUEST FOR PROPOSALS

Public-Private Partnership for Student Housing

Located in:

Knoxville, Knox County, Tennessee

RFP TRANSACTION NUMBER:

22-12-001

UNIVERSITY OF TENNESSEE

December 14, 2022
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1. INTRODUCTION

1.1. Statement of Procurement Purpose

The University of Tennessee (“the University System”) is seeking proposals from qualified developers to deliver transformative multi-use student housing facilities on multiple sites on the campus of the University of Tennessee, Knoxville (“the University, “UT Knoxville,” or “UTK”). Through this Request for Proposals (“RFP”), the University seeks to engage a Developer to design, build, finance, operate, and maintain each development in a manner that provides the greatest benefit to the University, which may vary across the different sites.

The University is focused on both the strategic and financial benefits of these projects, which will be described in more detail later in this RFP. The facilities will enable the UTK to meet an acute need for on-campus student housing and position the University for future growth, while supporting UTK’s vision for the student experience. At the same time, UTK and the University System seek to transfer appropriate development and operating risks while participating in project net revenues. Projects will be delivered through a ground lease structure. Accordingly, the University is issuing this RFP in order to solicit responses from best-in-class Developers to enter into an innovative public-private partnership with the University to deliver these critical assets.

This RFP will further define the University’s lease parameters, detail proposal requirements, and outline the University’s process for evaluating proposals and selecting a Developer to enter into a partnership with the University System and UT Knoxville.

The RFP will include two phases. Initially, Developers may submit proposals with their experience, financial capability, and project approach (including proposed program, site plan, schedule, and operating and financial plan). Following evaluation of proposals, the University will down-select to no more than three finalists for negotiations, leading to the submission of a Best-and-Final Offer (“BAFO”). The University will issue an Intent to Award to the best-evaluated Developer, which will proceed into advanced negotiations with the University System and UTK. UTK is completing a Housing Master Plan concurrent with the initial phases of this solicitation, and additional materials may be provided as appropriate through addenda to this RFP.

As an agency of the State of Tennessee, there are certain terms and conditions The University of Tennessee cannot legally accept. Proposals including or referencing terms and conditions other than those referenced by the university in this RFP may be rejected.

1.2. University of Tennessee System

The University of Tennessee System is comprised of campuses at Knoxville, Chattanooga, Pulaski, Martin, and the Health Science Center at Memphis. Overseen by a 12-member Board of Trustees, the University System’s Strategic Plan looks to build on current successes and ensure continuous
improvement in service to the citizens of Tennessee. More about the University System and its strategic plan can be found at this link: https://plan.tennessee.edu/

The University System’s Department of Capital Projects supports each campus with the administration of their capital improvement programs and coordinates campus real estate transactions through its Office of Real Property and Space Administration.

1.3. University of Tennessee, Knoxville

UT Knoxville is the flagship public university for the state of Tennessee and the largest campus of the University System. Among the top 50 public universities in the US, UT Knoxville is a premier research institution with partnerships that drive national innovation, such as the University of Tennessee Space Institute and Oak Ridge National Laboratory. UTK grew its research and development expenditures by a dramatic 75% between 2016 and 2020, and has an economic impact of more than $1.7 billion in Tennessee alone.

UT Knoxville prides itself on its engaging and impactful campus life, with a mission to create a transformative “Volunteer Experience” where all students have opportunities to learn, lead, and serve. Top-tier housing, dining, student union, and recreation facilities contribute to a dynamic on-campus experience, and UTK supports over 500 student organizations.

The Volunteer Experience also includes high-profile Division I athletics. As a member of the Southeastern Conference (SEC), UTK student-athletes compete at the highest levels of their chosen sports and strive for championships. UTK endeavors to provide an unrivalled student-athlete, fan, and visitor experience.


1.4. Development Advisor

The University System and UT Knoxville have engaged Brailsford & Dunlavey, Inc. (B&D) to serve as the Development Advisor for this initiative. B&D is a national advisory and program management firm dedicated to serving educational institutions, public agencies, professional sports organizations, and non-profit clients.

1.5. Project Descriptions and Strategic Value

The University seeks to deliver approximately 1,250 semi-suite beds in the campus core targeting freshmen and sophomores (“Campus Core Project”). The Campus Core Project is the first phase of a broader modernization strategy for a significant portion of UTK’s housing inventory that is approaching or is beyond its expected useful life. The Campus Core Project will enable the University to pursue a series of renovations and demolitions of older housing facilities, while expanding housing capacity in alignment with enrollment growth over time. The University anticipates one or more subsequent solicitations for this modernization effort.
The Campus Core Project will be constructed on two sites adjacent to existing housing assets, shown below:

*Figure 1. Campus Core Project Sites*

The Caledonia Ave. Site comprises 2.54 acres of existing surface parking, bounded to the north by Terrace Avenue and to the south by Caledonia Avenue, with its northwestern corner at the intersection of Terrace Avenue and Mountcastle Street SW. The Andy Holt Ave. Site comprises 1.53 acres of temporary parking and greenspace, bounded to southeast by Andy Holt Avenue, to the northeast by 20th Street, to the northwest by the Goodfriend Tennis Center, and to the southwest by Dogwood and Magnolia Halls. The University anticipates that approximately 700 to 750 beds will be located on the Caledonia Ave. Site and approximately 500 to 550 beds will be located on the Andy Holt Ave. Site. The University desires for the first phase of the Campus Core Project to be delivered for Fall 2025.

UTK will retain ownership of the land, and the improvements on the Campus Core sites will be owned by a private partner through a ground lease. The University expects that such a ground
lease will include terms providing the University the option to purchase the improvements at a later date. UTK is interested in proposal teams who can design, build, and finance these assets, and then maintain them through a long-term partnership.

In addition to the Campus Core Project, the University requests that Developers consider and submit preliminary responses for a potential third site adjacent to Lindsey Nelson Stadium (“the Stadium Project”) shown below in Figure 2. The Stadium Project is contingent upon approval by the University System Board of Trustees of its inclusion in UTK’s Campus Master Plan update. Responses related to the Stadium Project should acknowledge that additional detail will be both provided and requested if the Stadium Project is ultimately included the Campus Master Plan.

*Figure 2. the Stadium Project Site*

As part of the Stadium Project, the University seeks to create a new development to anchor the campus precinct adjacent to Lindsey Nelson Stadium (the “Stadium Project”). Beyond the goal of expanding access to on-campus housing at UTK, the Project will begin to both re-define the southern campus edge and knit it back into the campus core to the north. The Stadium Project will comprise approximately 750 apartment beds, parking, and multi-purpose space. As with the Campus Core Project, the University would seek to partner on the Stadium Project for design, construction, financing, operations, and maintenance services through a long-term ground lease and a customized shared-services arrangement.
It is critically important for the Campus Core Project to deliver quality housing - consistent with the University’s design objectives as described in Section 3.2 and positively contributing the UTK’s campus aesthetics - at the lowest possible rental rates for UT Knoxville students. The University’s anticipated Campus Core rental rates are shown in Appendix A.

To that end, the University encourages developers to consider concepts that are highly efficient in terms of space per bed. Amenities should be highly targeted to build community and support UTK’s desired residential experience without creating an undue financial burden. Highly competitive rental rates will also be important for the Stadium Project, but UTK acknowledges that amenities and finishes in the Stadium Project may need to vary from the Campus Core Project given its target market. Rental rates for student occupants in the initial year of operation will be negotiated by the University and the Developer prior to execution of all agreements. The rate at which rents are permitted to be increased annually thereafter will also be negotiated by the University and the Developer as part of the selection process. All housing revenues from the Projects will cover operating expenses, debt service obligations, required reserves, and any required returns to the Developer and the University.

The strategic value of these initiatives is summarized below:

a. UT Knoxville seeks a partnership with a qualified Developer in a customized financial structure that best benefits the University.
   1. UTK and the University System will consider and evaluate multiple delivery methods for the development and ownership of the Project. The primary drivers for the University System’s interest in a public-private partnership are:
      a. The potential to meet UTK’s housing and student life goals while facilitating an optimal capital strategy and/or preserving institutional debt capacity
      b. Reducing development costs to promote affordability, and
      c. Expediting the construction timeline compared to traditional campus development.
   2. The Campus Core Project and the Stadium Project (collectively, “the Projects”) must not detract from the long-term financial health of the existing University Housing system.

b. The Projects should create iconic developments that seamlessly integrate with the UTK campus environment, enhancing the connection between the project sites and the rest of campus.
   1. The Project must accommodate institutional enrollment growth and unmet demand for the UTK on-campus residential experience.
   2. The Project must thoughtfully transform the stadium development site, creating a dynamic environment that supports the residential experience, enhances campus life, and is welcoming to fans and the Knoxville community.
3. UTK prioritizes the architectural design as an outward representation of the University brand. The Projects must integrate UTK’s welcoming residential campus feeling with an inspiring environment, while reinforcing key elements of UTK’s unique campus architecture. Campus Standard Design Objectives as highlighted in Section 3.2, should be considered in the development of work, however UTK anticipates that some building systems or interiors may deviate in order to accommodate economic value. These departures should be rationalized with supporting evidence.

c. Student housing delivered through a public-private partnership must meet the strategic goals of the University Housing system and expand access to on-campus housing.

1. The Campus Core Project will ensure continued access to UTK’s residential experience for first-year students and some sophomores as it grows and undertakes additional capital improvements. The Stadium Project will primarily seek to meet additional demand from upper-division students who wish to remain on campus after their first year.

2. New and returning students should be housed in developmentally appropriate units that provide spaces to support continued academic success and personal/social growth while reflecting a desire for greater independence.

3. Housing offerings should provide a compelling value proposition to highly-qualified students from a broad geographic area. While the University understands the need for the Projects to be financially successful, UTK’s institutional mission requires them to provide a financially-accessible education to all students. In support of these strategic objectives, UTK desires to maintain control over residential rental rates that can be charged for the Project by requiring approval of initial rates and subsequent increases sought by the Developer.

2. Existing Conditions

2.1. Enrollment

In 2016, UT Knoxville began to execute a strategic enrollment plan that immediately resulted in demand to be a student at UTK. The University has experienced robust enrollment growth, increasing its undergraduate population by more than 4,200 students and its graduate/professional population by more than 600 students since 2018. UTK’s growth remained resilient even through the initial years of the coronavirus pandemic, with record freshman classes enrolling in Fall 2020 and Fall 2021.
At the same time, UTK has radically increased its applicant pool, and grown its population of out-of-state students.
UTK’s recent enrollment growth has been the result of a strategic plan that calls for moderate year-on-year growth to increase its traditional, in-person population through 2030. The University’s actual enrollment through Fall 2022 has exceeded the target to meet goals for future years.

### Figure 6. UTK 10-Year Projected Enrollment

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<th>Year</th>
<th>Graduate</th>
<th>Undergraduate</th>
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</table>

2.2. University Housing System

The University Housing system is summarized in the chart below. UT Knoxville operates 8,274 on-campus beds in 14 residence halls. In order to meet demand for on-campus housing in the near term, it has procured a master lease off-campus for supplemental capacity of 107 beds in Fall 2021. All existing on-campus beds are owned by the University. UTK offers multiple unit types, in traditional/pod, semi-suite, full-suite, and apartment-style configurations.

University Housing requires all first-year undergraduates, with some exceptions, to live in on-campus housing. The remaining beds are filled by upper-division undergraduates, with only a handful of graduate/professional students living on campus. UTK does not offer designated graduate housing.
Freshman | 90% | 10%
Sophomore | 23% | 77%
Junior | 12% | 88%
Senior | 9% | 91%
Graduate Student/Other | 0% | 100%
Total Undergraduate | 31% | 69%
Total All Students | 26% | 74%

University Housing employs approximately 185 resident assistants (RAs), at a ratio of roughly 45 beds per RA. RAs are remunerated with a monthly stipend of $1,200 over 10 months (mid-July to mid-May), as well as a reduced rental rate. RAs rent a single-occupancy bed at a double-room rate. Developers should consider all beds as revenue-generating.

UTK’s housing inventory has historically maintained high occupancy rates. While occupancy was intentionally reduced in academic year 2020-21, housing vacancy rates have returned to their low pre-pandemic levels with high fall-to-spring retention. Given the University’s enrollment plans, University Housing does not have enough inventory to accommodate growth in first-year students without pushing ever-increasing numbers of upper-division students off-campus.

The University has completed demand and financial analyses to create a market-responsive housing program and confirm the feasibility of the Projects. These analyses indicated that current and projected demand exceeds UTK’s existing housing inventory.
<table>
<thead>
<tr>
<th>Residence Hall and Unit Types</th>
<th>Bed Capacity</th>
<th>Fall 2019 Semester Rate</th>
<th>Fall 2020 Semester Rate</th>
<th>Fall 2021 Semester Rate</th>
<th>Fall 2022 Semester Rate</th>
<th>Spring 2020 Semester Rate</th>
<th>Spring 2021 Semester Rate</th>
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<tr>
<td>RA</td>
<td>11</td>
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<td></td>
</tr>
<tr>
<td>Stokely</td>
<td>Full-Suite</td>
<td>666</td>
<td>93%</td>
<td>89%</td>
<td>87%</td>
<td>90%</td>
<td>91%</td>
<td>91%</td>
<td>91%</td>
</tr>
<tr>
<td>Quad Private</td>
<td>388</td>
<td>$4,790</td>
<td></td>
<td></td>
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<tr>
<td>Quad Shared</td>
<td>168</td>
<td>$4,585</td>
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<td></td>
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<tr>
<td>Triple Private</td>
<td>96</td>
<td>$4,895</td>
<td></td>
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<td></td>
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<td>RA</td>
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<td></td>
</tr>
<tr>
<td>Volunteer</td>
<td>Apartment</td>
<td>711</td>
<td>99%</td>
<td>90%</td>
<td>85%</td>
<td>83%</td>
<td>99%</td>
<td>96%</td>
<td></td>
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<tr>
<td>Quad Private</td>
<td>598</td>
<td>$4,350</td>
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<td></td>
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<tr>
<td>Double Private</td>
<td>78</td>
<td>$5,175</td>
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<tr>
<td>Triple Private/Private Bath</td>
<td>14</td>
<td>$5,175</td>
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<tr>
<td>Triple Private/Shared Bath</td>
<td>7</td>
<td>$4,560</td>
<td></td>
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<tr>
<td>Robinson</td>
<td>Pod</td>
<td>296</td>
<td>93%</td>
<td>88%</td>
<td>97%</td>
<td>96%</td>
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<td></td>
<td></td>
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<tr>
<td>Double Shared</td>
<td>286</td>
<td>$3,605</td>
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<td></td>
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<tr>
<td>Single</td>
<td>2</td>
<td>$4,945</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Aspen Heights (Master Lease)</td>
<td>Apartment</td>
<td>107</td>
<td>99%</td>
<td>92%</td>
<td>82%</td>
<td>82%</td>
<td>97%</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>Double Apartment</td>
<td>107</td>
<td>$5,330</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Totals</td>
<td>8,381</td>
<td>98%</td>
<td>92%</td>
<td>82%</td>
<td>82%</td>
<td>97%</td>
<td>95%</td>
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</tr>
</tbody>
</table>
2.3. **Lindsey Nelson Stadium**
Lindsey Nelson Stadium (LNS) is the home of University of Tennessee baseball. The ballpark currently includes seating for 4,283 spectators, but a planned renovation will enhance the stadium capacity to over 8,000. The stadium is planned to receive a range of improvements including a new club and suite level, expanded concourse, new restrooms, new concession experience, and grand entrances for the stadium.

2.4. **Parking and Roadway Improvements**
The Campus Core Project sites will displace approximately 310 parking spaces, as summarized below. It is not anticipated that the Project will re-route any of the streets adjacent to the project sites.

The Stadium Project site is currently bisected by Todd Helton Drive. The parcels to either side of Todd Helton Drive are dedicated to parking, as summarized below.

<table>
<thead>
<tr>
<th>Campus Core Project Sites</th>
<th>Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Commuter Lot N3</td>
<td>180</td>
</tr>
<tr>
<td>Staff Lot S12</td>
<td>80</td>
</tr>
<tr>
<td>Non-Commuter Lot N23</td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stadium Project Site</th>
<th>Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commuter Lot C1</td>
<td>86</td>
</tr>
<tr>
<td>Student Lot GF1</td>
<td>100</td>
</tr>
<tr>
<td>Todd Helton Street Parking C10</td>
<td>30</td>
</tr>
</tbody>
</table>

2.5. **Phasing and Construction Considerations**
UTK’s dense campus significantly limits the amount of construction staging and laydown area available on campus. The Developer should anticipate close coordination with the University to develop a construction logistics plan, with the potential requirement to provide staging area, storage, and parking for construction personnel off-site at its expense.

2.6. **Utilities and Infrastructure**
The Developer will be responsible for delivering the capacity for all utilities required to adequately service the Project. Below is a summary of some of the utilities expected for the Project. Refer to the Site Inventory Portfolio for surveys indicating underground utilities.
2.6.1. **Electrical**

Caledonia Ave Site – Connection should come from Vista Switch at the Northwest corner of Geier Hall to building transformer on project site.

Andy Holt Ave Site – Connection for the electrical on the Northeast corner of the project site. There is an existing transformer that can feed the building.

2.6.2. **Stormwater**

Caledonia Ave Site – After required mitigation is met, remaining stormwater can be directed off-site along Terrace Ave. The storm system is nearing capacity and will require careful evaluation.

Andy Holt Ave Site - After required mitigation is met, remaining stormwater can be directed off-site along Andy Holt Ave. The storm system is nearing capacity and will require careful evaluation.

2.6.3. **Water**

Caledonia Ave Site – Domestic water should come from loop across Caledonia Ave. at meter on the Northwest corner of Reese Hall site. The KUB main on Caledonia can be extended for Fire connection or can come from Terrace Ave or possibly come from same main as domestic.

Andy Holt Ave Site - Water connection is at the North East corner adjacent to the project site. Connection should be made to the 8” main in the access road around the dorms. The 8” main is a dorm loop owned and maintained by UTK Facilities Services. The fire main will need to be evaluated for connection to this loop or if it should be connected to a KUB main along Andy Holt. At the Southeast corner there is a connection stubbed out close to the fire hydrant (*tentative* - UTK working to confirm this connection).

2.6.4. **Chilled Water**

Caledonia Ave Site - should come from the Reese Chiller building or from a new regional plant.

Andy Holt Ave Site - There is not any capacity close by for this building to pull from. Thus it will need to explore options for chilled water.

2.6.5. **Steam**

Caledonia Ave Site - Steam line is across Caledonia behind Carrick Hall on the Northwest corner vault that feeds Reese Hall.

Andy Holt Ave Site - Steam is from main on Andy Holt across form project site.

2.6.6. **Sanitary**

Caledonia Ave Site - KUB main is along Terrace and Caledonia

Andy Holt Ave Site - Man hole in the Southwest corner of the project site. This is a private sewer manhole that flows to KUB manhole in Andy Holt Ave.

2.6.7. **Telecom/Data**

Information pending.

2.7. **Site Inventory Portfolio**

The Developer will be responsible for all site preparation, including, but not limited to, abatement, demolition, coordination, and utility delivery for the Projects. The University has
created a Site Inventory Portfolio within Appendix B to help Developers understand the existing site conditions. The Site Inventory Portfolio contains the following information:

a. Caledonia Site Utilities Map  
b. Andy Holt Site Utilities Map  
c. Andy Holt Site Overall Utility Plan  
d. Andy Holt Site Electric and Communications Plan  
e. Tree Survey (Found at this link: https://fs.utk.edu/facop/landscape/campus-tree-inventory/). Note only one tree was identified as desirable to save on the Campus Core Sites – Deodar Cedar located at the parking lot entry to Terrace Ave.)

The Developer is responsible for any survey work as necessary for the project. In 2022 the University updated maps to reflect current utility conditions around the Campus Core Sites. These maps will be made available to the Development Team.

Materials provided in the Site Inventory Portfolio are for the Developer’s use and convenience only; the selected Developer will be responsible for complying with all local, State and federal laws, rules, regulations, ordinances and requirements.

3. Development Program

3.1 Program Overview

3.1.4 Campus Core Project

The new housing in the Campus Core Project will provide sufficient swing space to prevent the loss of housing inventory during initial renovation or replacement projects while accounting for moderate enrollment growth. To the extent it impacts this solicitation, the University’s broader renovation and replacement strategy will be outlined in a Housing Master Plan update that will be provided to the finalist proposer at the completion of this solicitation process.

The Campus Core Project will accommodate primarily freshman and sophomore students. As a result, the Campus Core Project must include thoughtful amenities and adjacencies in order to provide developmentally appropriate social and academic support for residents. The University expects that the Campus Core Project will demonstrate the design tenets adopted by the Association of College and University Housing Officers – International (ACUHO-I) 21st Century Project focused on sustainability, flexibility, community, and technology (http://www.acuho-i.org/21stcentury). Residential buildings should clearly establish appropriately scaled residential communities.
Developers should optimize the density of beds on each site. Building designs must adequately respond to the scale and architectural style of buildings adjacent to these core campus sites. Buildings must also demonstrate a strategy for creating neighborhood-scaled communities through the design and programmatic components of these higher density buildings.

One (1) two-bedroom staff apartment should be included in the facilities on each of the Campus Core Project sites.

A. Residential Component Overview

a. Semi-Suite Unit Requirements

The Campus Core Project will comprise semi-suite units with approximately 90% of the beds provided in double-occupancy bedrooms, and the remaining 10% provided in single-occupancy bedrooms.

Semi-suite units will contain the following specific components, to be provided by the Developer:

1. The ultimate program and distribution of residential units will be determined by the Developer and the University through the design process and reconciliation with the Project’s financial pro forma.
2. Each semi-suite unit will consist of one (1) or two (2) bedrooms with one (1) or two (2) beds each with an in-unit bathroom.
3. At a minimum, each bathroom serving these units will include the following facilities:
   a. One (1) toilet room, lockable door in compliance with applicable fire codes
   b. One (1) shower room, lockable door
   c. Monolithic shower enclosure with shaving ledge included
   d. All fixtures to be low flow for water reduction
   e. A mirrored vanity with solid surface sink, electrical plugs, and concealed storage.
   f. Towel Bars will be provided in student rooms.
4. All suite-style units will be fully furnished by the Developer. Furnishings for residential units in the Project will be high-quality, and consistent with residential furnishings elsewhere on campus.
   a. Each unit will have:
      i. One (1) twin XL-sized bed per occupant
      ii. One (1) desk per bed
      iii. One (1) chair per desk
      iv. One (1) set of four drawers per bed
v. One (1) doorless closet per resident;
5. The Developer should include in its proposal a cost to fully furnish each room, to be paid by the Developer.
6. Each unit will have one (1) IT wire drop per bed;
7. Each window will include vinyl window blinds; blinds will be blackout-type where windows are adjacent to exterior site lighting;
8. Location and number of electrical outlets will be consistent with University standards and sufficient to handle typical residential student load (dedicated circuit for each side of room);
9. Provide cable television per campus standards
10. Low VOC finishes (semi-gloss paint on walls and flat paint on ceilings);
11. Windows and lighting (LED) will be consistent with University standards.
12. LVT flooring in bedrooms, and ceramic tile in wet areas with adequate floor drains;
13. Peepholes to be provided at entry doors for each student room;
14. All entry doors must be keyed with a University standard electronic-access door lock; and
15. All interior room signage to match university standards;

b. Residential Amenity and Support Spaces

In order to enhance marketability and promote a dynamic community atmosphere, UTK anticipates including non-residential space typical for a project of this type, scale, and price point that may include study rooms, lounges, lobby, meeting/collaboration rooms, fitness center, or other uses.

The Campus Core Project should include the following common space elements:

1. 600 SF of office space for professional staff and RAs
2. A secure lobby with inviting lounge areas that create a sense of arrival and identity within each building;
   a. One (1) 24-hour desk location within each building; staffed by University employees;
   b. Desk should face the entrance of building and serve as both a welcome desk and service desk for keys and information. All entrance points should be visible from this desk.
   c. Desk must accommodate two (2) staff members at front counter space;
   d. Desk must be wired for telephone, Ethernet, and be able to access wireless internet;
3. Study rooms capable of accommodating multiple co-curricular activities such as studying and residential life programming should be provided in all buildings and will be furnished by the Developer.
a. A minimum of one (1) small study room per 70 beds should be provided. Each small study room should be designed to seat up to 10 people.
b. A minimum of two (2) group study rooms per 350 beds. Each of these rooms should be designed to seat up to 20 people.
c. Data drops as designated in the University IT standards shall be provided for study rooms, along with proper blocking as needed

4. Each floor should have a lounge space that encourages students to interact with their peers and facilitates both programmed and organic activity. The lounge space will be furnished with institutional quality furniture, to be designed in collaboration with the University and approved by the University;

5. Each floor will have a 50 SF custodial closet with mop sink and storage shelving.

6. Each floor will have a water bottle filling station (non-filtered);

7. Public Bathrooms in common spaces must be ADA-compliant;

8. Public Bathrooms to contain low flow toilets, mirrored vanity with electrical plugs;

9. Public Bathrooms to be exhausted to the exterior of the building;

10. An ADA-compliant unisex bathroom is required in each first-floor common area space

11. Flooring should consist of carpet squares in hallways, hard / resilient flooring in common areas, and ceramic tile in wet areas and entrance;

12. Walls designed to attenuate sound between living areas and non-residential areas;

13. One or more laundry facilities should be provided within each building a.
   a. One washer/dryer pair will be provided by UTK’s laundry vendor for every 30-35 students with connections provided by the Developer. All revenues generated from laundry facilities will remain with the University and/or its laundry vendor
   b. Laundry rooms must have non-monitored security cameras according to University security standards;
   c. Stainless steel wash sink in laundry room, provided by the Developer

14. Room numbering to be approved by UTK;
   a. Numbering signage should include ADA-compliant grade 2 braille
   b. The compliant numbering system will be the standard for labeling all Fire Detection Addressable System components
   c. Room numbering on construction documents must be coordinated with the University;

15. Vending machines and connections are to be provided by the University, with all revenues remaining with UTK.

16. Power receptacles and data drops to be provided by Developer; and

17. All interior room signage to match University standards.
B. **Roadway and Parking Requirements**
   The Campus Core Project sites contain approximately 310 parking spaces reserved for on-campus residents. The Developer will make a capital contribution of $2,170,000, included in the Project budget, to enable UTK to replace these spaces elsewhere on- or off-campus. The University will be responsible for the operation and maintenance of all parking within the Project, and Developers should not assume permit revenues from parking on-site.

C. **Pedestrian Infrastructure Improvements**
   The Developer will be required to make critical infrastructure improvements to facilitate safe and convenient pedestrian access to and from other parts of campus for Campus Core Project residents and visitors. Developers should refer to the UTK Design and Construction Guidelines and the Campus Master Plan regarding additional specifications for pedestrian walkway improvements.

3.1.2 **Stadium Project**
   The Stadium Project will be located to the southwest of Lindsey Nelson Stadium on a site of up to 2.9 acres, shown in Figure 9.

*Figure 9. Stadium Site*
In addition to the residential component, the Stadium Project program is anticipated to include the construction of a baseball indoor infield practice facility and other University Space.

A. Residential Component Overview

The Stadium Project should target 750 single-occupancy apartment beds to be designed, built, financed, operated, and maintained by the Developer.

a. Apartment-Style Unit Requirements

Apartment-style units are expected to include the following key components to be provided by the Developer:

1. The ultimate program and distribution of residential units will be determined by the Developer and the University through the design process and reconciliation with the Project’s financial pro forma.
2. Each apartment-style unit will consist of two (2) bedrooms designed for double occupancy, two (2) bathrooms, one (1) small living room and one (1) kitchen.
3. At a minimum, each bathroom serving apartment-style units will include the following facilities:
   a. One (1) toilet,
   b. One (1) shower
   c. One (1) sink
   d. Monolithic shower enclosure with shaving ledge included
   e. All fixtures to be low flow for water reduction.
   f. A mirrored vanity with solid surface sink, electrical plugs, and concealed storage.
   g. Towel Bars
4. All apartment-style units should be fully furnished by the Developer. Furnishings for residential units in the Project will be high-quality, and consistent with residential furnishings elsewhere on campus.
   a. Each bedroom will have:
      i. One (1) twin XL-sized bed per occupant
      ii. One (1) desk per bed
      iii. One (1) chair per desk
      iv. One (1) set of four drawers per bed
      v. One (1) doorless closet per resident;
5. The Developer should include in its proposal a cost to fully furnish each room, to be paid by the Developer.
6. Each unit will have one (1) IT wire drop per bed;
7. Each window will include vinyl window blinds; blinds will be blackout-type where windows are adjacent to exterior site lighting;
8. Location and number of electrical outlets will be consistent with University standards and sufficient to handle typical residential student load (dedicated circuit for each side of room).

9. Low VOC finishes (semi-gloss paint on walls and flat paint on ceilings).

10. Windows and lighting (LED) will be consistent with University standards. Vandal proof screens will be installed on any operable window reachable from the ground level or breezeway.

11. LVT flooring in bedrooms, and ceramic tile in wet areas with adequate floor drains.

12. Peepholes to be provided at entry doors for each student room;

13. All entry doors must be keyed with a University standard electronic-access door lock

14. All interior room signage to match university standards.

15. One (1) full kitchen (to include a refrigerator, stove, sink, microwave, storage, solid-surface countertops, and range hood). University Housing will purchase each refrigerator, stove, and microwave, for which it will be reimbursed by the Developer. Kitchen appliances will be new, of mid-range quality, and from name-brand manufacturers such as Whirlpool and GE. Each kitchen must include a fire suppression system that satisfies fire code requirements.

b. Residential Amenity and Support Spaces

In order to enhance marketability and promote a dynamic community atmosphere, UTK anticipates including non-residential space typical for a project of this type, scale, and price point that may include study rooms, lounges, lobby, meeting/collaboration rooms, fitness center, or other uses.

The Stadium Project should include the following common space elements:

1. 600 SF of office space for professional staff and RAs
2. A secure lobby with inviting lounge areas that create a sense of arrival and identity within each building;
   a. One (1) 24-hour desk location within each building; staffed by University employees;
   b. Desk should face the entrance of building and serve as both a welcome desk and service desk for keys and information. All entrance points should be visible from this desk.
   c. Desk must accommodate two (2) staff members at front counter space;
   d. Desk must be wired for telephone, Ethernet, and be able to access wireless internet;
3. Study rooms capable of accommodating multiple co-curricular activities such as studying and programming should be provided in all buildings and will be furnished by the Developer.
   a. A minimum of one (1) small study room per 70 beds should be provided. Each small study room should be designed to seat up to 10 people.
   b. A minimum of two (2) group study rooms per 350 beds. Each of these rooms should be designed to seat up to 20 people.
   c. Data drops as designated in the University IT standards shall be provided for study rooms, along with proper blocking as needed
4. Each floor should have a lounge space that encourages students to interact with their peers and facilitates both programmed and organic activity. The lounge space will be furnished with institutional quality furniture, to be designed in collaboration with the University and approved by the University;
5. Each floor will have a 50 SF custodial closet with mop sink and storage shelving.
6. Each floor will have a water bottle filling station (non-filtered);
7. Public Bathrooms in common spaces must be ADA-compliant;
8. Public Bathrooms to contain low flow toilets, mirrored vanity with electrical plugs;
9. Public Bathrooms to be exhausted to the exterior of the building;
10. An ADA-compliant unisex bathroom is required in each first-floor common area space
11. Flooring should consist of carpet squares in hallways, hard / resilient flooring in common areas, and ceramic tile in wet areas and entrance;
12. Walls designed to attenuate sound between living areas and non-residential areas;
13. One or more laundry facilities should be provided within each building a.
   a. One washer/dryer pair will be provided by UTK’s laundry vendor for every 30-35 students with connections provided by the Developer. All revenues generated from laundry facilities will remain with the University and/or its laundry vendor
   b. Laundry rooms must have non-monitored security cameras according to University security standards;
   c. Stainless steel wash sink in laundry room, provided by the Developer
14. Room numbering to be approved by UTK;
   a. Numbering signage should include ADA-compliant grade 2 braille
   b. The compliant numbering system will be the standard for labeling all Fire Detection Addressable System components
   c. Room numbering on construction documents must be coordinated with the University;
15. Vending machines and connections are to be provided by the University, with all revenues remaining with UTK.
16. Power receptacles and data drops to be provided by Developer; and
17. All interior room signage to match University standards.

c. **University Space**
The Stadium Project will include a baseball indoor infield practice facility. The indoor practice space will be not less than 160’ x 180’, including 40’ high ceilings, and having no columns throughout this space. The Stadium Project also anticipates other types of University Space, such as student amenity or food service space. The program for this area has not been finalized and will be provided at a later date contingent on Master Plan approval. Developers should not assume any revenues associated with the University Space at this time.

d. **Roadway and Parking Requirements**
The Stadium site contains 216 parking spaces, which serve University Housing residents and the broader University community. The Developer will be responsible for replacing 200 spaces on site for University use. The University will be responsible for the operation and maintenance of all parking within the Project, and Developers should not assume permit revenues from parking on-site.

Depending on Master Plan approval for the site and the Developer’s proposed design, the Developer may be required to re-route Todd Helton Drive.

e. **Pedestrian Infrastructure Improvements**
The Developer will be required to make critical infrastructure improvements to facilitate safe and convenient pedestrian access to and from other parts of campus for Project residents and visitors. Developers should refer to the UTK Design and Construction Guidelines and the Campus Master Plan regarding additional specifications for pedestrian walkway improvements.

3.1.3 **Additional Considerations**

a. **Building Exterior**

1. Electronic access control (EAC) with card readers will be provided on all building entrance lobby doors consistent with University standards. Main entrance door shall be equipped with ADA-compliant automatic door operators and shall interface with EAC;
   a. Electronic access to residential portions of buildings will be restricted to only students who live in that building and authorized faculty and staff.
b. If amenities open to all residents are offered on the first floor of a building, then access control must be included within the common areas of the building so only residents of that building have access to all floors within the building.

c. Access card system will be hard wired with battery backup and appropriate connection to generators to ensure access and tracking during power outages.

d. Door sensors will be installed at all EAC locations to alarm if doors are held open.

2. Cameras at building entrance points, elevators, service desks, and within public areas to include laundry rooms, study areas, and multipurpose rooms on the first floor;

3. Closed-circuit television systems with network video recording and monitoring, according to current campus standards;

4. Exterior lighting to provide a minimum of two foot-candles across the site and five foot-candles near exterior entrances;

5. Trash disposal and recycling in a convenient exterior location for student and staff use designed in a way that does not detract from landscape architecture;
   a. Selected location for trash disposal should consider pick-up logistics and minimizing noise disturbance for living units;
   b. Dumpsters should not be visible from public streets or courtyards;

6. Exterior bicycle storage consistent with University standards;

7. Exterior benches, trash cans, bollards, tables and recycling containers consistent with University standards (see Section 3.2);

8. Design of emergency vehicle access and security access/maintenance access must meet University standards and applicable code requirements;

9. Design of vehicular access points to ease flow of residential move-in and move-out processes;

10. Clear signage on building exteriors, as well as wayfinding throughout the building(s) and surrounding grounds; and

11. Grounds, pedestrian pathways and landscaping design consistent with design standards provide in Section 3.2.

b. Building Systems Requirements

1. Each building will have one (1) 300 SF minimum general storage room (Support Services);

2. Each building will have one (1) 150 SF minimum maintenance storage room (Maintenance);

3. Each building will have one (1) 150 SF minimum housekeeping storage room (House Keeping);
4. One (1) housekeeping office per 900 beds (with restroom, sink, and wiring for refrigerator and microwave). Total number and location of storage areas and custodial operations offices to serve the project will be determined by the Developer in consultation with the University and University Housing.
5. Access to flat roofs from the interior to allow for repairs and cleaning;
6. Energy recovery units to allow for humidity control;
7. Each building will have a domestic hot water recirculating system;
8. 24-hour / 7-day emergency elevator response service;
9. Fire alarm and detection system according to current campus standards and code requirements;
10. Concealed fire sprinkler heads in all locations;
11. Water risers must be equipped with isolation valves to minimize impacts of water outages;
12. Overhead LED light fixture(s) in each bedroom and living room within student units;
13. Windows within student rooms will not be operable;
14. All buildings will be designed according to the University’ Office of Information Technology (“OIT”) standards (See Section 3.2).
   a. All buildings must support wireless routers, hubs and equipment rooms. The wiring must conform to University OIT standards.
   b. Each residence room and common space rooms will be wired for a wireless router/hub to be installed by University OIT.
   c. Each of the common spaces will have a data drop capable of supporting Voice over Internet Protocol (VOIP) phone devices.
   d. Wireless Internet throughout the building(s) with adequate capacity for multiple devices per resident, including outdoor space;
   e. Data drops to accommodate VoIP and wireless internet access in all offices and shared / public spaces
   f. Hall office should be the space where the building fire alarm system is located per campus Housing standard
15. The University expects cell phone reception in all bedrooms and common areas. The Developer will be responsible for ensuring coverage throughout all buildings, using cell phone repeaters as needed.

c. Additional Residential and General Considerations

1. All elevators, including freight elevators, in the Project must be sized to at least fit a medical stretcher and personnel to respond in an emergency. Elevators will be sized and configured to support heavy residential usage, will not be a hindrance during move-in and move-out peaks, and will provide for ease of maintenance.
a. Elevators must also have a travel cable with fiber optics for a non-monitored security camera in compliance with University security standards.

2. The Project will include adequate storage for custodial equipment, custodial supplies, and maintenance equipment. Adequate storage will also be provided for maintenance shop and support services spaces.

3. An electronic access control (EAC) system shall be installed on unit and bedroom doors in compliance with university standards;

4. Security cameras will be provided throughout the interior and exterior of the Project. Cameras shall be provided with observation of all exterior entrances either by emergency call stations, described below, or wall/ceiling mounted cameras. Cameras shall be provided to observe all entrances and exits, front desks, laundry rooms, elevator interiors, and other areas on the first floor as determined to be necessary. The camera system will be designed and installed by the Developer according to UTK standards in order to achieve seamless compatibility with existing campus systems and a consistent level of operational safety and security. The camera system will be maintained by UTK.

5. Emergency Call Stations (“Blue Lights”) will be provided at exterior locations onsite, including residence hall entry alcoves. The call station system will be designed and installed by the Developer according to UTK standards in order to achieve seamless compatibility with existing campus systems and a consistent level of operational safety and security. The call stations will be maintained by UTK.

6. Each building in the Stadium Project will require emergency power from a generator for all life safety loads and optional standby loads determined by UTK.

7. Provide cable television per campus standards within The Stadium Project.

8. Information Technology requirements are provided through a link in Section 3.2.

9. Trash disposal and recycling in a convenient exterior location for student and staff use designed in a way that does not detract from landscape architecture;
   a. Selected location for trash disposal should consider pick-up logistics and minimizing noise disturbance for living units;
   b. Dumpsters should not be visible from public streets or courtyards;

10. Exterior bicycle storage consistent with University standards;

11. Exterior benches, trash cans, bollards, tables and recycling containers consistent with University standards;

12. Design of emergency vehicle access and security access/maintenance access must meet University standards and applicable code requirements;

13. Design of vehicular access points to ease flow of residential move-in and move-out processes;

14. Clear signage on building exteriors, as well as wayfinding throughout the building(s); and
15. Grounds, pedestrian pathways and landscaping design consistent with design standards provided in Section 3.2.

3.2 Design Objectives

UTK’s design standards are intended to be guidelines for development, but deviations may be permitted in order to support the overarching goals of the project, such as affordability. The Campus Core Project must be designed substantially in accordance with UTK’s design standards and guidelines, which are found at this link: https://fs.utk.edu/guides/.

These include, but are not limited to:
- 2020 Design Standards & Guidelines
- 2022 Office of Information Technology Requirements
- Campus Landscape Vision & Site Standards
- Campus Master Plan

UTK is currently undertaking a comprehensive Campus Master Plan, which will be completed in Spring 2023. Relevant outputs from that effort may be provided as part of this solicitation through Amendment to this RFP.

The selected Developer must recognize that the Project’s final program and designs will be negotiated with the University through a rigorous plan review process, that will at various points include University representatives, the University System, the State Building Commission (SBC), the Office of the State Fire Marshall, and the City of Knoxville.

3.3 Financial Objectives

As noted above, UTK and the University System are seeking a Developer partner that will bring creative financing solutions. For the Campus Core Project, UTK seeks financing options that will enable an optimized capital strategy consistent with long-term ownership of the assets. UTK will consider bridge structures or other options for the Campus Core Project as appropriate.

For the Stadium Project, the University would consider a range of possible financing structures that are off the University’s balance sheet and have neutral or accretive impacts to UTK’s credit rating. The University seeks to benefit from the financial success of the Stadium Project, whether through an upfront payment, ongoing participation in revenues/cash flows, or both.

3.4 Operational Objectives

3.4.4 Housing Operations

The University has identified five components that comprise the maintenance and operational needs for the Projects’ housing components. In order to deliver a unified student experience for all on-campus residents, regardless of where a student resides, the University has varying levels of willingness to relinquish specific responsibilities to the
Developer. The five general categories related to facility maintenance and operations include the following:

1. Leasing and Assignments, Billing / Collections, Marketing, Summer Conference Housing, and Programming
   a. Leasing and Assignments – Provision of occupancy management services and alignment of inventory with student demand;
   b. Billing / Collections – Manage billing services through UTK fee invoicing process for rental revenue, damages, cancellation, and other potential revenue-generation opportunities, including summer conferences;
   c. Marketing – Conduct facility tours and coordinate strategic communication with the University (including website and social media material);
   d. Summer Conference Housing – Deliver general housing services, including check-in and check-out procedures, general housekeeping and maintenance, staffing, and invoicing for all summer conferences scheduled through University Housing, UTK Camps, and Conference Services;
   e. Programming / Res Life – Deliver residence life services, including living-learning programs, and provide central housing / functional staff

2. Asset Management
   a. Asset management encompasses all responsibilities that are associated with the expected continuous reinvestment in the Projects through capital expenditures. Asset Management includes major projects to replace and repair large systems and to invest in preventative maintenance to ensure that Project’s infrastructure meets and exceeds the expected useful life.
   b. To support the asset management needs of the Project, the Developer will be responsible during the term of the Ground Lease, at its expense, for all maintenance of building systems and any repairs required. To provide assurance for the costs of these items, the Developer will be required to fund a replacement and repair reserve to be placed in escrow at an amount in accordance with a budget that is approved annually by the University. The Developer will be responsible for the marketability of the improvements and a portion of the reserve requirement will be to provide funds for renovations and refitting to keep the Project attractive to residents. The Ground Lease will contain provisions for review and approval by the University of the level of reserves, the maintenance requirements, and to address the need for renovations. If University-owned beds are physically integrated with other beds in the Project, the University and the Developer will both provide a mutually agreed upon share of the annual replacement and repair reserve amount for that building.
3. Custodial, Facility Maintenance, and Landscaping Services / Contracts
   a. Custodial services – cleaning and trash removal within the Projects improvements. See Exhibit 2 for a custodial task list and schedule compliant with University standards.
   b. Landscaping services – services including landscape and hardscape maintenance, snow removal, and sidewalk salting after project acceptance. Installation and maintenance of exterior landscaping and hardscape will be the responsibility of the Developer prior to project acceptance. Selection of climate tolerant and acclimatized nursery stock must be in accordance with the Campus Landscape Vision & Site Standards.
   c. General maintenance services – Non-infrastructure maintenance tasks related to the basic upkeep of the facility on a day-to-day basis. These tasks may include, but are not limited to, painting, drywall repair, minor flooring repair / upkeep, kitchen and bathroom appliance repair, minor electrical tasks, changing light bulbs, and unclogging toilets and sinks.
   d. In both Projects, the facilities must be maintained in first class condition, meeting an APPA Level 2 standard (See Exhibit 3).

4. Information Technology Recurring Management, Service Operations, and Infrastructure Replacement
   a. The delivery of IT services within the Projects will be assumed by the University. It is imperative that all IT services are seamlessly integrated into UTK’s operating system, which requires that the University must perform all on-going IT-related service maintenance within the Project. For the purposes of responding to this RFP, the Developer should assume reimbursement of the University for these services at a rate of $173/bed. The University reserves the right to adjust its share of costs absorbed for providing these services, in collaboration with the selected Developer during negotiations, based on a more detailed understanding of the Developer’s economic proposal. Note that capital reinvestment in IT infrastructure is expected to be fully funded by the Developer through a reserve fund.

5. Key Control and Work Order Management
   a. Key Control – UTK will oversee the inventory and distribution of all residence hall keys, including maintenance of University Housing’s key database. University Housing will collaborate with UTK Facilities Services to manufacture keys and change / maintain door locks. Exterior entrance / egress doors, as well as unit and bedroom doors, will be accessed through electronic card access in accordance with University standards.
   b. Work Orders – The general UTK community can submit facility work order requests through Facilities Service’s ARCHIBUS system or the One Call program phone number. On-campus residents can request housing-related work orders through University Housing’s SchoolDude asset management software. Excellent customer
service and regular reporting and analysis of work orders and maintenance performed are critical to excellent maintenance of the buildings. In order to facilitate a seamless customer service experience across ownership types, the University may require the Developer (or its team member) to use and/or integrate with the University’s work order management systems, which will be subject to negotiation with a selected finalist.

3.4.4.1 Customized Shared-Services Arrangement

Within both the Campus Core Project and the Stadium Project, the University will be responsible for:

- Leasing and Assignments, Billing / Collections, Marketing, Summer Conference Housing, and Res Life Programming (See Section 3.4.1.1)
- Key Control (See Section 3.4.1.5a)

The Developer should assume a reimbursement of UTK’s costs for these services as part of its operating proforma, in the amount of $561/bed (2022).

The University will also be responsible for:

- Information Technology Recurring Management, Service Operations, and Infrastructure Replacement (See Section 3.4.1.4)

The Developer should assume a reimbursement of UTK’s costs for these services as part of its operating proforma, in the amount of $173/bed (2022).

The University reserves the right to adjust these reimbursement assumptions during negotiations based on a more detailed understanding of the Developer’s economic proposal.

The Developer will be responsible for the remaining operations, including:

- Asset Management (See Section 3.4.1.2)
- Custodial, Facility Maintenance, and Landscaping Services / Contracts

Other components, such as insurance and work order management (See Section 3.4.1.5) will be negotiated with a finalist Developer. For the purposes of this RFP, Developers should assume that improvements owned by a private entity under a ground lease will be insured by the Developer or other appropriate team member.

3.4.5 Non-Housing Operations

Developers should assume neither revenues nor expenses will be associated with non-housing components, such as University Space or parking delivered as part of the Projects. All billings, collections, operations, and maintenance for parking will be managed by the University.
4. Terms and Conditions

4.1 Disclaimer of Subjectivity
Proposing Developers should understand and accept that by responding to this RFP they are willingly participating in an evaluation process. While the award may not be solely based on the financial benefit, it is UT's intention to award the highest evaluated proposer determined to offer the best project that is in the best interest of the State.

4.2 Partnership Profile
In this partnership, the University will maintain long-term ownership of the land. The selected Developer will partner with the University to develop the land through a negotiated structure with the following parameters and agreements.

4.2.1 Pre-Development Agreement: After BAFO phase and negotiation with the selected finalist Developer, The University, with applicable State approvals, intends to initially enter into a pre development agreement that will define relationship parameters during the pre-construction period and any risk-sharing provisions concerning pre-development expenditures. The Pre-Development Agreement will enable the parties to refine the projects’ design and negotiate the anticipated project agreements noted below.

More specifically, it is expected that the Pre-Development Agreement will:
- Define the pre-development work to be pursued
- Establish a list of anticipated agreements for the Projects and the timeline for completion of the creation of these agreements
- Establish a budget and schedule for completing the pre-development work, including design and regulatory approval milestones
- Provide for the Developer’s access to the project site(s)
- Establish a target standard for project feasibility during the pre-development period, based on the Developer’s BAFO
- Establish provisions governing termination for cause or other termination events, including any potential reimbursement of pre-development expenses incurred by the Developer

4.2.2 Anticipated Agreements: The University with applicable State approvals intends to enter into a ground lease with the selected Developer as appropriate for the development of the Projects. Under the ground lease, the University anticipates that there will be additional agreements governing the Project, which may include:
- a Development Agreement
- Operations/Asset Management Agreement
- Cooperation Agreement
- and/or others as appropriate

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4.2.3 Credit and Balance Sheet Impacts: As indicated above, the University will evaluate all funding structures proposed by the private market during the competitive selection process. Additionally, the degree of risk transfer, as well as potential impacts of the proposed structure on University debt capacity, will be considered as part of the evaluation. The University reserves the right to utilize any financing mechanism.

4.3 Key Terms
Below is a summary of certain required terms and conditions associated with this opportunity. Notwithstanding the forgoing, the University and the best evaluated Proposer shall negotiate the final comprehensive development deal, and various terms and conditions of such are at this time unknown and should be offered by the Proposer.

4.3.1 DEVELOPMENT OPPORTUNITY
Finance, plan, design, develop, construct, manage and operate student housing developments on the identified sites with the quality, amenities and pricing consistent with UT Knoxville goals for residential life. The configuration and number of units will be defined by a University market study, which will be refined through a more detailed Housing Master Plan pursued during this solicitation period. The design of the facility is subject to University approval and will reflect a design and ambiance congruent with the campus educational and aesthetic objectives. The Development should be recognized as offering quality and functionality at a competitive price and should project a positive image for the University. The Development should reflect the quality of the University as a leader in the region in a visible way.

4.3.2 TERM
The term of any agreement associated with the Projects will be subject to negotiation based on overall deal structure and benefit to UTK. The University expects that any negotiated Lease Agreement would include provisions for the University to purchase the ground leased improvements and terminate the Ground Lease.

4.3.3 TERM COMMENCEMENT
Any lease shall commence on the date the Lease Agreement is fully executed and the term will commence once the Development has received a certificate of occupancy.

4.3.4 THE SITE

4.3.4.1 EXISTING CONDITIONS
Under a Ground Lease, the Leased Premises is being leased as-is for development and long-term management without any representation regarding the environmental condition of the site. No representations or warranties
whatsoever are made as to its condition, state or characteristics. Expressed warranties and implied warranties of fitness for a particular purpose or use and habitability are hereby disclaimed.

Existing improvements and facilities located on the Leased Premises that will not be retained as a part of the proposed Development are to be demolished by the Proposer. Proposers will have an opportunity to inspect the Leased Premises prior to taking possession and will acknowledge prior to submitting a proposal to have had full opportunity to inspect the Leased Premises and make an evaluation of the Leased Premises for any and all purposes. Failure or omission of Proposer to acquaint themselves of the existing conditions of the Leased Premises shall in no way relieve Proposer of any obligation with respect to the Lease. The Proposer shall be responsible for the removal or remediation of hazardous materials that are required by law to be removed or remediated for the Development, if any.

The existing buildings within the Leased Premises shall be demolished after applicable UT and State approvals by the Proposer at the sole cost and expense of the Proposer.

Testing, audits, appraisals, inspections, or other non-invasive testing that is necessary or desired to submit a proposal, shall be at the sole expense of the prospective respondent.

4.3.5 FORM OF LEASE PAYMENT

To the extent there is a Lease agreement, the Projects will be expected to provide a financial return to the University in the form of ground rent or other equally-attractive remuneration. Proposals shall offer lease rental, profit sharing, or other similar market revenue streams to the University as such may pertain to the Projects. The successful Proposer, if any, will enter into a contract with the University that provides for the performance of all terms and conditions set forth in this RFP and a lease. Meeting the housing demand by University student, faculty, and staff is a priority. Proposals should include terms and conditions to meet those needs. For example, proposals could include the number of beds that would be offered to students, faculty and staff on a priority basis; a rental rate range; and/or other considerations beneficial to the University.

4.3.6 OCCUPANCY

The University does not expect to provide guarantees for minimal occupancy levels of the residential multi-family housing development or otherwise financially subsidize the Development under the terms of a Ground Lease.

4.3.7 QUALIFICATION OF PROPOSER
As evidence of its financial ability, each Proposer (no brokers or realtors) shall submit with its proposal, a copy of each of the Proposer’s last three (3) fiscal years' annual financial statements reviewed or audited by a chartered accountant or certified public accountant. The proposal must include the financial statements of any and all relevant parties involved in this endeavor. Failure to conform to this section may be grounds for rejection of the proposal. The information provided shall be a public record under T.C.A. § 10-7-501 et seq.

4.3.8 EXPERIENCE
Respondents to this RFP must demonstrate experience in designing, constructing, operating and managing residential multi-family housing developments. Experience working with Higher Education entities is desirable.

4.3.9 SUBMITTAL OF PROPOSAL
Proposals must be made in the official name of a firm or individual (no lease brokers) under which the Development will occur showing official business address and must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

4.3.10 UNIVERSITY BRANDING
The University shall have the right to approve all signs and materials used by Proposer in the promoting or marketing of space in the Leased Premises which contain a reference to UT Knoxville, which approval shall not be unreasonably withheld. Proposer and the University agree to negotiate and resolve in good faith any disputes relating to all such marketing materials.

4.3.11 RELATIONSHIP OF THIS RFP AND RESPONSE TO RFP TO LEASE The terms and conditions described in this RFP shall survive the execution of any lease agreement between the parties (the “Lease Agreement”). The RFP and the response to RFP that is selected will be incorporated by reference into any Lease Agreement. Where there is a conflict between the terms of a Lease Agreement and/or RFP and the terms of the response to the RFP, the terms of the Lease Agreement shall govern.

4.3.12 CONFIDENTIALITY
The University will not sign non-disclosure or confidentiality agreements related to respondent’s response to any bid. Tennessee law limits the University’s ability to withhold records from public disclosure. Respondents should assume that all documentation, including pricing, submitted to the University will be subject to public disclosure. The University hereby notifies all respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will not be bound by such notices.
Moreover, the University will not agree to provide advanced notice of any public disclosure or agree to assist the respondent to limit disclosure.

4.3.13 INDEMNIFICATION
Respondent shall hold and save the University, its trustees, officers, agents, and employees harmless from any claims, damages and actions of any nature arising from respondent’s bid or arising from the use of any materials, goods or services furnished by the respondent, provided that such liability is not attributable to negligence on the part of the user or failure of the user to use the item in the manner outlined by the respondent in descriptive literature or specification submitted with the respondent’s bid. Respondent’s indemnification obligation shall include, but not be limited to, any claim of patent, copyright, or other intellectual property infringement asserted against the University based upon respondent’s bid or any materials, goods or services furnished by the respondent.

4.3.14 UNIVERSITY’S LIABILITY
The University’s liability shall be governed by the Tennessee Claims Commission Act. The University will not enter into any agreement which contains a clause requiring the University to indemnify, hold harmless, or defend any party. Also, the University will not enter into any agreement which contains a clause limiting its remedies against any party.

4.3.15 IRREVOCABLE WAIVER
By responding to the solicitation, respondent hereby irrevocably waives any claims against the University’s trustees, officers, employees and former employees. Respondent also agrees not to sue University employees in their individual capacity. This waiver applies to respondent and their successors, heirs and assigns. The University and the respondent state that this clause is material to this bid.

4.3.16 INSURANCE REQUIREMENTS
Workers’ Compensation (WC): Statutory Limits
- Employers’ Liability Each Accident $100,000
- Employers’ Liability Disease – each employee $100,000
- Employers’ Liability Disease – policy limit $500,000
- Commercial General Liability (CGL): Each Occurrence Limit $1,000,000
- Damage to Rented Premises – Ea. Occ. $300,000
- Medical Expense – any one person $10,000
- Personal & Advertising Injury Limit $1,000,000
- General Aggregate Limit $2,000,000
- Products/Completed Ops. Aggregate Limit $2,000,000

Automobile Liability:
- Combined Single Limit $1,000,000

Automobile Liability:
- Combined Single Limit $1,000,000
4.4 **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a lease pursuant to this RFP or in the employment practices of the University under such lease, on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The successful Proposer pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.5 **RFP Communications**

4.5.4 The University has assigned the following RFP Transaction Number that must be referenced in all communications regarding this RFP:

RFP TRANSACTION NUMBER 22-12-001

4.5.5 **Unauthorized contact about this RFP with employees, officials, or consultants of the University of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

4.5.5.1 Potential Proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator during the proposal process:

University of Tennessee
Office of Real Property and Space Administration
Attn: Adam Foster
400 W Summit Hill Drive
UT Tower 9th Floor
Knoxville, TN 37902
Phone: 865-974-2231
Email: designer@tennessee.edu

with copy to:

Brailsford & Dunlavey, Inc.
Attn. Kevin Mara
1170 Peachtree Street NE, Suite 625
Atlanta, GA 30309
Phone: 404-890-7014
Email: kmara@bdconnect.com
4.5.5.2 Potential proposers may also contact the University of Tennessee representative designed above to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.

4.5.6 Only the University’s official, written responses and communications will be binding with regard to this RFP. All oral communications of any type will be unofficial and non-binding.

4.5.7 Proposers must ensure that the University receives all written comments, including questions and requests for clarification, no later than the Written Questions and Comments Deadline detailed in the RFP Section 5, Schedule of Events.

4.5.8 Proposers must assume the risk of the method of dispatching any communication or proposal to the University. The University assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital “postmarking” of a communication or proposal to the University by a specified deadline date will not substitute for the University’s actual receipt of a communication or proposal.

4.5.9 The University will convey all official responses and communications related to this RFP to the potential Proposers from whom the University has received a Notice of Intent to Propose (RFP Section 4.9).

4.5.10 The University reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the University.

4.5.11 The University reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The University’s official, written responses will constitute an amendment of this RFP.

4.5.12 Any data or factual information provided by the University (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The University will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

4.6 Assistance to Proposers with a Handicap or Disability
Potential Proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential Proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 5, Schedule of Events.

4.7 Proposer Required Review of Waiver of Objections

4.7.4 Each Proposer must carefully review this RFP, including any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, “Questions and Comments”).

4.7.5 Any Proposer having Questions and Comments concerning this RFP must provide such in writing to the University no later than the Written Questions and Comments Deadline detailed in the RFP Section 5, Schedule of Events.

4.7.6 Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the University, in writing, by the Written Questions and Comments Deadline.

4.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 5, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential Proposers may be limited to a maximum number of attendees per team depending upon overall attendance and space limitations.

The purpose of the conference is to review the terms of the RFP and Lease. The University will entertain questions; however potential Proposers must understand that the University’s response to any question at the Pre-Proposal Conference shall be tentative and non-binding. Potential Proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Questions and Comments Deadline date detailed in the RFP Section 5, Schedule of Events. The University will send the official response to questions to potential Proposers as indicated on the date detailed in the RFP Section 5, Schedule of Events.

4.9 Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 5, Schedule of Events, potential Proposers are required to submit to the RFP Coordinator a Notice of Intent to Propose (in the form of an e-mail or other written communication). Such notice should include the following information:

- the business or individual’s name (as appropriate)
- a contact person’s name and title
• the contact person’s e-mail address.

A Notice of Intent to Propose creates no obligation for making a proposal relating to this RFP.

4.10 Proposal Deadline
A Proposer must ensure that the University receives a proposal no later than the Proposal Deadline set forth in Section 5, Schedule of Events. The proposal must respond, as required, to this RFP (including its attachments), as may be amended. The University will not accept late proposals, and a Proposer’s failure to submit a proposal before the deadline will result in disqualification of the proposal. It is the Proposer’s responsibility to ensure that its proposal is uploaded by the submission deadline.

The Proposal Deadline is set forth in Section 5, Schedule of Events.

4.11 Proposal Submittal
Proposals will be received via Microsoft Teams Upload. Proposals shall be submitted as a single digital file copy in .pdf format along with the Appendix A Project Assumptions Matrix workbook in Excel format. Potential Proposers that submit a Notice of Intent to Propose will receive instructions on uploading their submission to the assigned portal.

4.12 Developer Selection Process
After the proposal phase, this RFP includes a two-phase down-selection process.

In the proposal phase, the University will accept proposals that address the Proposer’s team composition, experience, financial capabilities, approach to the project, and conceptual plan with design, budget, deal structure, proformas, and other factors. The University may, in its sole discretion, elect to interview all, some, or none of the Proposers in this phase following evaluation of their submissions.

The BAFO phase will provide the University with the opportunity to provide additional information to, receive additional materials from, and to meet with up to three of the best-evaluated Proposers from the proposal phase. In this phase, selected finalists will be invited to engage with the University to refining and optimize their submission, with the goal of submitting a BAFO with the greatest benefit to the University System and UTK.

The final phase of this process will be when the University and the finalist Proposer negotiate the terms of the Commitment Letter and any lease or other agreements, including any master plan and operations negotiations. These final negotiations will then be presented to the State for review and approval prior to final execution of any agreements.
5. **Schedule of Events**  
5.1. RFP Schedule of Events

The following table provides the proposed Schedule of Events. **The University reserves the right, at its sole discretion, to change this schedule.** Any adjustment of the Schedule of Events prior to issuance of the Evaluation Notice shall constitute an RFP amendment, and the University will communicate such to potential Proposers from whom the University has received a Notice of Intent to Propose (refer to RFP Section 4.9).

<table>
<thead>
<tr>
<th>Event</th>
<th>Time and Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SBC approves RFP document</td>
<td></td>
<td>December 12, 2022</td>
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<tr>
<td>2. RFP Issued / Advertised</td>
<td></td>
<td>December 14, 2022</td>
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<tr>
<td>3. Disability Accommodation Request Deadline</td>
<td></td>
<td>December 19, 2022</td>
</tr>
<tr>
<td>4. Notice of Intent to Propose (RFP Section 4.9). Proposers who provide a notice of intention to submit will receive instruction on uploading submissions to the assigned portal.</td>
<td></td>
<td>January 9, 2023</td>
</tr>
</tbody>
</table>
| 5. Pre-Proposal Conference and Site Tour. Conference will be held in person and via Zoom with details below. | 9:00 am ET  
The University of Tennessee  
Knoxville  
Student Union Room 377a | January 12, 2023 |
| 6. Written “Questions & Comments” Deadline                           | 4:00 pm ET                                  | January 17, 2023      |
| 7. University Response to Written “Questions and Comments”           |                                             | January 20, 2023      |
| 8. Proposal Deadline & University Opening of Proposals               | 4:00 pm ET                                  | February 3, 2023      |
| 9. Notice of Interview Times and Instructions sent to Proposers      |                                             | February 20, 2023     |
| 10. Interviews of Proposing Developers                               | TBD                                         | February 28 – March 1, 2023 (tentative) |
| 11. University Completion of Proposal Evaluations and Notification of BAFO Down-select |                                             | March 3, 2023         |
12. BAFO Workshop 1 | Week of March 6, 2023
---|---
13. BAFO Workshop 2 | TBD, as needed
14. BAFO Submission Deadline | Week of March 27, 2023
15. University issues the Intent to Award Notice and Procurement File is Opened for Public Inspection | April 3, 2023
16. Proposed ESC approval of BAFO | April 24, 2023

*All times listed above should be established by the timepiece of the Owner.

**Pre-Proposal Conference Zoom Instructions – Zoom meeting invitations will be sent to proposers requesting information from the RFP coordinator by January 10, 2023.

6. General Information

6.1 Statement of Financial Interests

It is a requirement of Tennessee Code Annotated Section 12-2-114 that a statement listing the names of any and all persons financially interested in the available space be contained in the proposal response. This requirement includes the interests of the owner/agent, any lienholders or any known future purchasers or lienholders. This information is to be provided in the form of Exhibit 1.

6.2 Proposal & Proposer Prohibitions

6.2.1 A Proposal must not result from any collusion between Proposers. The University will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the University will consider any such actions to be grounds for proposal rejection or Lease Agreement termination.

6.2.2 A Proposer shall not provide, for consideration in this RFP process or subsequent lease negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the University determines that a Proposer has provided such incorrect information, the University may deem the Proposer’s proposal non-responsive and reject it or terminate the Lease Agreement.

6.2.3 The University shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee or someone deemed to have an unfair advantage. For purposes of this RFP:
6.2.3.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

6.2.3.2 A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

6.2.3.3 A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been a State employee, shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

6.3 Proposal Errors & Revisions
A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 5, Schedule of Events unless such is formally requested, in writing, by the University.

6.4 Proposal Withdrawal
A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 5, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

6.5 Proposal Preparation
This RFP does not commit the University to award a lease or to pay any costs associated with the preparation, submittal, or presentation of any proposal incurred by any Proposer or Proposers.

6.6 RFP Amendment
The University reserves the right to amend this RFP at any time prior to award, provided that it is amended in writing. However, prior to any such amendment, the University will consider whether it would negatively impact the ability of potential Proposers to meet the proposal deadline and will revise the RFP Section 5, Schedule of Events if deemed appropriate. If an RFP amendment is issued, the University will convey it to potential Proposers who submitted a Notice of Intent to Propose (RFP Section 4.9). A Proposer must respond, as required, to the RFP, including all attachments and amendments.

6.7 RFP Cancellation
The University reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.
6.8  **University Right of Rejection**

6.8.1  Subject to applicable laws and regulations, the University reserves the right to reject, at its sole discretion, any and all proposals.

6.8.2  The University may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

6.9  **Disclosure of Proposal Contents**

6.9.4  Each proposal and all materials submitted to the University in response to this RFP become the property of the University of Tennessee. Selection or rejection of a proposal does not affect this ownership right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

6.9.5  The University will hold all proposal information in confidence during the evaluation process.

6.9.6  Upon completion of proposal evaluations, indicated by public release of a Notice of Intent to Award, the proposals and associated materials will be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7).

6.10  **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the University and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6.11  **Proposal Evaluation Team**

The Proposal Evaluation Team will be made up of five (5) or more State employees and will evaluate each proposal that meets the Mandatory Requirements (See RFP Exhibit 1).

7.  **Proposal Requirements, Evaluation & Award**

7.1  **Evaluation Process**

The proposal evaluation process is designed to award the Ground Lease Agreement to the Responsive and Responsible Proposer offering the best combination of attributes based upon the evaluation criteria. The term “Responsive” means a person or entity which has submitted a proposal which conforms in all material respects to the RFP. The term “Responsible” means a person or entity which has the capacity in all material respects to perform fully the requirements
of the anticipated agreements, and the integrity and reliability that will assure good faith performance.

Proposal Evaluation Team members will independently evaluate each proposal based upon criteria outlined in Exhibit 1 along with the following attributes and ranking them from best evaluated to lowest evaluated. (1) a high-quality use of the site; (2) design, development, construction management, and operations capability and experience; (3) a functional and conceptual program and design; (4) proposed business terms, including holistic value to UT Knoxville; (5) ability to finance the project; and (6) quality of anticipated relationship between the Proposer and the University over the term of the agreements.

In the Proposal Phase of the process the Evaluation Team will meet to discuss the results of their independent evaluations. They will discuss their evaluations based upon the merits of each proposal against the documented criteria. Then their independent scores will be combined to take the median score of each Exhibit 1 Section B criteria. This ranking will determine the initial order of the down-selected firms who will participate in the BAFO phase of the process. The University will then issue an Evaluation Notice to all Proposers identifying the Proposers selected to proceed to the next stage of the evaluation process (i.e., Best and Final Offer).

In the BAFO Phase process, down-selected proposers’ submissions will be based upon cited criteria in Exhibit 1 Section C. The scoring process similar to the Proposal Phase will be completed in order to determine the final best Responsive and Responsible Proposer.

The University reserves the right to accept or reject any and all proposals, to waive any informalities in a proposal, and, unless otherwise specified in writing by the Proposer, to accept any items in the proposal.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

7.2 Clarifications
The University reserves the right, at its sole discretion, to request Proposer clarify information and/or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the University and shall be in accordance with all policies of the University and/or State of Tennessee.

7.3 Proposal Requirements & Evaluation
To be considered, a proposal must be received by the date specified in Section 5, RFP Schedule of Events. The University will not accept Phase I proposals received after the deadline. Phase I proposals should be submitted per instructions in RFP Section 4.11. A cover letter (RFP Exhibit 1), which will be considered an integral part of the Phase I proposal, must be signed by an individual who is authorized to bind the Proposer contractually and must certify that all statements in the proposal are true and correct. The letter must indicate the title or position that the individual holds in the firm and also must include the Proposer’s federal tax I.D. number.
RFP Exhibit 1, Cover Letter and Mandatory Requirements must be completed. Proposal responses to this RFP should be clear, concise and organized; meet the Mandatory Requirements; and be organized in the ten major areas described below.

7.3.4 Mandatory Requirements. The RFP Coordinator will review each Phase I Proposal to determine compliance with RFP Exhibit 1, Cover Letter and Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the RFP Coordinator shall seek the advice of an attorney on the staff of the University of Tennessee who will review the proposal and document his/her determination of whether:

a. the proposal adequately meets requirements for further evaluation;
b. the University will request clarifications or corrections for consideration prior to further evaluation; or,
c. the University will determine the proposal non-responsive to the RFP and reject it.

In addition to the Mandatory Requirements, Developers’ proposals must include each section tab outlined below in the following order:

- Table of Contents (Exhibit 1 can be used as a guide for the submission)
- Cover Letter (RFP Exhibit 1)
- Tab 1 (Sections B.1 – B.4): Team Organization & Experience
- Tab 2 (Section B.5): Project Program
- Tab 3 (Section B.6): Graphic Documents
- Tab 4 (Section B.7): Project Budgets
- Tab 5 (Section B.8): Management and Operating Plan
- Tab 6 (Section B.9): Preliminary Schedule
- Tab 7 (Section B.10): Proposed Deal Structures
- Tab 8 (Section B.11): Sources of Funds
- Tab 9 (Section B.12): Project Proformas
- Tab 10 (Section B.13): Existing Off-Campus Properties

A description of the Tabs is included below in further detail and outlined in Exhibit 1:

7.3.5 Tab 1 (Section B.1): Team Organization & Experience. Proposers must provide detailed information that demonstrates their organizational ability to undertake a project of the magnitude described herein. At a minimum, the response to this RFP in Phase I must include the following:

7.3.5.1 Developer: Provide a brief description of the Developer. Include in the description of Developer the year founded, and description and approximate value of real estate developed and currently under control. Also provide:
- **Role of Developer’s Key Personnel**: Briefly outline the roles of the key personnel for the Developer. Provide resumes of key personnel, including length of time in current position with the company. For all key personnel, list information on any law suits, legal claims or litigation in which they have been named individually or that resulted from a project in which they served on the development team or played a management role in the project oversight.

- **Contact Person**: Provide a single contact person for all future communication with the University. Provide the contact person’s name, title, organization, address, telephone number, and email address.

- **Controlling Interest**: Identify the individuals or companies who hold a major or controlling interest in the Development Team.

7.3.5.2 **Development Team (Section B.2)**: Provide a brief description of the Developer’s partner entities for the Project. At a minimum, descriptions should be provided for the following entities:

- The architectural firm(s) who will be providing design services for the project;
- Civil, structural, Mechanical, Electrical, Plumbing, and Fire Protection engineers;
- The general contractors or construction managers who will provide construction services;
- Entities that will provide operations, maintenance, and asset management services;
- Any non-profit or other organization that will own the residential improvements and enter into the Ground Lease with the University, if applicable; and
- Any partners or other entities who will provide funding, like kind or other services to the Developer and who will gain any ownership or beneficial interest in or revenue from the project.

For each of these entities, provide the following information:

- Firm name
- Primary address
- Year founded
- Resumes of key personnel

The roles and responsibilities of each member of the development team must be clearly described and an organizational chart must be included.

The entities identified above are those currently being considered to participate as subcontractors to the Developer. Any additions or changes to the
subcontractors in connection with a proposal are subject to review and approval by the University. If a Developer does not name other entities, then the proposal will be evaluated assuming that the Developer will self-perform all functions and any later decision to include other entities in any of these roles will also require review and approval of these entities by the University prior to their use by the Developer.

7.3.5.3 **Experience (Section B.3):** Developers should demonstrate that they, their design partners, and their contractors have significant experience delivering higher education projects on-time and on-budget. Provide examples of at least four (4) recent projects in which the Developer has participated that are comparable in size, complexity, quality, and scope. Specify the number of student housing beds and square footage included in each project. Highlight the P3 financial structure used for each project.

7.3.5.4 **Financial Capability (Section B.4):** Provide specific evidence that the Developer has the appropriate financial resources available or access to financing sufficient to construct, operate, and maintain the Project by providing the following information:
- Range of financing options the Developer can execute and will consider for the Projects.
- Current available financial resources, access to capital (debt, equity, other) in the current capital market, and number of transactions in the past two years.
- If desired, Developers may submit supplemental materials such as bank and credit references, annual reports, or such other documentation as the Developer deems relevant in response to this item.

7.3.6 **Tab 2 (Section B.5): Project Program.** Developers are required to fill out the program assumptions page provided in Appendix A – Project Assumptions Matrix that correspond with the submitted pro formas and graphics. If there are assumptions provided by the University that do not align with the preliminary program (i.e., exact bed counts), please revise accordingly.

7.3.7 **Tab 3 (Section B.6): Graphic Documents.** Developers shall illustrate their preliminary design concepts for all aspects of the Campus Core Project and the sites in a graphic manner as part of the RFP response. The maximum drawings required by the RFP shall be:
- A conceptual site plan for the Project indicating proposed street level functions and the relationship between program components and parking;
- A sample typical residential floor plan for semi-suite and apartment housing;
- Typical unit plans for each configuration; and
- Conceptual primary elevations illustrating the major components of the Project.

Developers shall clarify their preliminary design concepts with narratives as part of the RFP response. Narratives may also identify specifications offered by the Developers that are outside the design guidelines described herein. The minimum narratives required by the RFP shall be:

- A narrative describing broad architectural concepts that govern the proposal for the site layout and building design for all Project components. The narrative should also describe details of the design that may not be readily apparent from drawings and may include comments on material and finish quality.
- A narrative describing the structural methodology that the Developer would employ for the Project.
- A narrative describing the mechanical systems (HVAC, plumbing) and the electrical system that the Developer would employ for the Project.

Please note the following for your design preparation:

- Drawings shall be 11” x 17”
- No animated fly-through will be expected for the on-campus presentations

7.3.8 Tab 4 (Section B.7): Project Budgets.
7.3.8.1 Project Development Budgets: The Developer shall submit a budget for all development costs (hard and soft costs) associated with the Projects, which will be the Development Budget. Developers must clearly break out the development budgets for the Stadium Project and for the Campus Core Project.
7.3.8.2 Total Project Costs: The Developer shall submit a budget for predevelopment, development, financing, and all other costs associated with the Projects which will be the Total Project Costs. Costs should be shown for both the Stadium Project and the Replacement Housing Costs. Where cost efficiencies have been assumed based on the delivery of both the Stadium Project and the Campus Core Project, specify those efficiencies.

7.3.9 Tab 5 (Section B.8): Management and Operating Plan. The Developer must provide a narrative summary of how the Projects will be operated and managed once construction is complete. Provide examples of previous experience with developments of similar size, complexity, quality and scope.

7.3.10 Tab 6 (Section B.9): Preliminary Schedule. Provide project schedules for the Campus Core Project, indicating at a minimum the preliminary dates for the following:

- Completion of demolition of any existing structure(s);
- Completion of design development and outline specifications;
- Dates for review and approval by the University;
- Assumed financial close;
- Start of construction shell;
- Completion of construction shell;
- Start of construction interior improvements; and
- Substantial completion and opening of the Projects.

Provide a narrative describing key milestones and how the Development Team will ensure a timely delivery of the Campus Core Project. Highlight how the Development Team may plan to mitigate any potential supply chain and/or labor challenges in the project schedule, given potential future industry volatility.

7.3.11 Tab 7 (Section B.10): Proposed Deal Structures. The University System and UTK are interested in receiving all development structure proposals that Developers believe may be the best solution for these Projects. However, the University will not approve a delivery structure that would involve the inclusion of existing residential assets or defeasement of debt on existing residential assets. Preserving the University’s internal debt capacity, as well as transferring financing and delivery risk to the Developer, are important strategic objectives for the Project. The Developer shall submit a detailed description of the deal structure(s) proposed for the Project.

The University will rigorously evaluate and compare the full range of options proposed by respondents, including financial considerations (i.e. transaction costs, debt and equity costs, fees, amount and percentage of cash flow available to the University, etc.) and non-financial considerations (i.e. balance sheet and credit implications) from each respondent. When evaluating and comparing all proposed options, the University will focus on the customized financial structure that best benefits the Project and the University.

7.3.12 Tab 8 (Section B.11): Sources of Funds. Developers must clearly identify the source of funding for all deal structures proposed in response to this RFP. Specifically, address funding sources for the following:
- Senior Debt
- Subordinate Debt (if applicable)
- Equity (if applicable)
- Other (if applicable)

In the description of the funding sources, Developers should clearly and explicitly confirm that they have authority to negotiate on behalf of their funding sources.
Tab 9 (Section B.12): Project Proformas. Developers must provide detailed proformas for both the Campus Core Project and the Stadium Project for the University’s review. Proformas must include the following information:

- Project Pro Forma for Full Term of Ground Lease
  a. All revenue and expenses, including operating and maintenance expenses and net operating income to Annual cash flow after debt and / or equity obligations
  b. Disclosure of growth assumptions
  c. Ground Lease term and lease payments (as applicable, in consideration of UTK’s long-term ownership goals for the Campus Core Project)
  d. Upfront and ongoing 501(c)3 foundation fees (if applicable)
  e. Design and construction costs, financing and scheduling assumptions and all other identifiable project costs
  f. Property taxes (if believed to be applicable given the financial delivery structure)
  g. Replacement reserves
  h. Proposed room-type mix and anticipated rental rates (based on a 9-month academic year term)
  i. Additional revenue beyond rental revenue during the 9-month academic year term
  j. All Developer compensation
  k. Disclose cost of capital assumption for Project funding – full term of Ground Lease

- Project Compensation to Developer
  a. Developer fee
  b. Contingencies
  c. Revenue sharing
  d. Others

- Project Compensation to University
  a. Ground Lease Base Rent
  b. Percent of Gross Revenues

Tab 10 (Section B.13): Existing Off-Campus Properties. Developers must answer the following questions. Please write N/A if the questions do not apply based on responses to previous questions within this section.

1. Does Developer currently invest (design, build, finance, operate, and/or maintain) in off-campus student housing properties located in close proximity to colleges and universities (“Student Housing”)?
2. Does Developer currently have plans to invest in off-campus Student Housing in the future?
3. What percentage of Developer’s overall portfolio is comprised of off-campus Student Housing?
4. How many beds does Developer offer in off-campus Student Housing?
5. What are Developer’s current practices and policies for soliciting student demand for its off-campus Student Housing? Please be specific about soliciting students who are already engaged in an on-campus lease.
6. What is Developer’s policy for investing in off-campus Student Housing and on-campus housing in the same market? Specifically, does Developer exclusively invest either on campus or off campus, or will Developer invest in both on- and off-campus housing simultaneously in the same market?
7. How do Developer’s practices and policies for soliciting student demand for its off-campus Student Housing change if it is invested in both on- and off-campus housing in the same market?
8. If invested in both on- and off-campus housing in the same market, please clearly state how Developer will prioritize demand between the on- and off-campus student housing properties? The University is interested in understanding how the Developer will serve as a partner, not a competitor, in this scenario.
9. Please provide one example and campus reference(s) demonstrating a successful relationship with a higher education institution if Developer has previously invested in both on- and off campus housing simultaneously at another institution.
10. Please discuss current practices for communicating between Developer’s corporate and local personnel. Specifically address the flexibility that is given to the local personnel and discuss the decision making authority between corporate and local personnel in the case of a conflict. Are Developer’s practices and policies formal and official, or are practices determined on a case-by case basis?
11. Does Developer currently invest in any Student Housing in Tennessee? If yes, please provide locations, number of beds, and occupancy rates (Fall 2022) for each Student Housing property.
12. What official measures (restrictions, policies, etc.) will Developer take to demonstrate the ability to create a successful relationship with the University as a participant in this Project if it is selected as the most qualified partner for the Project while simultaneously offering off-campus Student Housing in Knoxville?

7.4 BAFO Requirements & Evaluation

Following evaluation of the responsive proposals received in the proposal stage, the Proposal Evaluation Team will identify up to three of the best evaluated proposals for down-selection to participate in the BAFO stage. This stage will involve more engagement with the Proposal Evaluation Team and other University System and UTK representatives in order to refine and optimize the Developer’s proposal and discuss preliminary lease terms. This will occur through structured communications and one or more BAFO workshops.

In this stage, Developers will enhance, provide more detail, or otherwise adjust based on feedback from the University to the Projects’
During the BAFO period, the University reserves the right to request additional information from Developers.

The Developers’ BAFO must be received by the date specified in Section 5, RFP Schedule of Events. BAFO submittals should be submitted to their designated Teams link.

BAFOs will be evaluated based on holistic value to the University System and UT Knoxville, taking into account the following criteria, among others: (1) a high-quality use of the site; (2) design, development, construction management, and operations capability and experience; (3) a functional and conceptual program and design; (4) proposed business terms; (5) ability to finance the project; and (6) quality of anticipated relationship between the Proposer and the University over the term of the lease.

The Proposal Evaluation Team will meet as outlined in RFP Section 7.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

7.5 **Finalist Negotiation**

In this final phase of the RFP, the Finalist Developer shall enter into negotiations with the University regarding the terms of the ground lease and related agreements between the parties. The University may request that the Proposer make modifications to its proposal and the parties will act in good faith to reach a mutually acceptable agreement. If the University and the Proposer having the Best Evaluated Proposal cannot agree to terms, then the University may negotiate with the Proposer having the second-best evaluated proposal and so on.

7.6 **Award Process**

After completion of Finalist Negotiations, the RFP Coordinator will issue a Notice of Intent to Award to all Proposers naming the recommended Proposer and forward the lease/agreement(s) to the proper officials of the University and/or State who will consider the same to determine whether an agreement between the parties should be forwarded to the Executive Sub-Committee of the State Building Commission for approval. **The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with the recommended proposal or any other Proposer.** After the determination of the University that the lease/agreement(s) proposed by recommended Proposer is in the best interest of the University, the President of the University shall request approval of the documents by the ESC.
7.7 RFP Files Open
The University will make the RFP files available for public inspection on the date specified in the RFP Section 5, Schedule of Events. The files will remain open for public review from that date.

7.8 Protest Process

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall follow procedures for construction procurements as outlined in Item 18 of the State Building Commission of Tennessee By-laws, Policy and Procedure.

7.9 Lease Approval and Lease Payments

7.9.4 This RFP and its Proposer selection processes do not obligate the University and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. University obligations pursuant to a lease award and related agreements shall commence only after the lease is approved by University and State officials, including the ESC, as required by applicable laws and regulations and signed by the University/State and the Proposer.

7.9.5 No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State and University of Tennessee.
APPENDIX A – PROJECT ASSUMPTIONS MATRIX

See included Excel workbook.
APPENDIX B – SITE INVENTORY PORTFOLIO

Please find the provided site data and materials on B&D’s Box file-sharing site, at the following link:

https://bdsd.box.com/s/w69h0np9cmbevd29iqvj3w6hd4gnf4aw
EXHIBIT 1 – PHASE 1 SUBMISSION

PROPOSAL COVER LETTER

Public-Private Partnership for Multi-Use Student Housing

Located in:

Knoxville, Knox County, Tennessee

RFP TRANSACTION NUMBER: 22-12-001

The UNIVERSITY OF TENNESSEE

Any blank spaces may cause Proposal to be unacceptable and rejected.

Proposer Identification: ___________________________________________________________

Proposer: ________________________________________________________________

Address: ________________________________________________________________

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<th>PROPOSER NAME: &lt;Name&gt;</th>
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**SECTION A: MANDATORY REQUIREMENTS**

Owner Evaluation for Each Requirement: Pass or Fail

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<th>Proposal Page Number (By Proposer)</th>
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| 1. Provide a completed Certification Statement, in the format provided herein. |

| 2. Identify Proposer’s primary contact person including mailing address, telephone number, and e-mail address. |

| 3. Describe Proposer’s form of business (e.g., corporation, partnership, limited liability company) and the U.S. state in which it is established. |

| 4. Provide a statement of whether there have been mergers, acquisitions, or sales of Proposer within the last five years, and if so, an explanation providing relevant details. |

| 5. Provide a statement that discloses pending litigation against Proposer. The Owner reserves the right to request an opinion of Proposer’s counsel as to whether pending litigation will impair performance in a contract under this RFP. |

| 6. Provide a statement declaring whether, in the last ten years, the Proposer has filed, or had filed against it, bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details. |

| 7. Provide a letter(s) from an insurance and/or surety agency stating Proposer’s capability to provide insurance and bonding for the project in accordance with the requirements as outlined in the RFP. |

| 8. Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the lease has a possible conflict of interest (e.g., employment by the University of Tennessee) and, if so, the nature of that conflict. |

**NOTE:** Any questions of conflict of interest shall be solely within the discretion of the University, and the University reserves the right to cancel any award.

| 9. Provide a completed Financial Interested Parties, in the format provided herein. |

| 10. Provide contact information for references who can certify that Proposer has completed at least 3 residential student unit housing development projects. |
CERTIFICATION STATEMENT

The Proposer hereby acknowledges, attests, certifies, warrants, and assures that:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The information detailed in the proposal submitted herewith in response to the subject RFP is truthful, accurate and complete.
3. The Proposer will comply with:
   a. the laws of the State of Tennessee;
   b. Title VI of the federal Civil Rights Act of 1964;
   c. Title IX of the federal Education Amendments Act of 1972;
   d. the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   e. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
   f. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
   g. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP; and,
   h. the condition that in compliance with the Iran Divestment Act the Proposer is not on the list created pursuant to Tennessee Code Annotated (TCA) § 12-12-106 and shall not utilize a subcontractor on that list.
4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
5. The person who signs this certification on behalf of the Proposer is legally empowered to bind the Proposer to the provisions of this RFP and a resulting contract. If the signatory is not the Proposer (if an individual) or the Proposer’s company President or Chief Executive Officer, this document must attach evidence showing the individual’s authority to bind the proposing entity.
6. The Proposer acknowledges receipt of Addendum:

   Addendum number(s) and date(s): _______________________________________

Proposer Legal Entity Name:  
Signature:  
DATE:  

Printed Name and Title:  
Financial Interested Parties: (In response to RFP Section 6.1) As required by T.C.A. Section 12-2-114, the names of any and all persons financially interested in the Lease are as follows:

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<th>Name:</th>
<th>Telephone Number:</th>
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### SECTION B: PROPOSAL EVALUATION CRITERIA (As detailed in Section 7 Proposal Requirements, Evaluation & Award):

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<tr>
<th>PROPOSAL EVALUATION CRITERIA</th>
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<tr>
<td><strong>B.1 Team Organization &amp; Experience (Section A)</strong></td>
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<td>• Role of Developer’s Key Personnel</td>
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<td>• Controlling Interest</td>
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<td><strong>25 points</strong></td>
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<td><strong>B.2 Development Team</strong></td>
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<td>• Provide the firm name, primary address, year founded, and resumes of Key personnel for the following entities</td>
<td></td>
</tr>
<tr>
<td>o Architectural, Civil, Structural, and Mechanical, Electrical, Plumbing, and Fire Protection Firms</td>
<td></td>
</tr>
<tr>
<td>o General Contractor or Construction Manager</td>
<td></td>
</tr>
<tr>
<td>o Management services for operations, maintenance, and asset management</td>
<td></td>
</tr>
<tr>
<td>o Other organizations</td>
<td></td>
</tr>
<tr>
<td><strong>50 points</strong></td>
<td></td>
</tr>
<tr>
<td><strong>B.3 Experience</strong></td>
<td></td>
</tr>
<tr>
<td>• Provide 4 recent projects within the last 10 years in which the Developer has participated that are comparable in size, complexity, quality, and scope. Specific details should include</td>
<td></td>
</tr>
<tr>
<td>o Number of student housing beds</td>
<td></td>
</tr>
<tr>
<td>o Square footage for each project</td>
<td></td>
</tr>
<tr>
<td>o P3 financial structure used</td>
<td></td>
</tr>
<tr>
<td>o Development Team</td>
<td></td>
</tr>
<tr>
<td><strong>75 points</strong></td>
<td></td>
</tr>
<tr>
<td><strong>B.4 Financial Capability</strong></td>
<td></td>
</tr>
<tr>
<td>• Range of financing options the Developer can execute and will consider for the Projects</td>
<td></td>
</tr>
<tr>
<td>• Current available financial resources, access to capital (debt, equity, other) in the current capital market, and number of transactions in the past two years. If desired, Developers may submit supplemental materials such as bank and credit references, annual reports, or such other documentation as the Developer deems relevant in response to this item.</td>
<td></td>
</tr>
<tr>
<td><strong>100 points</strong></td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>B.5 Project Program</strong></td>
<td>• Complete Appendix A – Project Assumption Matrix</td>
</tr>
<tr>
<td></td>
<td>75 points</td>
</tr>
<tr>
<td><strong>B.6 Graphic Documents</strong></td>
<td>• Conceptual Site Plan</td>
</tr>
<tr>
<td></td>
<td>• Sample typical residential floor plan for semi-suite and apartment housing</td>
</tr>
<tr>
<td></td>
<td>• Typical unit plans for each configuration</td>
</tr>
<tr>
<td></td>
<td>• Conceptual primary elevations</td>
</tr>
<tr>
<td></td>
<td>• Narratives describing architectural cons</td>
</tr>
<tr>
<td></td>
<td>100 points</td>
</tr>
<tr>
<td><strong>B.7 Project Budget</strong></td>
<td>• Project Development Budgets</td>
</tr>
<tr>
<td></td>
<td>• Total Project Cost</td>
</tr>
<tr>
<td></td>
<td>100 points</td>
</tr>
<tr>
<td><strong>B.8 Management and Operating Plan</strong></td>
<td>• Narrative summary of management and operation after completion of project</td>
</tr>
<tr>
<td></td>
<td>100 points</td>
</tr>
<tr>
<td><strong>B.9 Preliminary Schedule</strong></td>
<td>• Project schedule outlining at minimum the following:</td>
</tr>
<tr>
<td></td>
<td>o Completion of demolition of any existing structure(s);</td>
</tr>
<tr>
<td></td>
<td>o Completion of design development and outline specifications;</td>
</tr>
<tr>
<td></td>
<td>o Dates for review and approval by the University;</td>
</tr>
<tr>
<td></td>
<td>o Assumed financial close;</td>
</tr>
<tr>
<td></td>
<td>o Start of construction of shell;</td>
</tr>
<tr>
<td></td>
<td>o Completion of construction of shell;</td>
</tr>
<tr>
<td></td>
<td>o Start of construction of interior improvements; and</td>
</tr>
<tr>
<td></td>
<td>o Substantial completion and opening of the Projects.</td>
</tr>
<tr>
<td></td>
<td>• Narrative description of key milestones</td>
</tr>
<tr>
<td></td>
<td>75 points</td>
</tr>
<tr>
<td><strong>B.10 Proposed Deal Structures</strong></td>
<td>• Detailed description of the deal structure proposed</td>
</tr>
<tr>
<td></td>
<td>100 points</td>
</tr>
</tbody>
</table>
### B.11 Sources of Funds

- Identification of all sources of funding for the proposed deal structure and confirmation that Developer has the authority to negotiate on the behalf of the funding sources.
  - Senior Debt
  - Subordinate Debt
  - Equity (if applicable)
  - Other (if applicable)

75 points

### B.12 Project Proformas

- Detailed proformas of each
  - Campus Core Project
  - Stadium Project
- Project Compensation to Developer
- Project Compensation to University

100 points

### B.13 Existing Off Campus Properties

- Responses to questions as posed in RFP Section 7.3.11

25 points

Section B: 1000 points
<table>
<thead>
<tr>
<th>SECTION C: BAFO EVALUATION CRITERIA:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C.1</strong> Team Composition</td>
</tr>
<tr>
<td>100 points</td>
</tr>
<tr>
<td><strong>C.2</strong> Functional and Space Program</td>
</tr>
<tr>
<td>100 points</td>
</tr>
<tr>
<td><strong>C.3</strong> Design and Budget</td>
</tr>
<tr>
<td>150 points</td>
</tr>
<tr>
<td><strong>C.4</strong> Schedule</td>
</tr>
<tr>
<td>150 points</td>
</tr>
<tr>
<td><strong>C.5</strong> Financing Plan / Deal Structure</td>
</tr>
<tr>
<td>175 points</td>
</tr>
<tr>
<td><strong>C.6</strong> Operations and Maintenance Plan</td>
</tr>
<tr>
<td>150 points</td>
</tr>
<tr>
<td><strong>C.7</strong> Proformas</td>
</tr>
<tr>
<td>175 points</td>
</tr>
<tr>
<td>Section C: 1000 points</td>
</tr>
</tbody>
</table>
EXHIBIT 2: CUSTODIAL / FACILITY MAINTENANCE GUIDELINES

The University anticipates that Developers or their appropriate team member will deliver custodial / service contract and facility maintenance services in the facilities under the procurement, under the terms of a Management Agreement with the appropriate ownership entity to be negotiated with the University.

Please find below the standards for the delivery of custodial / service contracts and facility maintenance if provided by the Developer.

I. General Overview

Developer is to furnish all supervision, cleaning personnel, equipment, supplies, tools, and other materials as required for custodial / service contracts and facility maintenance services for all buildings within the Project.

It will be the responsibility of the Developer to provide services in alignment with the high standards of an educational institution from the perspectives of sanitation, public relations, and protection of the physical facility. Services should be commensurate with APPA guidelines, which are described further in Exhibit 3 of the RFP.

II. Responsibilities of Developer

A. Personnel

1. Developer will exclusively handle all matters pertaining to human resource issues. This will include but is not limited to recruitment, screening, hiring, and retention. These matters will be done in compliance with existing statutes, regulations and other laws pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management. Developer shall defend, hold harmless and indemnify the University from all claims, demands, suits, judgments, costs, damages, and attorney’s fees arising from any claim or assertion that Developer violated any applicable law or employment contract.

2. The Developer is responsible for training personnel for duties performed under this program.

3. All personnel will be dressed in a manner authorized by the Developer and approved by the University. The personnel will be neat and clean in appearance. Uniforms will be worn which fully identify the worker as a member of the Developer’s work force.

4. Payment to all employees is the responsibility of the Developer. Developer will pay at least the minimum wage. Developer to follow all state/local laws.

5. Developer will remove any employee from the work force deemed objectionable by the University or University Housing.

6. All Developer personnel will be issued a picture identification card that is to be worn in a visible location at all times.
7. All employees must successfully complete a background check prior to starting work on the UTK campus. The University shall have the right to require that any employee be terminated, or prospective employee not hired, to the extent necessary to protect the safety and welfare of the residents and guests on the Project.

B. Safety
   1. Developer will train all employees on application of chemicals and the use of equipment.
   2. Developer will train all employees for training and implementation of a program to minimize exposure to blood borne pathogens. Program will educate about the risk of possible exposure, clean-up procedures and all vaccination required by OSHA.

C. Security
   1. Developer will maintain photos of all employees working on the property.
   2. Guns, knives, or other dangerous weapons will not be permitted on campus. Developer will immediately dismiss employees who do not adhere to this policy.
   3. Alcohol and drugs are prohibited on the UTK Campus. The University is a smoke and tobacco free campus and electronic cigarettes are no allowed.
   4. Developer will safeguard against loss, theft, or damage of all property, material, equipment and accessories which employees of the Developer might be exposed to while performing duties.
   5. Keys will be provided to the Developer. Developer will maintain keys in a locked key box.
   6. Keys will be checked out at the beginning of each shift and returned at the end of each shift. If keys are missing, Developer is to notify a University representative, who will be identified in advance for this purpose, immediately. Developer will be responsible for any cost associated with the re-keying due to lost keys.
   7. Developer and employees are subject to and will comply with the rules and regulations governing vehicular parking and traffic per the University of Tennessee Knoxville Police Department and Parking & Transit Services.
   8. The Developer will provide reasonable cooperation to the University of Tennessee Knoxville Police Department in their efforts to promote a safe and secure environment of the campus.

D. Supervision
   Developer will provide the supervision necessary to maintain the program. This must include an on-site supervisor during all shifts manned.

E. Damage
   The Developer will be responsible for the repair/replacement for any damage to the facility or personal injury caused by any employee of the Developer.

F. Equipment/Supplies
1. Developer will maintain and procure all equipment necessary to perform the program. Equipment should be kept in a clean condition.
2. The University shall not be responsible for any loss of equipment or supplies.
3. A small and large wet-vac should be housed within the area or otherwise be readily available to Developer.
4. Safety Data Sheets (SDS) will be maintained on job site for all chemicals used. University Representative will also be provided two (2) copies of SDS sheets per chemical used. **Note:** University Representative will supply one (1) copy of SDS sheet to the Office of Environmental Health and Safety.

G. **Emergencies**
1. During emergency conditions (hurricane preparedness, floods, etc), employees will report to the University for instructions. Personnel must be available to perform extra duties or emergency services.

H. **Developer’s Representative**
1. A representative of the Developer shall be appointed within 24 hours of receipt of contract. This person shall be available to the University for the purpose of reporting problems, requesting scheduling changes, etc. This individual shall be someone other than the on-site supervisor and they shall be the sole contact person for routine matters.

I. **Scheduling**
1. The housekeeping program is a **24-hour operation.** While most heavy cleaning will take place during the day between 8:00am and 4:30pm, there is a need for after-hours coverage for emergencies. Request for changes to the shift will be approved by University Housing and will be determined to best meet the needs of faculty, staff, and students and to facilitate facility needs.

J. **Recycling**
1. The Developer, on each shift, will remove all materials denoted recyclable from inside buildings. Recyclable materials shall be transported and placed in an appropriate and acceptable manner in the designated collection container. Recyclables shall include white paper, mixed paper, aluminum, glass or plastic containers, and cardboard.

The Developer must ensure compliance with the recycling program of the University, as same shall be amended over the Project life cycle, and accommodate any procedural changes that occur. The weights of all recycled materials will be provided to University Housing for reporting purposes.

K. **Method of Evaluation/Quality Control**
1. Evaluator(s): Vice Chancellor for Student Life or his/her Designee
Procedure: The University will monitor feedback from students, staff, and guests. The designated staff will also document cleanliness of areas using a “Custodial Quality Control Checklist.” Any findings or reports deemed to be less than satisfactory by the University will result in written notification to the Developer. Developer must perform corrective actions within 24 hours of receiving notice. Failure to do so will result in the University performing the work and the Developer will absorb any costs incurred by the University. Payment terms of the final Project agreement will include terms to incentivize Developer to comply with specified operations quality control standards and penalize Developer for non-compliance.

L. Rating Scale

1. The following rating scale will be used when evaluating services:
   - **E** – (Excellent) APPA Level 1- A condition indicating continuous care and attention.
   - **G** – (Good) APPA Level 2- A condition indicating care and attention, though improvements may be made.
   - **A** – (Average) APPA Level 3- A condition indicating laxity, but which can be corrected without much effort.
   - **NI** – (Need Improvement) APPA Level 4- A condition indicating neglect over a comparatively short time, but which can be corrected without much effort.
   - **P** – (Poor) APPA Level 5- A condition indicating complete neglect over a long period.

M. Residence Hall Cleaning Expectations:

1. All units are cleaned once a week while students are occupying the units. Bathrooms are cleaned thoroughly as outlined below, along with sweeping and mopping the kitchen and hallway floors.
2. The services detailed below will be provided during conferences. The requirements for unit cleanings following guest turnover will apply following the departure of each conference group.

N. Common Areas & Public Areas
### O. Exterior Entrances and Exits

<table>
<thead>
<tr>
<th>TASK</th>
<th>Academic-Routine</th>
<th>Summer-Routine</th>
<th>Summer-Deep Clean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty &amp; reline trash can. Clean if necessary</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean horizontal &amp; vertical surfaces</td>
<td>Weekly</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean &amp; sweep outside verandah up to 10' from exterior doors.</td>
<td>Weekly</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean, sanitize, and polish water fountains</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop floor. Vacuum carpets &amp; mats-Lobby</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Wet mop floor. Remove spots from carpet-Lobby</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Vacuum-Hallways</td>
<td>M-W-F</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>High dust</td>
<td>Monthly or as needed</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Burnish &amp; dust mop floor – 1st floor</td>
<td>Monthly or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Burnish &amp; dust mop floor: 2nd and up</td>
<td>Monthly or as needed</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Police area for trash (including verandah)</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Strip &amp; refinish floors with a minimum of 3 coats of wax</td>
<td>Bi-annually</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Spray Buff or equivalent and top coat with 1 coat of wax</td>
<td>Weekly</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Shampoo Carpets</td>
<td>Bi-annually or as needed</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Remove Gum</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean Stairwells (interior and exterior)</td>
<td>T-Th</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Scrub stairwells (interior and exterior)</td>
<td>T-Th</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean all kitchen surfaces</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean kitchen ovens in residence halls</td>
<td>Bi-annually or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean burner pans</td>
<td>Bi-annually or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
</tbody>
</table>

### P. Elevators

<table>
<thead>
<tr>
<th>TASK</th>
<th>Academic-Routine</th>
<th>Summer-Routine</th>
<th>Summer-Deep Clean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean &amp; polish horizontal &amp; vertical surfaces</td>
<td>M-W-F</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop floor</td>
<td>M-W-F or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Vacuum interior &amp; horizontal tracks</td>
<td>Weekly</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Wet mop floor</td>
<td>M-W-F or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Remove graffiti</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Remove any trash</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
</tbody>
</table>

### Q. Public Access Restrooms
### Exhibit 2 – Page 6 of 10

#### R. Janitor Closets

<table>
<thead>
<tr>
<th>TASK</th>
<th>Academic-Routine</th>
<th>Summer-Routine</th>
<th>Summer-Deep Clean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty, clean &amp; reline trash can</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>High dust</td>
<td>Weekly</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean &amp; disinfect horizontal &amp; vertical surfaces &amp; restroom fixtures</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean &amp; replenish all dispensers</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop floor</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Wet mop floor</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Police area (replenish supplies, clean spills, wipe surfaces, empty trash and report malfunctioning fixtures as needed)</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Soap Scrub or Deep Clean floors</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Remove any and all Graffiti</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
</tbody>
</table>

#### S. Entrances, Corridors & Lobbies

<table>
<thead>
<tr>
<th>TASK</th>
<th>Academic-Routine</th>
<th>Summer-Routine</th>
<th>Summer-Deep Clean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty &amp; reline trash can. Clean if necessary</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean horizontal &amp; vertical surfaces</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean, disinfect &amp; polish water fountains</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop floor</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Vacuum carpets &amp; mats, removed gum and soiled spots</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Wet mop floor.</td>
<td>Daily or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Low dust</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>High dust</td>
<td>Weekly</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop &amp; scrub floor – 1st floor</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop &amp; scrub floor- 2nd and up</td>
<td>Weekly</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Buff floors</td>
<td>Monthly or as needed</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Vacuum &amp; spot clean upholstered furniture</td>
<td>Weekly or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Buff first floor lobby</td>
<td>Weekly</td>
<td>Weekly</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean entrance door glass</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean glass partition &amp; display cases</td>
<td>Weekly or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Spot clean smudges, finger marks on walls, door facing, and doors.</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust furniture</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
</tbody>
</table>

#### T. Stairs and Landings

<table>
<thead>
<tr>
<th>TASK</th>
<th>Academic-Routine</th>
<th>Summer-Routine</th>
<th>Summer-Deep Clean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean horizontal &amp; vertical surfaces</td>
<td>M-W-F</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop floor or sweep floor</td>
<td>M-W-F</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>High dust</td>
<td>Weekly</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Wet mop floor</td>
<td>Weekly</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Pressure wash exterior stairs and landings</td>
<td>Bi-annually</td>
<td>n/a</td>
<td>Annual</td>
</tr>
</tbody>
</table>

#### U. Break rooms, Office spaces and Reception Areas
### V. Classrooms

<table>
<thead>
<tr>
<th>TASK</th>
<th>Academic-Routine</th>
<th>Summer-Routine</th>
<th>Summer-Deep Clean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty trashcan. Clean &amp; reline if necessary</td>
<td>Daily or multiple times</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean/dust all horizontal &amp; vertical surfaces (desks, boards, chairs, etc.)</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust mop floor</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Complete vacuum floor. Remove spots and gum</td>
<td>Daily</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Wet mop floor</td>
<td>Weekly or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Low dust</td>
<td>Weekly or as needed</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>High dust</td>
<td>Weekly or as needed</td>
<td>n/a</td>
<td>Annual</td>
</tr>
<tr>
<td>Vacuum &amp; spot clean upholstered furniture</td>
<td>Monthly or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Vacuum Air Supply and Return Air Vents</td>
<td>Monthly or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Clean windows</td>
<td>Monthly or as needed</td>
<td>Daily</td>
<td>Annual</td>
</tr>
<tr>
<td>Dust blinds</td>
<td>Weekly</td>
<td>Weekly</td>
<td>Annual</td>
</tr>
</tbody>
</table>

### W. Building wide trash removal/recycle removal

<table>
<thead>
<tr>
<th>TASK</th>
<th>Academic-Routine</th>
<th>Summer-Routine</th>
<th>Summer-Deep Clean</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove of trash and recycling from floors</td>
<td>Daily or as needed</td>
<td>Daily or as needed</td>
<td>n/a</td>
</tr>
<tr>
<td>Empty trash compactor and exchange</td>
<td>Daily or as needed, 7 days a week</td>
<td>Daily or as needed, 7 days a week</td>
<td>n/a</td>
</tr>
<tr>
<td>Clean trash rooms on floors</td>
<td>Daily</td>
<td>Daily</td>
<td>n/a</td>
</tr>
<tr>
<td>Pressure wash floors</td>
<td>Monthly or as needed</td>
<td>Daily</td>
<td>n/a</td>
</tr>
<tr>
<td>Pressure wash equipment</td>
<td>Monthly</td>
<td>Monthly</td>
<td>n/a</td>
</tr>
<tr>
<td>Pressure wash trash chutes</td>
<td>Every three years</td>
<td>Every three years</td>
<td>n/a</td>
</tr>
<tr>
<td>Pest control</td>
<td>Quarterly</td>
<td>Quarterly</td>
<td>n/a</td>
</tr>
</tbody>
</table>

### X. Semi-Suite-Style and Apartment-Style Bathroom Cleaning
Y. Requirements Following Guest Turnover

1. Student Rooms

<table>
<thead>
<tr>
<th>Task</th>
<th>Required at Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty trashcan. Clean container</td>
<td>X</td>
</tr>
<tr>
<td>Clean/dust all horizontal &amp; vertical surfaces (desks, boards, chairs, etc.)</td>
<td>X</td>
</tr>
<tr>
<td>Dust mop floor</td>
<td>X</td>
</tr>
<tr>
<td>Complete vacuum floor. Remove spots and gum</td>
<td>X</td>
</tr>
<tr>
<td>Wet mop floor</td>
<td>X</td>
</tr>
<tr>
<td>Shampoo carpet</td>
<td>X</td>
</tr>
<tr>
<td>Clean closet shelves, walls and flooring</td>
<td>X</td>
</tr>
<tr>
<td>Strip, refinish/seal hard surface floors</td>
<td>X</td>
</tr>
<tr>
<td>Low dust (furniture, table/chair rails and legs)</td>
<td>X</td>
</tr>
<tr>
<td>High dust areas over 6 feet (vents, light fixtures, blinds)</td>
<td>X</td>
</tr>
<tr>
<td>Wipe all wall surfaces and remove smudges</td>
<td>X</td>
</tr>
<tr>
<td>Vacuum &amp; spot clean upholstery</td>
<td>X</td>
</tr>
<tr>
<td>Vacuum Air Supply and Return Air Vents</td>
<td>X</td>
</tr>
<tr>
<td>Damp Clean all student furniture</td>
<td>X</td>
</tr>
<tr>
<td>Linen Services- Receiving</td>
<td>X</td>
</tr>
<tr>
<td>Linen Services- Distribution</td>
<td>X</td>
</tr>
<tr>
<td>Linen packets / complete linen</td>
<td>X</td>
</tr>
<tr>
<td>Laundering</td>
<td>X</td>
</tr>
</tbody>
</table>

2. Kitchens
3. Bathrooms

<table>
<thead>
<tr>
<th>Required at Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty trashcan. Clean container</td>
</tr>
<tr>
<td>Clean/dust all horizontal &amp; vertical surfaces</td>
</tr>
<tr>
<td>Clean stoves, refrigerators, ovens range hoods, replace drip pans—all appliances inside and out and behind</td>
</tr>
<tr>
<td>Clean and disinfect counter tops, all cabinets surfaces</td>
</tr>
<tr>
<td>Clean and disinfect counter tops, all cabinets surfaces</td>
</tr>
<tr>
<td>Clean lighting fixtures and replace light bulbs and all plumbing fixtures</td>
</tr>
<tr>
<td>Dust mop floor</td>
</tr>
<tr>
<td>Complete vacuum floor. Remove spots and gum</td>
</tr>
<tr>
<td>Wet mop floor</td>
</tr>
<tr>
<td>Shampoo carpet</td>
</tr>
<tr>
<td>Strip, refinish/seal hard surface floors</td>
</tr>
<tr>
<td>Low dust (furniture, table/chair rails and legs)</td>
</tr>
<tr>
<td>High dust areas over 6 feet (vents, light fixtures, blinds)</td>
</tr>
<tr>
<td>Wipe all wall surfaces and remove smudges</td>
</tr>
<tr>
<td>Vacuum &amp; spot clean upholstered furniture</td>
</tr>
<tr>
<td>Vacuum Air Supply and Return Air Vents</td>
</tr>
<tr>
<td>Damp Clean all furniture</td>
</tr>
</tbody>
</table>

4. Common Areas

<table>
<thead>
<tr>
<th>Required at Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty trashcan. Clean container</td>
</tr>
<tr>
<td>Clean/dust all horizontal &amp; vertical surfaces</td>
</tr>
<tr>
<td>Clean and disinfect toilet, shower and all adjacent areas</td>
</tr>
<tr>
<td>Clean and disinfect counter tops, all cabinets surfaces</td>
</tr>
<tr>
<td>Clean lighting fixtures and replace light bulbs, all plumbing fixtures and accessory items (mirrors, towel bar, toilet paper holder, soap dish)</td>
</tr>
<tr>
<td>Swipe, mop and disinfect floors</td>
</tr>
<tr>
<td>Vacuum and clean exhaust fans and vents</td>
</tr>
<tr>
<td>Clean and disinfect HVAC supply vents</td>
</tr>
<tr>
<td>Strip, refinish/seal hard surface floors</td>
</tr>
<tr>
<td>Replace shower curtains</td>
</tr>
<tr>
<td>High dust areas over 6 feet (vents, light fixtures, blinds)</td>
</tr>
<tr>
<td>Wipe all wall surfaces and remove smudges</td>
</tr>
<tr>
<td>Task</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Empty trashcan. Clean container</td>
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<tr>
<td>Clean/dust all horizontal &amp; vertical surfaces (desks, boards, chairs, etc.)</td>
</tr>
<tr>
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<tr>
<td>Complete vacuum floor. Remove spots and gum</td>
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<tr>
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<td>Wipe all wall surfaces and remove smudges</td>
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<td>Vacuum &amp; spot clean upholstered furniture</td>
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<tr>
<td>Vacuum Air Supply and Return Air Vents</td>
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<tr>
<td>Damp Clean all student furniture</td>
</tr>
</tbody>
</table>
EXHIBIT 3: APPA “FIVE LEVELS OF CLEAN”

The following is a summary of key indicators for each of APPA’s five levels of cleanliness. The lower the score the higher the level of cleanliness.

Level 1—Orderly Spotlessness Indicators

- Floors and base molding shine and/or are bright and clean; colors are fresh.
- There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Lights all work and fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

Level 2—Ordinary Tidiness Indicators

Same as Level 1 with the following exceptions:
- There can be up to two-day’s worth of dust, dirt, stains, or streaks on floors and base molding
- Dust, smudges, and fingerprints are noticeable on vertical and horizontal surfaces

Level 3—Casual Inattention Indicators

- Floors are swept or vacuumed clean, but upon close observation, there can be stains. A buildup of dirt and/or floor finish in corners and along walls can be seen.
- There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Lamps all work and fixtures are clean.
- Trash containers and pencil sharpeners hold only daily waste and are clean and odor free.

Level 4—Moderate Dinginess Indicators

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a noticeable buildup of dirt and/or floor finish in corners and along walls.
- There is a dull path and/or obviously matted carpet in the walking lanes. Base molding is dull and dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, marks, smudges, and fingerprints. Lamp fixtures are dirty, and some lamps (up to 5 percent) are burned out.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked.
• Trash containers smell sour.

Level 5—Unkempt Neglect Indicators

• Floors and carpets are dull, dirty, scuffed, and/or matted. There is a conspicuous buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
• All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, all of which will be difficult to remove. Lack of attention is obvious.
• Light fixtures are dirty with dust balls and flies. Many lamps (more than 5 percent) are burned out.
• Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.