REQUEST FOR PROPOSALS

Lease of Property

Single Parcel
for the development of a
Residential Multi-Family Housing

Located in:
Clarksville, Montgomery County, Tennessee

AMENDMENT 6 - Schedule Updates

RFP TRANSACTION NUMBER: 26-05-001 - APSU 27-001

AUSTIN PEAY STATE UNIVERSITY

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. PROPOSAL REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. PROPOSAL EVALUATION & LEASE AWARD

ATTACHMENTS:

6.1. Proposal Package Cover Sheet/Statement of Certifications & Assurances
6.2 Mandatory Requirements
6.3. Financial Interested Parties
6.4. Form of Ground Lease Agreement

RFP Release Date: June 1, 2026

1. INTRODUCTION

1.1. Statement of Procurement Purpose

Austin Peay State University, hereinafter referred to as "APSU" or "Landlord," is seeking proposals from qualified developers or development teams to plan, design, finance, construct, and operate a residential multi-family housing development. This residential multi-family housing development will be referred to as the "Development" and would be built on property leased from APSU at 210 College Street, Clarksville, TN ("Leased Premises"). The Leased Premises will be used for the construction and operation of multi-family housing along with other such uses as may be related or incidental thereto such as the operation of first floor retail. APSU strongly encourages placement of grocery and/or pharmacy use, and proposal incorporating these or similarly supportive campus and neighborhood-serving retail use may be evaluated more favorably. Retail uses inconsistent with the academic mission or campus environment (e.g., liquor stores, vape/tobacco shops, adult-oriented businesses, or similar uses) are not permitted.

APSU has issued this Request for Proposals ("RFP") to define APSU's leasing requirements; solicit proposals; detail proposal requirements; outline APSU's process for evaluating proposals and selecting a Proposer to enter into an agreement to lease the Leased Premises and design, construct, operate, and maintain the Development.

The RFP process will include three phases – Phase I will include an initial response from proposers providing information on qualifications, experience, financial capability, preliminary schedule, and conceptual design; Phase II will include the submittal of a more detailed program and site plan, refined schedule, and operating and financial plan including rent or other consideration to APSU; Phase III will include finalist negotiation with the best evaluated proposer.

Throughout this RFP, APSU seeks to lease the Leased Premises to the Proposer with the best proposal for the design, financing, construction, and operation of a residential multi-family housing development who will provide the best overall value to APSU and to give ALL qualified Proposers each individually, a "Proposer" and collectively, the "Proposers" a fair, competitive, and transparent procurement process that provides all qualified Proposers and equal opportunity to compete for an opportunity to do business with APSU.

As an agency of the State of Tennessee, there are certain terms and conditions Austin Peay State University cannot legally accept. PROPOSALS INCLUDING OR REFERENCING TERMS AND CONDITIONS OTHER THAN THOSE REFERENCED BY APSU IN THIS RFP MAY BE REJECTED.

1.2. Disclaimer of Subjectivity

Proposers should understand and accept that by responding to this RFP they are willingly participating in a subjective evaluation process. Proposers should be aware that the proposal determined to best meet the needs of APSU may not necessarily be the proposal offering the highest financial benefit.

1.3. Description of Development

The proposed Development will serve as a strategic enhancement to Austin Peay State University's academic mission and its growing presence within the Clarksville community. Located on state-owned land centrally positioned within walking distance of both APSU's main campus and downtown Clarksville, the site presents a unique opportunity to create a connected, walkable residential environment that bridges APSU and the city.

Clarksville is the fastest-growing community in Tennessee, and APSU is the fastest-growing locally governed institution in the state. Since Fall 2022, APSU enrollment has increased by more than 20%, and APSU now employs more than 1,600 faculty and staff—an increase of 23% over the same period. This rapid growth has intensified the need for high-quality housing options near campus for employees and the community.

While the development will be targeted to meet housing needs for APSU faculty and staff, it will also be open to the general public, fostering a vibrant mixed-use residential community that supports both the APSU workforce and Clarksville's broader community. APSU desires that the Development include some form of preference, priority access, or other tangible benefit for APSU employees. Proposers should describe any proposed employee-focused housing preferences, incentives, or partnership structures, which will be considered during evaluation. Final terms regarding any employee preference or benefit will be negotiated as part of the lease.

APSU recently commissioned Brailsford & Dunlavey to conduct a housing study to better understand local demand. Their findings highlight a clear and pressing need:

- More than 1,500 households are expected to move to Clarksville annually.
- Within five miles of campus, only 100 new single-family homes and 121 multifamily units are currently in the development pipeline.
- There are 3,255 multifamily units within three miles of campus, with a 93% occupancy rate, indicating limited availability and strong demand.

These data points confirm a constrained housing market near campus, particularly for workforce housing that supports recruitment and retention.

The Leased Premises is approximately 0.6 acres in size. Due to site constraints, on-site parking sufficient to accommodate all residents may not be feasible. Proposals should consider innovative parking solutions, including off-site parking arrangements, shared parking, structured parking, or other approaches that ensure the Development remains attractive and convenient for prospective residents.

The Development should include active ground-floor uses, with the first floor programmed for retail space. Preference shall be given to neighborhood-serving retail uses, including, without limitation, a grocery or fresh-market concept or a pharmacy, in order to enhance walkability, provide daily conveniences to residents and the surrounding community, and contribute to the overall vitality of the area.

The Development should convey through its design a strong "sense of place"—a safe, vibrant, and walkable neighborhood for living, working, and connecting. The Development should prioritize quality, functionality, and attainable price points aligned with the needs of faculty, staff, and the broader community. Secure, well-lit pedestrian connections between the Development, the APSU campus, and downtown Clarksville will be essential to ensuring safety, accessibility, and integration.

1.4. Summary of Terms & Conditions

Below is a summary of certain required terms and conditions associated with this opportunity. (See Attachment 6.4, Ground Lease Agreement, for additional terms and conditions). Notwithstanding the foregoing, APSU 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.

1.4.1. <u>DEVELOPMENT OPPORTUNITY</u>

Finance, plan, design, develop, construct, manage and operate a residential multi-family housing development on the Leased Premises with the quality, amenities and pricing

consistent with residential developments of similar size and pricing. APSU believes it is desirable to allow a Proposer's market study to determine the configuration and number of units. The design of the Development is subject to APSU 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 APSU. The Development should reflect the quality of APSU as a leader in the region in a visible way.

1.4.2. INITIAL TERM

ASPSU requests proposals for the lease of the Leased Premises for a period of approximately thirty (30) years, with renewal options to be considered. The renewal option may be exercised by the Proposer by providing APSU with written notice of its desire to renew at least one (1) year prior to the expiration of the initial term. At the expiration or earlier termination of the Ground Lease, the Developer shall comply with the end-of-term surrender and demolition requirements described in the Ground Lease Terms and End-of-Term section of this RFP, which constitute a material obligation of the lease.

1.4.3. TERM COMMENCEMENT

The lease shall commence on the date the Ground Lease Agreement is fully executed, and the term will commence once the Development has received a certificate of occupancy.

1.4.4. END-OF-TERM

Upon expiration or earlier termination of the Ground Lease (the "Termination Date"), Developer shall, at its sole cost and expense, either (i) demolish and remove all improvements constructed on the Premises and restore the site as required herein, or (ii) make a payment to Austin Peay State University ("APSU") in lieu of demolition.

1.4.5. THE SITE

1.4.5.1 PARCEL

The Leased Premises include approximately 0.6 acres +/- on 1 parcel with this address: 210 College Street, Clarksville, TN.

1.4.5.2 EXISTING CONDITIONS

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.

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.

1.4.6. FORM OF LEASE PAYMENT

The Development will be expected to provide a financial return to APSU 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 ASPU as such may pertain to the Development. The successful Proposer, if any, will enter into a contract with APSU that provides for the performance of all terms and conditions set forth in this RFP and a lease.

1.4.7. OCCUPANCY

APSU will not provide guarantees for minimal occupancy levels of the housing Development or otherwise financially subsidize the Development.

1.4.8. GROUND LEASE AGREEMENT

The RFP Attachment 6.4, Ground Lease Agreement details APSU's desired terms and conditions and substantially represents the lease terms that the successful Proposer must sign. If alternative lease terms and conditions are proposed, these shall be identified as a red-line document of the RFP Attachment 6.4, Ground Lease Agreement or in a separate lease document. While APSU is willing to consider alternative terms and conditions, APSU has no obligation to consider or to agree to any proposed alterations.

APSU will take all reasonable suggested alternative or supplemental contract language changes by Proposers under advisement during the "Questions and Comments" period, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The revised version of the Ground Lease Agreement will be released concurrently with the APSU's Response to "Questions and Comments".

Note: When preparing the redline draft of the Ground Lease Agreement for submission during the Question & Comments period, DO NOT include any cost, revenue, or other financial information. If any financial information is included in any part of the redline Ground Lease Agreement, the State may reject the redline entirely and/or consider it as unauthorized communication about the RFP, which may result in disqualification from consideration under this procurement process.

1.4.9. QUALIFICATION OF PROPOSER

As evidence of its financial ability, each Proposer (no brokers or realtors) shall submit with its Phase II 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.

1.4.10. EXPERIENCE

Proposers must demonstrate relevant experience in the planning, design, financing, construction, operation, and management of residential multi-family housing developments of similar scale and complexity. Proposers should include descriptions of recently completed and/or currently operating projects that illustrate this experience, including the proposer's role and responsibilities. Experience working with higher education institutions or other public-sector partners is desirable.

1.4.11. 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.

1.4.12. BID BINDER

Each Phase II proposal must be accompanied by a proposal binder in the form of a certified or cashier's check or bid bond in the amount of $50,000.00 offered by Proposer (to be included in the sealed envelope marked "Bid Binder"). If APSU accepts the Proposer's proposal and enters into a lease with the Proposer, the Bid Binder shall be returned to the Proposer or applied to the rental payment requirements of the lease, as appropriate. If the successful Proposer fails to or refuses to enter into the lease within the time allowed, then Proposer's Bid Binder shall be forfeited, and APSU shall be entitled to retain it. The checks and bonds of unsuccessful Proposers shall be returned promptly after a decision has been made not to proceed further with such Proposer.

1.4.13. UNIVERSITY BRANDING

APSU 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 APSU, which approval shall not be unreasonably withheld. Proposer and APSU agree to negotiate and resolve in good faith any disputes relating to all such marketing materials.

1.4.14. UNIVERSITY PARTICIPATION

APSU's participation in the Development is limited to the property to be leased, the Leased Premises, under negotiated terms and conditions. APSU may assist the Proposer in obtaining the pertinent documentation for the financing of the Development contemplated by this RFP, as may be determined appropriate during negotiations. Proposals that are contingent on receiving financial assistance in any form from APSU shall not be considered. The selected Proposer shall be required to provide all financing for the construction of the Development and operating expense and to provide deposits or surety to guarantee required performance.

1.4.15. RELATIONSHIP OF THIS RFP AND RESPONSE TO RFP TO LEASE

The terms and conditions described in this RFP shall survive the execution of the Ground Lease Agreement between the parties (the "Lease Agreement"). The RFP and the response to RFP that is selected will be incorporated by reference into the Lease Agreement. Where there is a conflict between the terms of the Lease Agreement and/or RFP and the terms of the response to the RFP, the terms of the Lease Agreement shall govern.

1.5. 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 APSU 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.

1.6. RFP Communications

1.6.1. APSU has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

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

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

Austin Peay State University
Division of Finance & Administration
Procurement Services
Attn: Patricia Walton
PO Box 4638
Clarksville, TN 37044
Phone: (931) 221-7573
Email: waltonp@apsu.edu

1.6.2.2. The following individual designated by APSU 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:

Austin Peay State University
Office of Institutional Culture Attn: Jolan Baldwin
601 College Street
Browning Building
Clarksville, TN 37044
Phone: (931) 221-7160
Email: baldwinj@apsu.edu

1.6.3. Only APSU'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.

1.6.4. Proposers must ensure that APSU receives all written comments, including questions and requests for clarification, no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.5. Proposers must assume the risk of the method of dispatching any communication or proposal to APSU. APSU assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to APSU by a specified deadline date will not substitute for APSU's actual receipt of a communication or proposal.

1.6.6. APSU will convey all official responses and communications related to this RFP to the potential Proposers from whom APSU has received a Notice of Intent to Propose (RFP Section 1.10).

1.6.7. APSU 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 APSU.

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

1.6.9. Any data or factual information provided by APSU (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. APSU 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.

1.7. 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 2, Schedule of Events.

1.8. Proposer Required Review of Waiver of Objections

1.8.1. Each Proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.4., Form of Ground Lease Agreement, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").

1.8.2. Any Proposer having Questions and Comments concerning this RFP must provide such in writing to APSU no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.

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

1.9. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential Proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Austin Peay State University
Morgan University Center Room 307 at 2:00 pm - site visit to follow
601 College Street
Clarksville, TN 37044

The purpose of the conference is to review the terms of the RFP and Agreement. APSU will entertain questions; however potential Proposers must understand that APSU'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 2, Schedule of Events. APSU will send the official response to questions to potential Proposers as indicated on the date detailed in the RFP Section 2, Schedule of Events.

1.10. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential Proposers are required to submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple 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 mailing address, telephone number, facsimile number, and e-mail address.

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

1.11. Proposal Deadline

A Proposer must ensure that APSU receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. The proposal must respond, as required, to this RFP (including its attachments), as may be amended. APSU will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal. Proposals may be delivered in person, by United States mail, or other couriers. Facsimile and electronically transmitted (email) Proposals are not acceptable. It is the Proposer's responsibility to ensure that its proposal is mailed or delivered in sufficient time to arrive at APSU's Purchasing Department by the submission deadline.

1.12. Developer Selection Process

This RFP includes a three-phase selection process.

In Phase I, APSU will accept proposals addressing the Proposer's team composition, organizational approach, financial capability, conceptual master plan, preliminary development program, parking approach, management concept, faculty/staff conceptual housing support approach, retail approach, preliminary schedule, and examples of comparable completed projects.

Phase II will provide APSU with the opportunity to receive additional materials from, and to interview, a select group of the most qualified Proposers from Phase I. In this phase, shortlisted finalists will be invited to submit and present more detailed development, financial, operational, leasing, and partnership proposals.

The final phase of this process will be when APSU and the best evaluated Proposer negotiate the terms of the Lease, including any master plan and operations negotiations.

2. SCHEDULE OF EVENTS

2.1. RFP Schedule of Events

EVENT	TIME	DATE (all dates are APSU business days)
1. RFP Advertised		June 1, 2026
2. Disability Accommodation Request Deadline	+5 days	June 5, 2026
3. Pre-proposal Conference Location: Morgan University Center Room 307 email waltonp@apsu.edu for more details if you have not already received an email.	+8 days	July 16, 2026 @ 2:00 PM ~~June 24 11, 2026~~
4. Property Viewing/Inspection Location: Lot 26 210 College Street email waltonp@apsu.edu for more details if you have not already received an email.	+0 days (immediately following Pre-proposal conference)	July 16, 2026 @ 2:00 PM ~~June 24 11, 2026~~
5. Written "Questions & Comments" Deadline	+21 days	August 12, 2026 ~~July 27 16, 2026~~
6. APSU Response to Written "Questions & Comments"	+4 days	August 26, 2026 August 10 July 30, 2026

7. Notice of Intent (NOI) to Propose	+14 days	September 23, 2026 ~~July 7 June 25, 2026~~
8. Proposers due diligence period including final request for property viewing/inspection	+60 Days	~~October 9 September 29~~, 2026 **October 30, 2026**
9. **Phase I Proposal Deadline**	+0 Days	~~October 9 September 29~~, 2026 **October 30, 2026**
10. APSU Opening of Phase I Proposals	+1 Day	~~October 14 September 30~~, 2026 **November 9, 2026**
11. APSU Completion of Phase I Evaluations and Notice of Proposers Selected for Phase II Evaluations and Interviews Issued	+34 Days	~~November 3, 2026~~ ~~November 20, 2026~~ **December 4, 2026**
12. **Phase II Proposal Deadline**	+63 Days	~~January 5, 2027~~ **January 26, 2027**
13. APSU Opening of Phase II Proposals	+1 Day	~~January 6, 2027~~ **January 29, 2027**
14. Interviews of Phase II Proposers	+14 Days	~~January 20, 2027~~ **February 10, 2027**
15. APSU Completion of Phase II Evaluations, Evaluation Notice Issued and RFP Files Opened for Proposer Inspection	+21 Days	~~February 10, 2027~~ **March 3, 2027**

16. If applicable, University Completion of Final Negotiations	+120 Days	~~July 8, 2027~~ **July 29, 2027**
17. APSU Notice of Intent to Award Issued	+1 Day	~~July 9, 2027~~ **July 30, 2027**
18. Executive Sub Committee of the State Building Commission Approval Sought	+28 Days	~~August 6, 2027~~ **August 27, 2027**
19. Lease Agreement is circulated to successful Proposer for signature	+7 Days	~~August 13, 2027~~ **September 3, 2027**
20. Lease Agreement is circulated to APSU and State for signature	+7 Days	~~August 20, 2027~~ **September 10, 2027**

2.2. **APSU reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events prior to issuance of the Evaluation Notice shall constitute an RFP amendment, and APSU will communicate such to potential Proposers from whom APSU has received a Notice of Intent to Propose (refer to RFP Section 1.10).

3. GENERAL INFORMATION

3.1. 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 RFP Attachment 6.3.

3.2. Proposal & Proposer Prohibitions

3.2.1. A Proposal must not result from any collusion between Proposers. APSU 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, APSU will consider any such actions to be grounds for proposal rejection or Lease Agreement termination.

3.2.2. 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 APSU determines that a Proposer has provided such incorrect information, APSU may deem the Proposer's proposal non-responsive and reject it or terminate the Lease Agreement.

3.2.3. APSU 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:

3.2.3.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.2.3.2 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

3.2.3.3 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.

3.3. 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 2, Schedule of Events unless such is formally requested, in writing, by APSU.

3.4. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, 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.

3.5. Proposal Preparation

This RFP does not commit APSU 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.

4. GENERAL LEASING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

APSU 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, APSU will consider whether it would negatively impact the ability of potential Proposers to meet the proposal deadline and will revise the RFP Section 2, Schedule of Events if deemed appropriate. If an RFP amendment is issued, APSU will convey it to potential Proposers who submitted a Notice of Intent to Propose (RFP Section 1.810). A Proposer must respond, as required, to the RFP, including all attachments and amendments.

4.2. RFP Cancellation

APSU reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. University Right of Rejection

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

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

4.4. Disclosure of Proposal Contents

4.4.1. Each proposal and all materials submitted to APSU in response to this RFP become the property of the Austin Peay State University. 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.

4.4.2. APSU will hold all proposal information in confidence during the evaluation process.

4.4.3. 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).

4.5. 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 APSU and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.6. 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 Attachment 6.2).

5. PROPOSAL REQUIREMENTS, EVALUATION & LEASE AWARD

5.1. Evaluation Process

The proposal evaluation process is designed to award the 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 Lease Agreement requirements, and the integrity and reliability that will assure good faith performance.

5.2. Clarifications

APSU 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 APSU and shall be in accordance with all policies of APSU and/or State of Tennessee

5.3 Phase I Requirements & Evaluation

To be considered, a Phase I proposal must be received by the date specified in Section 2.1, RFP Schedule of Events. APSU will not accept Phase I proposals received after the deadline. Phase I proposals should be submitted to the RFP Coordinator at the address listed on page 6. A cover letter (RFP Attachment 6.1), 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 Attachment 6.2, Mandatory Requirements must be also completed.

Responses to Phase I of this RFP should be clear, concise and organized; meet the Mandatory Requirements; and be organized in the major areas described below. Phase I submissions should present conceptual approaches sufficient to demonstrate feasibility, experience, and alignment with APSU's objectives. Additional detail will be requested from shortlisted Proposers during Phase II. Phase I submissions shall not include detailed financial modeling, pricing structures, or lease economics beyond conceptual feasibility.

5.3.1. Mandatory Requirements. The RFP Coordinator will review each Phase I Proposal to determine compliance with RFP Attachment 6.2., 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 Austin Peay State University who will review the proposal and document his/her determination of whether:

a. the proposal adequately meets requirements for further evaluation;

b. APSU will request clarifications or corrections for consideration prior to further evaluation; or,

c. APSU will determine the proposal non-responsive to the RFP and reject it.

5.3.2. Organizational Qualifications/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:

5.3.2.1 Experience: A summary portfolio for each principal member of the development team must be provided. The summary should focus on the development of projects (if any) that are comparable in size, complexity, quality and scope, including a list

of all such projects started and completed during the past five years and identification of any joint venture partners. The proposal must include photographs and brief descriptions of the projects, including the date of completion, location, concept, land uses, size and construction costs; the name of the current owner of the project and the date of sale should be included if applicable. The selected Proposer will be required to use architects and other team members who are familiar with the design and construction of multifamily residential developments. Describe experience working with similar clients (e.g., state colleges or universities).

5.3.2.2 Organizational Approach to the Project: The community aspects of this project should be reflected in the proposal. These include coordination with the APSU Campus Master Plan, building siting, building massing, landscaping, site development, and any other general planning consideration normally associated with a Development of this size and nature. The organizational and management approach utilized by the development team in prior projects of similar scope must be outlined, as well as the proposed relationship with APSU during the design and construction of the Development.

5.3.3. Financial Capability. The response must demonstrate clearly the Proposer's financial capability to construct, operate and maintain the Development. Additionally, each proposal must detail previous experience in financing projects of a similar nature and magnitude, bank and credit references, annual reports, percentage of ownership, statement of net worth and such other references as the Proposer deems relevant in response to this item.

5.3.4. Preliminary Schedule. In this phase, the Proposer must provide a schedule 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 APSU; start of construction of shell; completion of construction of shell; start of construction of interior improvements; and completion of the Development.

5.3.5. Management and Operating Plan. The Proposer must provide a summary of how the Development will be operated and managed once construction is complete. Provide examples of previous experience with developments of similar size, complexity, quality, and scope. If available, provide a representative sample tenant lease from a comparable development project.

5.3.6 Conceptual Design. The proposal must provide a conceptual Master Plan for the site, listing required adjacencies, proposing a general design concept for the buildings (including an anticipated number of floors) and approximate gross square footage; bubble diagrams and the like should be used to illustrate the proposed conceptual plan. A site plan sketch must be included indicating possible density, site coverage, circulation patterns, service vehicle access, and provisions for parking, whether on-grade or in a parking structure.

5.3.7 Parking Solution. Proposers should provide a conceptual parking approach sufficient to demonstrate the feasibility of supporting the proposed residential density and anticipated resident needs.

APSU encourages creative solutions that balance operational feasibility, cost, and resident experience. Parking solutions must be sufficiently developed and agreed upon prior to execution of the Ground Lease Agreement.

5.3.8 Use by APSU Faculty and Staff. Meeting the housing demand by APSU faculty, and staff

is a priority. Proposals should describe the Proposer's conceptual approach to supporting APSU faculty and staff housing needs. For example, proposals could include the number of beds that may be offered on a priority basis; a potential rental rate range; and/or other considerations beneficial to APSU.

5.3.9 Ground-Floor Retail. The Development is expected to include active ground-floor retail space. The first floor shall be programmed for retail use, with preference given to neighborhood-serving retail, including a grocery or fresh-market concept or pharmacy. Proposers should describe the anticipated square footage, tenant strategy, and approach to securing and operating such retail uses.

Note: Financial consideration to APSU, including proposed ground lease rent or other remuneration, shall not be included in Phase I submissions. Such information will be requested from shortlisted Proposers during Phase II and will form part of the basis for evaluation and subsequent lease negotiations.

Proposal Evaluation Team members will independently evaluate each Phase I Proposal (that the RFP Coordinator has determined satisfies the Mandatory Requirements) and rank them in order from best evaluated to lowest evaluated providing a written rationale for each rank level and deposited with APSU for safekeeping until the completion of the evaluation of the Phase I responses. The RFP Coordinator may call the references provided by the Proposer in response to RFP Attachment 6.2, Mandatory Requirements and will share all information provided by the references with the Proposal Evaluation Team for their consideration as part of the Phase I evaluation.

The Proposal Evaluation Team will then meet to discuss the results of their evaluations. At this meeting, of the Proposal Evaluation Team discuss their evaluations of the merits of each proposal based on the criteria listed above and will select no more than the five (5) highest ranking to continue to Phase II of the evaluation process. The selected proposals will then be notified that they have been chosen to continue on to Phase II of the evaluation process. No Proposer offering a proposal that the Proposal Evaluation Team determines does not set forth the basis for a Development that will be acceptable to APSU will be selected to continue to Phase II of the evaluation process.

5.4. Phase II Requirements & Evaluation

Phase II introduces financial consideration to APSU, including proposed ground rent or other remuneration. To be considered, a Phase II proposal must be received by the date specified in Section 2.1, RFP Schedule of Events. APSU will not accept Phase II proposals received after the deadline. Phase II proposals should be submitted to the RFP Coordinator at the address listed on page 6. Phase II submissions should expand upon the conceptual approaches presented in Phase I and provide the additional technical, financial, operational, and business information necessary for APSU to identify the best-evaluated proposal.

Phase II introduces financial consideration to APSU, including proposed ground rent or other remuneration. In this phase, each Proposer will update and refine its Phase I proposal, as necessary, and provide additional details in response to the requirements below and address the following issues in the Phase II proposal submittal. Proposers selected for Phase II evaluation will also participate in an interview with the Proposal Evaluation Team, its technical advisors and the RFP Coordinator. The purpose of the interview is to more fully understand the Proposer's plans for the Development. The RFP Coordinator will schedule Proposer interviews during the period indicated by the RFP Section 2, Schedule of Events. APSU will maintain an accurate record of each Proposer's interview session. The record of the Proposer's interview shall be available for review when APSU opens the procurement files for public inspection.

Phase II evaluation will focus on the feasibility, financial strength, program quality, and long-term partnership value of each proposal.

5.4.1. Functional and Space Program. Proposals must include a list of spaces indicating the configuration and number of units. An estimate of the parking requirements for residents, guests, employees and service vehicles must be provided and planned for. Total outside gross square footage for all components and the Development must be provided.

5.4.2. Refined Design. In this second phase, the Proposer will present a refined master plan design of the site that addresses key features. These features include, but are not limited to: traffic circulation, building heights, footprints, adjacencies, open and public spaces, amenities, a proposed structural system and construction methods, finish options, exterior appearance, interior appearance of public spaces and typical units, and the feasibility, innovation, and marketability of the proposed parking solution, including accessibility and impact on resident convenience.

During the Phase II discussions, and in its sole discretion, APSU may seek modifications to the plans and specifications. The plans and specifications submitted by the selected Proposer, and any modifications thereto, would become part of the lease between APSU and the Proposer.

5.4.3. Schedule. Proposers must provide a refined schedule indicating at a minimum the dates for the following: site plan submittal; completion of design development and outline specifications; dates for review by APSU; start of construction of shell; completion of construction of shell; start of construction of interior improvements; and completion of Development. APSU shall have the right to modify this schedule, which would become a part of the lease or other agreement(s) between APSU and the Proposer.

5.4.4. Capital Financing Plan. Proposals must include a complete and detailed plan for the financing of the Development. Data must include a preliminary (but itemized) cost schedule, including all soft or indirect costs, and the source and terms of the projected financing.

5.4.5. Operating and Financial Plan. Developers must clearly identify the planned management and organizational structure for operation of the Development. This identification, in the form of an organizational chart and supporting materials, must indicate the relationship of the operating organization to the Proposer, including any partnership structure, third-party management arrangements, or lease assignment relationships.

The Proposer must also describe how maintenance and repair of the Development will be handled and provide a planned schedule and approach for capital renewal over the term of the lease.

Detailed financial pro formas for the project must be provided identifying projected development costs, revenues, construction capital requirements, working capital requirements, operating costs, management fees, debt-service requirements, and projected net operating income. The pro forma must cover at least the first ten (10) years of operation.

Additionally, the Proposer must provide its last three fiscal year annual financial statements reviewed or audited by a chartered accountant or certified public accountant. Similarly audited financial statements of members of the Proposer's partners, parent corporation, guarantors, or other financially responsible entities supporting the Development must also

be provided, if applicable.

Proposals must specify proposed ground-rent amounts and any other proposed remuneration to APSU, which will serve as part of the basis for evaluation in Phase II and negotiations during the final phase of the selection process. Proposed financial consideration to APSU will be evaluated in combination with project feasibility, program quality, and long-term partnership value and will not be evaluated as a stand-alone factor.

Proposals must also specify proposed terms and conditions supporting APSU faculty and staff housing needs. For example, proposals could include the number of units that would be offered to faculty and staff on a priority basis; proposed rental rate ranges; and/or other considerations beneficial to those affiliated with APSU.

5.4.6. Lease Mark-Up. Proposers should submit a marked-up version of RFP Attachment 6.4, Form of Ground Lease Agreement for review by the Proposal Evaluation Team. The mark-up will serve as the basis for negotiations of a lease if the Proposer is selected as the best evaluated Proposer.

5.4.7. Additional Information. During the evaluation of the proposals, APSU reserves the right to request additional information from Proposers.

Proposal Evaluation Team members will independently evaluate each Phase II Proposal and rank them in order from best evaluated to lowest evaluated. In performing such independent evaluation, Proposal Evaluation Team members will take 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, design, and parking solution; (4) proposed business terms (land rent on ground lease and/or other remuneration); (5) ability to finance the project; and (6) quality of anticipated relationship between the Proposer and APSU over the term of the lease, including terms to ensure APSU faculty and staff needs are met. No individual criterion shall be interpreted as having a fixed or numeric weight unless otherwise stated.

The Proposal Evaluation Team will then meet to discuss the results of their independent evaluations (the "Phase II Meeting"). At the Phase II Meeting, the Proposal Evaluation Team will discuss their evaluations of the merits of each proposal based on the criteria listed above, comparing the advantages and disadvantages of each proposal and will determine collectively the proposal deemed to be in the best interest of APSU (the "Best Evaluated Proposal") and rank them in order. The RFP Coordinator will attend the Phase II Meeting to take notes and the RFP Coordinator will place a written summary of the discussion of the Proposal Evaluation Team at the Phase II Meeting in the procurement file. Upon determination of the Best Evaluated Proposal, APSU will issue an Evaluation Notice to all Proposers identifying the Proposer selected to proceed to Phase III of the evaluation process.

APSU 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.

5.5. Phase III – Finalist Negotiation

In this final phase of the RFP, the Proposer submitting the Best Evaluated Proposal will be invited to enter into negotiations with APSU regarding the terms of the Ground Lease Agreement and

related development and operating commitments.

During Phase III, APSU may request clarification, refinement, or modification of the Proposer's Phase II submission as necessary to finalize mutually acceptable lease terms, development program elements, financial arrangements, schedule commitments, and operational responsibilities. The parties will act in good faith to reach agreement on the final terms of the Ground Lease Agreement.

If APSU and the Proposer submitting the Best Evaluated Proposal are unable to reach agreement within a timeframe determined by APSU to be reasonable, APSU reserves the right to terminate negotiations and initiate negotiations with the Proposer submitting the next Best Evaluated Proposal, and so on, until an agreement is reached or APSU elects to terminate the procurement process.

Selection of a Best Evaluated Proposal does not constitute contract award or create any binding obligation on APSU. No agreement shall be binding unless and until approved by APSU and executed by authorized representatives of the parties.

APSU reserves the right to discontinue negotiations at any time if it determines that doing so is in the best interest of the University.

5.6. Lease Award Process

5.6.1. After completion of Phase III of the evaluation process, the RFP Coordinator will issue a Notice of Intent to Award to all Proposers naming the recommended Proposer and forward the lease to the proper officials of APSU 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 (the "ESC") 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 APSU that the lease proposed by recommended Proposer is in the best interest of APSU, the President of APSU shall request approval of the documents by the ESC.

5.6.2. The Proposer identified in the Notice of Intent to Award must sign a lease drawn by APSU pursuant to this RFP. The lease shall be substantially the same as the RFP Attachment 6.4., Form of Ground Lease Agreement except as modified by APSU after taking into account the results of the negotiations, if any. The Proposer must sign the lease no later than Lease Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed lease by the deadline, APSU may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.7. RFP Files Open

APSU will make the RFP files available for public inspection on the date specified in the RFP Section 2, Schedule of Events. The files will remain open for public review from that date.

5.8. Protest Process

Any protests or appeals related to this RFP or the Notice of Intent to Award shall be submitted in writing to APSU within the time period specified in the solicitation. Protests will be reviewed and addressed in accordance with applicable Austin Peay State University procedures and governing State of Tennessee requirements.

If required by applicable law or oversight authority, protest matters may also be reviewed in accordance with State Building Commission policies and procedures. APSU reserves the right to

determine the appropriate protest review process based on the nature of the solicitation and governing regulations.

5.9. Lease Approval and Lease Payments

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

5.9.2. No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State and Austin Peay State University.