REQUEST FOR PROPOSALS

Public-Private Partnership for Student Housing

Located in:
Clarksville, Montgomery County, Tennessee

RFP #26-001

Austin Peay State University
September 11, 2026

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Section 1: Introduction

1.1 Statement of Procurement Purpose

Austin Peay State University (“APSU” or “the University”) is seeking proposals from qualified developers to deliver a transformative new student housing facility on APSU-owned property for occupancy in Fall 2029. 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.

The University is focused on both the strategic and financial benefits of this project which will be described in more detail later in this RFP. The facility will enable APSU to meet an important need for on-campus student housing and position the University for future growth, while supporting APSU’s strategic vision for the student experience. Simultaneously, APSU seeks to transfer appropriate development and operating risks while participating in project net cash flow. The project 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 (“Developers or Proposers”) to enter into a customized public-private partnership with the University to deliver this critical asset.

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 APSU.

The RFP will include three (3) steps. Initially, Proposers are asked to submit their experience, technical capabilities, and project approach (including the proposed program, preliminary site plan, general schedule, and operating and financial plan). Short-listed respondents will then be asked to submit proposals with graphic documents and renderings, a project budget, partnership structure details, and an updated implementation schedule. After evaluating proposals, the University may down-select two or more 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 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 the University in this RFP may be rejected.

1.2 Austin Peay State University

Austin Peay State University, approaching its 100th anniversary in 2027, is a growing comprehensive public regional institution in rapidly growing Clarksville, Tennessee which is Northwest of Nashville and in close proximity to Fort Campbell, Kentucky (the second largest base in the armed forces). With a 10-member Board of Trustees at present, the University’s Strategic Plan looks to highlight and build on the Austin Peay experience. More about the University strategic plan can be found at this link: https://www.apsu.edu/strategic-plan/ .

Austin Peay State University occupies a site that has served the cultural and educational needs of the Clarksville-Montgomery County area for more than 200 years. Clarksville is the state’s fifth-largest city and is home to Tennessee’s youngest population. It is among the fastest-growing cities in the nation. The school is named after former Tennessee Gov. Austin Peay, a Clarksville native. Austin Peay is a four-year public, doctoral-level university committed to meeting the needs of Tennessee and the southeastern United States. In recent years it has seen significant enrollment growth, including another record-breaking enrollment in Fall 2025.

APSU is the state's largest provider of higher education to military-affiliated students, with 2,422 military-related students enrolled in Fall 2021. In 2015, the Tennessee Higher Education Commission (THEC) honored the University's support of this population by naming Austin Peay a Veterans Education Transition Support (VETS) Campus. According to THEC, VETS Campus certification is awarded to higher education institutions that "not only prioritize outreach to veterans but successfully deliver the services necessary to create a supportive environment where student veterans can prosper while pursuing their education." APSU's Army Reserve Officer Training Corps (ROTC) was named a MacArthur Award recipient in 2020, placing it among the top eight programs in the country for the eighth time in the program's history.

APSU has launched a new student affairs strategic plan to inspire and transform the campus life experience of students through co-curricular engagement, building community and belongingness and supporting a healthy well-being as they achieve student success. APSU offers the state's best housing facilities, a dining facility that opened in Fall 2024, a university center as the epicenter of student services, and a 78,000-square-foot Foy Fitness and Recreation Center that contribute to a thriving student experience that host over 150 student organizations.

The Austin Peay Experience also includes championship competition in the ASUN Conference in NCAA Division I. A traditional powerhouse in men's and women's basketball, baseball, volleyball and men's golf, the University competes in 16 sports. As a member of the ASUN Conference, APSU student-athletes compete in the classroom with an average student-athlete grade point average above 3.0 and in sports at the highest levels. This includes recent back-to-back football conference championships (2022 and 2023).

The University's Department of Capital Planning, Design, and Construction supports campus with the administration of their capital improvement programs and coordinates campus real estate transactions.

1.3 Development Advisor

APSU has 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.

1.4 Project Description and Strategic Value

The University seeks to deliver approximately 400 to 600 apartment beds on a parking lot site close to F&M Bank Arena and downtown Clarksville (currently dubbed "Lot 30"). The site is easy walking distance to the APSU Welcome Center and bookstore, Military Family Resource Center, and the Downtown Commons. The target market for the development will be primarily returning undergraduate students (sophomores, juniors, and seniors), although the University perceives that this could also be a resource for graduate students. This project will enable APSU to support its enrollment growth while ensuring the long-term availability of housing options for upper-class students. Enhancing the urban fabric of Clarksville and strengthening the connection between campus and downtown will also be important benefits.

This "Lot 30" project is a broader expansion and modernization strategy for APSU's housing inventory. The "Lot 30" Project will enable the University to accommodate modest planned enrollment growth by expanding housing capacity, while also fostering student retention and supporting graduation rates by providing modern, purpose-built housing that meets the needs of returning students.

Proposers are encouraged to optimize the site and present development concepts within this range that best balance affordability, operational efficiency, long-term financial sustainability, student experience, and overall project value. The University reserves the right to determine the final bed count during negotiations based on market demand, project economics, design considerations, and institutional priorities.

In particular, as the Clarksville area continues to see substantial population growth, the traditional pathways for returning students to rent off campus are becoming more difficult to follow. A little less than half of full-time student renters live in an apartment (either general multifamily or student-focused), with the remainder renting houses or rooms in houses in the Clarksville shadow market. With Clarksville increasingly viewed as a commuter suburb for metro Nashville and the housing pipeline failing to keep up with households moving to the area, students are facing increasing competition for housing. APSU must ensure that returning students can continue to access housing close to campus and its supportive infrastructure for student success.

Additional information regarding demand for APSU housing can be found in Appendix B – Market Study. Demand projections are based on rental rates tested in a student survey. However, APSU is interested in receiving responses to this RFP that highlight opportunities to further reduce rental rates for the project.

The Project will be constructed on a site adjacent to existing campus facilities and in close proximity to an all-new arena and developing downtown Clarksville amenities. The selected site for this project, Lot 30, is intended to further the densification and revitalization of downtown Clarksville while strategically locating new housing within reach of academic and student support facilities.

Student housing delivered through a public-private partnership must meet the strategic goals of the University Housing system, including expanded access to on-campus housing:

1. The “Lot 30” Project will ensure continued access to APSU’s residential experience for returning upper-class students, as well as some sophomores, supporting both enrollment growth and capital improvements.
2. 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 and fostering a sense of community and support.
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 Project to be financially successful, APSU’s institutional mission requires them to provide a financially accessible education to all students. In support of these strategic objectives, APSU desires to maintain control over residential rental rates that can be charged for the Project by requiring approval of initial rates and influence over subsequent increases sought by the Developer.

Section 2: Existing Conditions

2.1 Enrollment

APSU has purposefully implemented the initial stages of strategic plans developed both for the University as a whole (https://issuu.com/apsugovs/docs/2022-strategic-plan) and for Student Affairs specifically (https://issuu.com/apsu/docs/student_affairs_strategic_plan), with impacts that include growing enrollment by approximately 1,200 students (12%) in the last two years. First-time in college ("FTIC") freshmen enrollment remained stable coming out of COVID and has recently begun to climb. Improving retention of returning undergraduates is also driving growth, with some moderate increases in graduate enrollment as well. APSU's student body is approximately 60% female and approximately 11% from outside the state of Tennessee.

Figure 1. Five-Year Fall Enrollment History

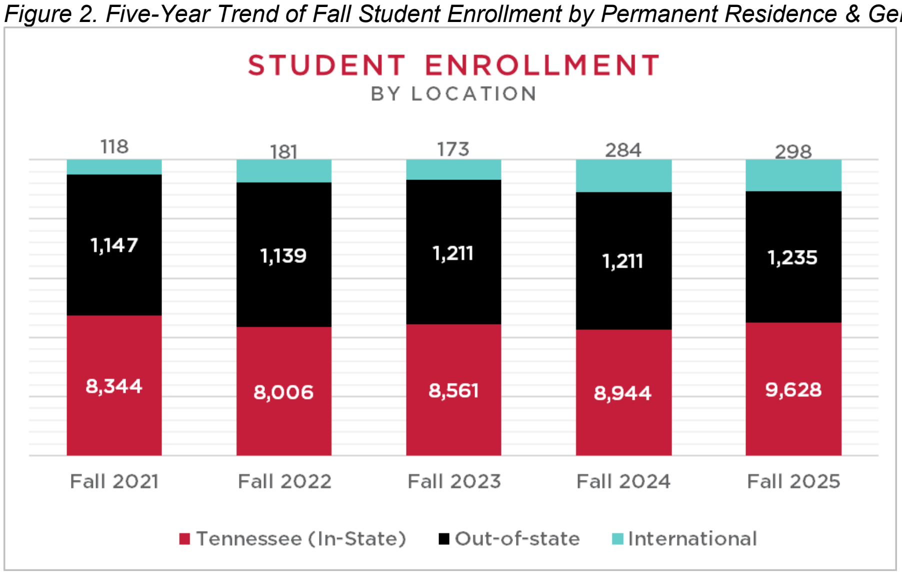
Fall Enrollment by Classification

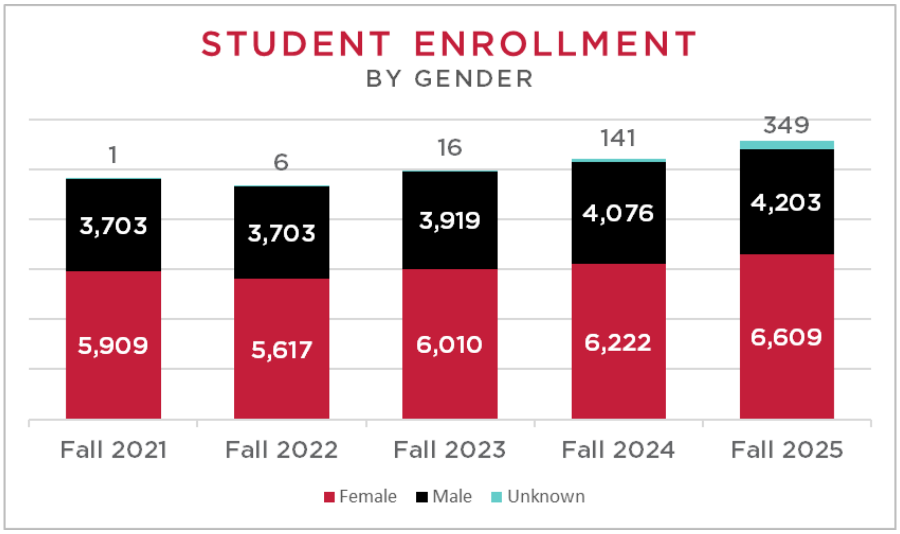
Classification	Fall 2021	Fall 2022	Fall 2023	Fall 2024	Fall 2025
First-Time Freshmen	1,429	1,465	1,645	1,677	1,847
Other Freshmen	644	604	659	704	722
Sophomore	1,383	1,362	1,440	1,463	1,607
Junior	1,626	1,454	1,518	1,572	1,674
Senior	2,408	2,169	2,103	2,144	2,306
Undergraduate Special*	928	1,066	1,222	1,366	1,437
Graduate Special**	34	40	101	136	117
Master's	1,098	1,104	1,197	1,311	1,386
Education Specialist	10	7	0	0	0
Doctoral	49	55	60	66	65
Total	***9,609***	***9,326***	***9,945***	***10,439***	***11,161***

**Undergraduate Special students are non-degree seeking students. Dual enrollment-students are classified as Undergraduate Special.*

***Graduate Special students are non-degree seeking graduate students.*

Figure 2. Five-Year Trend of Fall Student Enrollment by Permanent Residence & Gender





2.2 <u>Housing and Residence Life System</u>

The Housing and Residence Life bed inventory is summarized in the chart below. APSU operates 1,776 on- campus beds in 11 residence halls. All existing on-campus beds are owned by the University. APSU offers unit types in semi-suite (also called suite or hotel-style at APSU) and apartment-style configurations.

Housing and Residence Life 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. APSU does not offer designated graduate housing.

Beginning in Fall 2025, APSU implemented an enhanced first-year student housing experience, aimed at supporting both academic success and personal growth. Under the new policy, room assignments have been aligned with a development continuum: first-year students living on campus are required to live in community-style residence halls, while all apartment-style housing are designated for non-freshmen.

Housing and Residence Life employs approximately 65 resident assistants (RAs), at a ratio of roughly 40 beds per RA. RAs rent a single-occupancy bed at a double-room rate.

APSU housing inventory has historically maintained high occupancy rates but experienced temporarily lower demand after occupancy was intentionally reduced during the COVID epidemic in 2020. As of Fall 2024, housing vacancy rates had returned to their low pre- pandemic levels with high fall-to-spring retention. For Fall 2025, there is a growing waitlist for on-campus housing of over 400 students, prompting the University to pursue an off-campus master lease to help address the need for housing.

Figure 3. Bed Capacity and Occupancy Rate History

Res Hall	Type	Bed Capacity	Semester Rate	Fall 2021	Fall 2022	Fall 2023	Fall 2024	Fall 2025
Blount	Suite	82	$3,440	45%	71%	91%	97%	95%
Castle Heights	Hotel	426	$4,065	74%	80%	85%	91%	90%
Hand Village	Single	311	$4,195	83%	96%	95%	93%	89%
Harvill	Suite	56	$3,440	42%	35%	90%	91%	91%
Meacham Apts	Apt	164	$3,485	42%	52%	73%	82%	80%
GT North	Hotel	140	$4,065	67%	81%	84%	82%	86%
GT South	Hotel	140	$4,065	61%	74%	77%	95%	92%
Erikkson	Hotel	126	$4,065	74%	82%	84%	88%	83%
Sevier	Suite	170	$3,440	29%	51%	84%	92%	87%
Emerald Hill	Apt	121	$3,665	87%	78%	88%	97%	90%
Two Rivers	Apt	40	$3,485	66%	70%	68%	85%	88%
Total/Avg		**1,776**	**$3,765**	**61%**	**70%**	**84%**	**90%**	**91%**

2.3 Site Inventory

The proposed 1.6-acre site at the northeast corner of Main and Fourth Streets is near the core of the Clarksville Business District. The F&M Bank Arena is three blocks northwest, Downtown Commons is two blocks to the west, and many downtown shops and restaurants are located within a 5-block radius.

The University is not currently in possession of a survey or geotechnical evaluation of the site but will undertake these efforts to be provided later in this solicitation process. The cost of the survey work will be accounted for in the Developer's project budgets as a reimbursement to the University.

2.4 Parking and Roadway Improvements

The proposed site currently contains approximately 108 parking spaces. APSU provides parking for its on-campus residents at a ratio of roughly 60 spaces per 100 beds as part of its overall parking system and will treat resident parking in the Lot 30 project in the same manner. The new construction should efficiently provide approximately 59 parking spaces within the identified project site. The remainder of the parking spaces required to meet the system-wide ratio will be provided off-site. Developers should not assume capital costs for off-site parking. Developers should also assume that the University will retain all revenue and operating costs associated with parking.

2.5 Phasing and Construction Considerations

The logistics plan for the construction shall be coordinated with APSU. University Design and Construction office. A staging area will be provided for the construction project site, subject to collaboration between the Developer and the University. It is anticipated that contractor parking would be limited to street parking on Main Street and other nearby city streets.

2.6 Utilities and Infrastructure

The Developer will be responsible for delivering all utilities required to adequately service the Lot 30 Project independent of all existing campus utility infrastructure. Below is a summary of utilities that are expected for the Lot 30 Project.

2.6.1 Electrical

Electricity is available directly from Clarksville Department of Electricity (CDE) overhead distribution. The proposed building shall have a separate electricity meter.

2.6.2 Stormwater

Stormwater connections are governed by the City of Clarksville Streets Department. Generally, mitigation is required for a portion of the stormwater. The Project will be required to comply with City of Clarksville stormwater regulations.

2.6.3 Water

Domestic water is provided by Clarksville Gas and Water (CGW). Underground distribution is available near the proposed site. The proposed building shall have a separate water meter.

2.6.4 Chilled Water

This building will not be connected to a district chilled water system.

2.6.5 Steam

This building will not be connected to a district steam system.

2.6.6 Sanitary

Sanitary sewer piping is provided by Clarksville Gas and Water (CGW). The proposed building shall be connected to CGW sewer piping.

2.6.7 Telecom/Data

It is expected that the proposed building shall be connected to the APSU campus information technology network.

Section 3: Development Program

3.1 Program Overview

The Lot 30 Project will accommodate primarily non-freshman undergraduate students, with the potential to house some graduate students as well. As a result, the project must include thoughtful amenities and adjacencies in order to provide developmentally appropriate social and academic support for residents. Residential buildings should clearly establish appropriately scaled residential communities that foster student engagement and success.

Developers should optimize the density of beds on the site while proposing between 400 and 600 beds. Proposals should clearly justify the recommended bed count through market demand, financial feasibility, operational efficiency, and the overall student residential experience. Building designs must adequately respond to the scale and architectural style of buildings near the site across the street on the main campus and in downtown Clarksville. Buildings must also demonstrate a strategy for creating neighborhood-scaled communities through the design and programmatic components.

3.1.1 Residential Component Overview

A. Apartment Unit Requirements

The Lot 30 Project will comprise of apartment-style units, with a mix of 4-bedroom, 2-bath units and some studio units. Studio units should comprise no more than 20% of the unit mix.

The units will contain the following specific components, to be provided by the Developer:

1. The final configuration and distribution of residential units will be determined collaboratively by the Developer and the University during the design process, ensuring alignment with the Project's financial pro forma.
2. Each 4-bed unit will consist of four (4) bedrooms with one (1) individual bed, two (2) shared bathrooms, a common living area, and a kitchen. Studio units will have a private living space with a bathroom and kitchen.
3. At a minimum, each bathroom serving these units will include the following facilities:
    a. One (1) toilet /shower room, lockable door in compliance with applicable fire codes
    b. Monolithic shower enclosure with shaving ledge included
    c. All fixtures to be low flow to support water reduction initiatives
    d. A mirrored vanity with solid surface sink, electrical plugs, and concealed storage.
    e. Towel Bars will be provided in student rooms.
4. All 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. APSU must approve all furnishings. Each unit will include:
    a. One (1) full size bed per occupant
    b. One (1) desk per bed
    c. One (1) chair per desk
    d. One (1) set of four drawers per bed
    e. One (1) doorless closet per resident

5. In-unit common living areas will be furnished with a living room sofa, coffee table, chair, and end table.

6. Kitchens should be furnished with:
    a. Kitchen table and/or kitchen island seating per plan and with accessibility considerations.
    b. Kitchen cabinetry of high quality.
    c. Solid surface kitchen countertops.
    d. A standard kitchen appliance suite to include an electric range, oven, microwave/vent hood, dishwasher and refrigerator.

7. The Developer should include in its proposal a cost to fully furnish each room, to be paid by the Developer.
8. Each unit will have one (1) IT wire drop per bed and wireless access throughout the unit.
9. Each window will include vinyl window blinds with blackout blinds provided where windows are adjacent to exterior site lighting;
10. 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);
11. Low VOC finishes will be used, with semi-gloss paint on walls and flat paint on ceilings;
12. Windows and lighting (LED) will be consistent with University standards.
13. LVT flooring in bedrooms, and ceramic tile in wet areas with adequate floor drains;
14. Peepholes to be provided at entry doors for each student room;
15. All entry doors must be keyed with a University standard electronic-access door lock; and
16. 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, APSU 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 Lot 30 Project should include the following common space elements:

1. (2) 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 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 with lockable gates/windows;
    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 40 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 150 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 that encourages students to interact with their peers and facilitates both programmed and organic activity. The lounge spaces 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, LVT or LVP flooring in rooms and 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 common area laundry facilities should be provided within each building.
    a. One washer/dryer pair will be provided by APSU's laundry vendor for every 30- 35 students with connections provided by the Developer.
    b. Stainless steel wash sink in laundry room, provided by the Developer.
14. Room numbering to be approved by APSU;
    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 APSU.
16. Power receptacles and data drops to be provided by Developer;
17. All interior room signage to match University standards.

3.1.2 Roadway and Parking Requirements

The Lot 30 Project site will contain approximately 59 spaces reserved for on-campus residents. 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.

3.1.3 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 Lot 30 Project residents and visitors.

3.2 <u>Additional Considerations</u>

3.2.1 Building

A. Exterior Requirements

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, lobbies, study areas, and multipurpose rooms on the first floor;
3. Exterior lighting to provide a minimum of two foot-candles across the site and five foot-candles near exterior entrances;
4. 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;
5. Exterior bicycle storage consistent with University standards;
6. Exterior benches, trash cans, bollards, tables and recycling containers consistent with University standards.
7. Design of emergency vehicle access and security access/maintenance access must meet University standards and applicable code requirements;
8. Design of vehicular access points to ease flow of residential move-in and move- out processes;
9. Clear signage on building exteriors, as well as wayfinding throughout the building(s) and surrounding grounds; and
10. Grounds, pedestrian pathways and landscaping design consistent with design standards.
11. University is not interested in designs with flat roofs

B. Building System Requirements
    1. The building will have one (1) 300 SF minimum general storage room (Support Services);
    2. The building will have one (1) 150 SF minimum maintenance storage room (Maintenance);
    3. The building will have one (1) 150 SF minimum housekeeping storage room per floor;
    4. Access to attic or roof space from the interior to allow for repairs and cleaning, no flat roof designs permitted;
    5. Energy recovery units to allow for humidity control;
    6. Each building will have a domestic hot water recirculating system;
    7. 24-hour / 7-day emergency elevator response service;

8. Fire alarm and detection system according to current campus standards and code requirements;
9. Concealed fire sprinkler heads in all locations;
10. Water risers must be equipped with isolation valves to minimize impacts of water outages;
11. Overhead LED light fixture(s) in each bedroom and living room within student units;
12. Windows within student rooms will be operable with stops;
13. 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 access points, switches, and data closets. The wiring must conform to University OIT standards.
    b. Each residence room will be wired for a hospitality access point to be installed by University OIT.
    c. Each of the common spaces (capacity <=10, ex. study room) will be wired for a hospitality access point to be installed by University OIT.
    d. Each of the common spaces (capacity >10, ex. game room) will be wired for a ceiling mounted access point to be installed by University OIT.
    e. All predefined outdoor gathering locations will be wired to support an exterior access point mounted on the outside of the building to be installed by University OIT.
    f. Hall office should be the space where the building fire alarm system is located per campus Housing standard.
14. 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 (must tie into current Transact system);
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 APSU 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

APSU.

5. The building in the Lot 30 Project will require emergency power from a generator for all life safety loads and optional standby loads determined by APSU.
6. Grounds, pedestrian pathways and landscaping design consistent with design standards.

3.3 Design Objectives

APSU 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 Lot 30 Project must be designed substantially in accordance with APSU design standards and guidelines, which are found at this link.

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 Board of Trustees, the State Building Commission (SBC), the Office of the State Fire Marshall, and the City of Clarksville.

3.4 Financial Objectives

As noted above, APSU and the University are seeking a Developer partner that will bring creative financing solutions. For the Lot 30 Project, APSU seeks financing options that will enable an optimized capital strategy consistent with long-term ownership of the assets, affordability for students, and University control over key components of facility operations.

3.5 Operational Objectives

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 University will charge the project $690 per bed for the services specified in Section 3.6 below. If the developer believes they can provide these services at a lower cost, they are encouraged to propose an alternative.

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 APSU 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, APSU 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.

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 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 APSU's operating system, which requires that the University must perform all on-going IT-related service maintenance within the Project. Note that funding for IT infrastructure replacement reserves will be the responsibility of the project, not APSU, and will be fully funded by the Developer through a dedicated reserve fund.
5. Key Control and Work Order Management
    a. Key Control – APSU will oversee the inventory and distribution of all residence hall keys, including maintenance of University Housing's key database. University Housing will collaborate with APSU 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 APSU community can submit facility work order requests through Facilities Service's system. On-campus residents can request housing-related work orders through the University's specific housing 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. If it's more advantageous for the Developer to operate it the university may require the Developer to integrate with the University's work order management system.

3.6 Customized Shared-Services Arrangement

Within the Lot 30 Project, the University and Developer will have customized shared responsibility as outlined below.

3.6.1 University Responsibility

- Leasing and Assignments, Billing / Collections, Marketing, Summer Conference Housing, and Residence Life Operations & Programming
- Key Control
- Information Technology Recurring Management and Service Operations
- Information Technology - Infrastructure Replacement Installation

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

3.6.2 Developer Responsibility

- Custodial, Facility Maintenance, and Landscaping Services / Contracts
- Maintenance of insurance
- Asset Management

Other components, such as insurance and work order management (See Section 3.5.1.5) 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.

3.7 Non-Housing Operations

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

Section 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 the University'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:

1. Define the pre-development work to be pursued;
2. Establish a list of anticipated agreements for the Projects and the timeline for completion of the creation of these agreements;
3. Establish a budget and schedule for completing the pre-development work, including design and regulatory approval milestones;
4. Provide for the Developer's access to the project site(s);
5. Establish a target standard for project feasibility during the pre-development period, based on the Developer's BAFO;
6. 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. The University anticipates that the agreements governing the project, including those to which the University may not be a signatory, will include:

1. Ground Lease
2. Development Agreement
3. Management Agreement for the provision of University operations services
4. Facility Operations and Management Agreement for the provision of Developer operations services
5. Cooperation Agreement and/or others as appropriate
   Financing documents, including a Trust Indenture, Loan Agreement, and/or others appropriate for the partnership structure

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, and construct student housing developments on the identified site with the quality, amenities and pricing consistent with the University goals for residential life. The University and the Developer or Manager will operate and maintain the student housing development under one or more Management Agreements with the owner of the improvements.

The configuration and number of units will be defined by a University market study. 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.

A. Future Development Potential

The University reserves the right, but shall have no obligation, to engage the selected Developer in negotiations for additional student housing development(s) on University-owned property identified for future residential expansion. This opportunity may be exercised at any time within ten (10) years following execution of the Ground Lease for the Lot 30 Project and shall be contingent upon:

1. demonstrated student housing demand that supports additional residential capacity;
2. the successful planning, financing, construction, delivery, and operational performance of the Lot 30 Project;
3. the Developer maintaining a level of performance consistent with or exceeding the evaluation criteria and proposal commitments that resulted in selection under this procurement; and
4. all required approvals by the University, the Board of Trustees, the Tennessee State Building Commission, and any other applicable governmental authorities.

Nothing contained in this Request for Proposals, or any subsequent agreement, shall be construed as guaranteeing the Developer the award of any future project. Should the University elect to pursue the additional development, the University may negotiate project-specific terms with the selected Developer without conducting a new competitive procurement to the extent permitted under applicable law and State approval requirements.

4.3.2 Term

The terms of any agreement associated with the Project will be subject to negotiation based on overall deal structure and benefit to the University. 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 – Lot 30

A. Existing Conditions

Under Ground Lease, the Leased Premises are being leased as-is for development, with no representation regarding the environmental condition of the site. No warranties, either express or implied, are made as to its condition, state, characteristics, or fitness for a particular purpose or use. All implied warranties of habitability are hereby disclaimed.

Any 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 the opportunity to inspect the Leased Premises prior to taking possession and are required to acknowledge that they have had a full opportunity to inspect and evaluate the site for all relevant purposes prior to their proposal submittal. 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, if any, that are required by law to be removed or remediated for the Development.

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

Any testing, audits, appraisals, inspections, or non-invasive testing necessary or desired for proposal submission, shall be at the Proposer's expense.

Successful respondents to this RFP will have the opportunity to conduct further due diligence regarding the site as part of the pre-development process.

4.3.5 Form of Lease Payment

To the extent there is a Lease agreement, the Project 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 an upfront payment at financial close, guaranteed annual ground rent, lease rental, profit sharing, profit participation at the time of any sale of the Developer's ownership interests, or other similar revenue streams that align with market standards and benefit the University. 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 the lease agreement. Meeting the housing demand for University students is a priority and proposals should include terms and conditions that address these needs effectively.

4.3.6 Option to Purchase

The Ground Lease will include an option for the University to purchase the project prior to the expiration of the Ground Lease. The specific terms, timing, and conditions under which the purchase option may be exercised will be detailed in the Ground Lease Agreement.

4.3.7 Occupancy

The University does not expect to provide guarantees for minimal occupancy levels for the residential multi-family housing development, commit to first-fill terms, or otherwise financially subsidize the Development under the terms of the Ground Lease. Proposers should assess and include realistic occupancy projections in their proposals based on market research and the University's student housing demand.

4.3.8 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 also include the financial statements of any and all relevant parties involved in this development. Failure to comply with this requirement may result in rejection of the proposal. The information provided shall be a public record under T.C.A.§ 10-7- 501 et seq.

4.3.9 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 preferred.

4.3.10 Submittal for 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.

4.3.11 University Branding

The University shall have the right to approve all signs and materials used by the Proposer to promote or market space in the Leased Premises that reference Austin Peay State University, which approval shall not be unreasonably withheld. The proposer and the University agree to negotiate and resolve in good faith any disputes relating to these marketing materials.

4.3.12 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 selected response to the RFP will be incorporated by reference into any Lease Agreement. Where there is a conflict between the terms of a Lease Agreement and/or the RFP and the response to the RFP, the terms of the Lease Agreement shall govern.

4.3.13 Confidentiality

The University will not sign non-disclosure or confidentiality agreements related to any respondent's bid response. Under Tennessee law, the University is limited in its 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 submitted documents does not render them confidential under Tennessee law. The University will not be bound by such notices.

Furthermore, the University will not agree to provide advanced notice of any public disclosure or agree to assist the respondent to limit disclosure.

Indemnification
Proposer shall hold harmless and indemnify the University, its trustees, officers, agents, and employees from any claims, damages, and actions of any nature arising from the Proposer bid or the use of any materials, goods, or services provided by the Proposer. This indemnification applies provided that such liability is not attributable to negligence on the part of the University or its failure to use the item in the manner outlined in the Proposer's descriptive literature or specifications submitted with the bid. The Proposer's indemnification obligation shall include, but not be limited to, any claims of patent, copyright, or other intellectual property infringement asserted against the University based on the Proposer's bid or any materials, goods, or services furnished by the Proposer.

University 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. Additionally, the University will not enter into any agreement which contains a clause limiting its remedies against any party.

Irrevocable Waiver
By responding to this solicitation, the Proposer hereby irrevocably waives any claims against the University's trustees, officers, employees and former employees.

The Proposer also agrees not to sue University employees in their individual capacity. This waiver applies to the Proposer and its successors, heirs and assigns. Both the University and the Proposer acknowledge that this clause is material to this bid.

This waiver does not apply to claims arising from fraud, will misconduct, or illegal activities by University employees.

4.3.14 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/Each Occurrence Limit - $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

4.4 Nondiscrimination

No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the performance of a lease pursuant to this RFP, nor 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 law, Tennessee state constitutional law, or statutory law. The successful Proposer pursuant to this RFP shall, upon request, provide proof of compliance with nondiscrimination policies and shall post notices of nondiscrimination in conspicuous places accessible to all employees and applicants. The Proposer shall ensure that all subcontractors and third parties involved in the project adhere to the same nondiscrimination policies.

4.5 RFP Communications

4.5.1 The University has assigned the following RFP Transaction Number, which must be referenced in all communications regarding this RFP: **RFP #26-001**

4.5.2 Unauthorized contact regarding this RFP with employees, officials, or consultants of APSU, except as detailed below, may result in disqualification from consideration in this procurement process.

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

   Patricia Walton
   Austin Peay State University
   Procurement Services
   PO Box 4368
   Clarksville, TN 37044

   If by FED EX or UPS (or other delivery service) Physical
   Address:
   505 York Street
   Clarksville, TN 37040
   Attn: Patricia Walton – RFP Coordinator

   If electronic:
   waltonp@apsu.edu
   Please reference "RFP 26-001" on all communications
   Phone: 931-221-7573

B. Potential proposers may also contact the University 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.

4.5.3 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 considered unofficial and non-binding.

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

4.5.5 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 chosen 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.

4.5.6 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).

4.5.7 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 communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the University.

4.5.8 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.

4.5.9 Any data or factual information provided by the University (in this RFP, any RFP amendments, 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 accommodations related to the communication of this RFP and participation in the RFP process. Such Proposers may contact the RFP Coordinator to request 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

4.7.1 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").

4.7.2 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.

4.7.3 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 development opportunity and 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, as detailed in the RFP Section 5, Schedule of Events, potential Proposers are required to submit a Notice of Intent to Propose to the RFP Coordinator. The notice should be submitted in the form of an e-mail or other written communication and should include the following information:

1. The business or individual's name (as appropriate)
2. The contact person's name and title
3. The contact person's e-mail address, telephone number, and mailing address.

A Notice of Intent to Propose creates no obligation to submit a proposal in response to this RFP.

4.10 Proposal Deadline

A Proposer must ensure that the University receives its 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 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 Email at waltonp@apsu.edu; Attn to Patricia Walton. 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.

Section 5: Terms and Conditions

5.1 RFP Schedule of Events

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

Event	Time and Location	Date
SBC approves RFP document		September 10, 2026
RFP Issued / Advertised		September 11, 2026
Disability Accommodation Request Deadline		September 18, 2026
Notice of Intent to Propose (RFP Section 4.9)		September 25, 2026
Pre-Proposal Conference and Site Tour. Conference will be held in person and via Zoom with details below.	TBD	Week of September 28, 2026
Written “Questions & Comments” Deadline	4:00 pm CT	October 7, 2026
University Response to Written “Questions and Comments”		October 16, 2026
Proposal Deadline & University Opening of Proposals	12:00 pm CT	November 9, 2026
University Completion of Step 1 Proposal Evaluations and Notification of Step 2 Downselect		November 16, 2026
Questions & Comments for Step 2 Due		December 7, 2026
University Responds to Questions & Comments		December 18, 2026
RFP Step 2 Proposal Deadline		February 5, 2027
Step 2 Presentations by Proposing Developers	TBD	Feb 15-17, 2027 (tentative)
University Completion of Proposal Evaluations and Notification of BAFO Down-select		Feb 22, 2027
Step 3 BAFO Submission Deadline following BAFO workshop activities		April 1, 2027
University issues the Intent to Award Notice and Procurement File is Opened for Public Inspection		April 15, 2027
Proposed ESC approval of BAFO		April/May 2027

*All times listed above are Central Standard Time Zone (CST) and are established by Austin Peay State University.

**Pre-Proposal Conference Zoom Instructions – Zoom meeting invitations will be sent to proposers requesting information from the RFP coordinator by September 28, 2026 at 5:00pm.

Section 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 land be included 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 when detected, 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, any 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:

1. An individual shall be deemed a State employee until all compensation, including salary, termination pay, and annual leave, has been paid;

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. 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 permitted to alter or revise proposal documents after the Proposal Deadline, as 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, as 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 a new proposal at any time before the Proposal Deadline.

6.5 Proposal Preparation

This RFP does not obligate the University to award a lease or to pay any costs associated with the preparation, submission, or presentation of any proposal submitted by any Proposer or Proposers.

6.6 RFP Amendment

The University reserves the right to amend this RFP at any time prior to the award, provided that any amendments are made in writing. Before issuing such amendments, the University will consider whether they 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 necessary. If an RFP amendment is issued, the University will convey it to potential Proposers who have submitted a Notice of Intent to Propose (RFP Section 4.9). A Proposer must respond to the RFP, including all attachments and amendments, as required.

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 any proposal non-responsive and reject it if it does not comply with all terms, conditions, and performance requirements outlined in this RFP.

6.9 Disclosure of Proposal Contents

6.9.1 Each proposal and all materials submitted to the University in response to this RFP become the property of the 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 be subject to public inspection in accordance with the laws of the State of Tennessee.

6.9.2 The University will maintain the confidentiality of all proposal information during the evaluation process.

6.9.3 Upon completion of proposal evaluations, as indicated by the public release of a Notice of Intent to Award, the proposals and associated materials will be open for public review in accordance with the 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).

Section 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" refers to a person or entity which has submitted a proposal which conforms in all material respects to the RFP. The term "Responsible" refers to a person or entity which has the capacity in all material respects to fully perform the requirements of the anticipated agreements and demonstrates the integrity and reliability necessary for good faith performance.

Proposal Evaluation Team members will independently evaluate each proposal based upon criteria outlined in Exhibit 1, along with the following attributes, 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 APSU;
(5) ability to finance the project; and (6) quality of the anticipated relationship between the Proposer and the University over the term of the agreements.

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 for either the Proposer with the best-evaluated proposal or any other Proposer.

7.2 Clarifications

The University reserves the right, at its sole discretion, to request clarification of 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 as identified by the University and shall be in accordance with all policies of the University and/or State of Tennessee.

7.3 Step 1 Proposal Requirements & Evaluation

To be considered responsive to this RFP, a proposal must be received by the date specified in Section 5.1 (RFP Schedule of Events). The University will not accept Step 1 proposals received after the deadline. Step 1 proposals must be submitted to the RFP Coordinator at the address above and include the information outlined in the Tabs below. In addition, RFP Exhibit 1 ("Mandatory Requirements") will be considered an integral part of the Step 1 proposal. The form must be signed by an individual who is authorized to bind the Developer 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 include the Developer's federal tax I.D. number.

The certifications and Mandatory Requirements in Exhibit 1 must also be completed.

Proposal responses to this RFP should be clear, concise and organized; meet the mandatory requirements; and be organized in the six major areas described below.

7.3.1. **Mandatory Requirements**. The RFP Coordinator will review each Step 1 Proposal to determine compliance with the mandatory requirements described in Exhibit 1. 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 APSU

Procurement Services staff, who will review the proposal and document his/her determination of whether:

a. The proposal adequately meets requirements, thus warranting 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 this RFP and reject it.

In addition to the Mandatory Requirements, Developers' proposals **must** include the information outlined below and be organized by tab in the order described.

Developers should limit their Step 1 proposals to forty (40) 8 1/2"x 11" pages, excluding attachments.

Tab 1 Acknowledgements and Signed Addenda

Developers are required to submit a signed cover letter that acknowledges the receipt, review, and understanding of all materials provided in this RFP, including information in appendices and exhibits and any issued addenda. With these signature pages, it will be assumed that the Developers are fully aware of all information that may impact the design, program, and financial assumptions included in the RFP submission. Failure to provide these signature pages will result in non-compliance with the submission materials, thus impacting the University's ability to review the proposal.

Tab 2 Project Team Background and Information

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 lawsuits, 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.

Description of Project Team Members: To the extent that any additional team members have been identified beyond the Developer, please provide information regarding their role, the overall organizational structure for this Project, and key personnel who will participate. These firms/individuals may include:

- Architects
- Civil, structural, and MEP engineers;
- General Contractors
- Any law firms that will provide legal services for the Developer;
- Entities that will provide operating services, building systems maintenance, and asset management services if not performed by the Developer; and,
- Any 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:

- Name(s)
- Primary address
- Chief Executive/managing partners
- Year founded

Any additions to, or changes to, the Project team members in connection with a proposal are subject to review and approval by the University. If a Developer does not name other entities in relation to the roles states above, then that Developer's 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 prior to their use by the Developer.

Tab 3 Relevant Experience & References

Developers should demonstrate that they, their design partners, and their contractors have significant experience delivering multi-family housing projects, preferably in a higher education environment, on time, and on budget. Provide examples of at least three (3) recent projects in which the Developer has participated that are comparable in size, complexity, quality, and scope. Specify the number of beds and square footage included in each project. Highlight the P3 financial structure used for each project.

For each of the three (3) required comparable recent projects, a general project description must be provided along with the following specific information submitted in the order and format prescribed:

- Title and location of each project, including a detailed description of the projects' integration, if any, with the university's academic programming and student job offerings;
- The reference name, title, address, telephone number, and e-mail address of the primary contact for each listed project.
- Owner of the project with a representative's name, phone number, and e-mail address;
- Use(s) of each facility (and the types of spaces included in each);
- Total project cost of each facility constructed on the project site;
- Architect and general contractor for each project
- Construction timeline and opening date along with a description of how the initial delivery schedule aligned with the implementation schedule;
- Photographs of the completed project or if the project has not been constructed, architectural renderings of the project;
- Structure of the contract with the owner (e.g., design, build, finance, operate, maintain); specify Developer's operation and maintenance obligations;
- A brief summary of the financial structure used for each project (i.e. 501(c)(3), equity, or others); and,
- All arbitration, mediation, or litigation that has arisen from each project, and the current stage of resolution of any of those items. For those items that have been concluded or resolved, the outcome of the arbitration, mediation, or litigation that was conducted.

Tab 4 Technical Capabilities

Specifically, the Developer should demonstrate the following capabilities:

1. Development Implementation: Developers must demonstrate that their proposed team can work in concert with APSU to meet design and construction requirements and are able to work with the University to complete the Project on schedule and on budget.

2. Facility Maintenance, Custodial, and Asset Management Experience: The University desires to enter into an agreement with a Developer to provide facility maintenance, custodial, and asset management services. (See Section 3.5.1.2 and Appendix F for additional information).

Proposals must include evidence demonstrating the Developer's capability to maintain housing assets of similar scale, quality, and scope. The Developer will undertake all maintenance responsibilities, either directly or by contracting with a third-party. All preventive and major maintenance responsibilities will be performed at a level consistent with the University's standards.

Submittals must include evidence demonstrating the Developer's ability to maintain a property of the Project's nature and scope. The Developer should demonstrate that it possesses:

- Substantial experience developing and maintaining similar assets;
- Advanced knowledge of facilities maintenance, repair, construction, and practical application of equipment and materials;
- Demonstrated understanding of facility aging behavior to assess and determine the applicability of remedial maintenance action and lifecycle management; and,
- Ability to partner with an experienced operations manager to oversee the day-to-day management activities associated with the Project.

Tab 5 Financial Capabilities

Provide specific evidence that the Developer has the appropriate financial resources available or access to financing sufficient to construct, operate, and maintain the Project. This evidence should demonstrate that the Project will be funded without impacting the University's balance sheet and will have a neutral or positive effect on APSU's credit rating. Include 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; and,
- If desired, Developers may submit supplemental materials such as bank and credit references, annual reports, or such other documentation as the Developer deems relevant.

Tab 6 Project Approach Narrative

Developers are required to provide a narrative for the Project that addresses the approach to accomplishing the Project given the stated goals, market conditions, and physical and fiscal constraints/issues. These include:

- Site considerations;
- General schedule to achieve a Fall 2029 opening;
- Quality of construction and life cycle asset management;
- Operations and maintenance considerations; and,

- Occupancy considerations.

The narrative should be no more than six (6) pages.

Tab 7 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 the 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?

If applicable, Proposers must disclose any information regarding potential conflicting developmental opportunities/properties in the Clarksville area. Beyond the Proposers' interest, APSU is also interested in understanding if any Proposers' partners (i.e., equity source, operator, etc.) would have a potential conflict of interest due to their participation in other nearby commercial properties.

If any current or future conflict is identified, the Developer must describe the nature of it and how it may be mitigated if selected.

7.3.2. Evaluation

All Step 1 proposals will be evaluated by a University evaluation team for both compliance and value. The total maximum points that may be awarded for Step 1 proposals will be 50 points as follows:

- Proposal Transmittal and Statement of Clarifications and Assurances– Pass/Fail
- Mandatory Requirements – Pass/Fail
- Tab 1-Acknowledgements – Pass/Fail
- Tab 2-Project Team and Background Information – 10 points
- Tab 3-Relevant Experiences and References – 10 points
- Tab 4-Technical Capabilities – 10 points
- Tab 5-Financial Capabilities – 10 points

- Tab 6-Project Approach Narrative – 10 points
- Tab 7-Off-Campus Properties – Pass/Fail

Presentations by the Proposers are not currently scheduled but may be required (as determined by the University) as part of Step 1 of the proposal. The Step 1 presentation has no point value.

Upon completion of the Step 1 Evaluation, including presentations, if any, up to the five highest (including ties) scoring responsive Proposers will be selected to submit a Step 2 Proposal.

7.4 Step 2 Proposal Requirements and Evaluation

To be considered, a Step 2 proposal must be received by the date specified in Section 5.1 (RFP Schedule of Events). The University will not accept Step 2 proposals received after the deadline. Step 2 proposals should be submitted to the RFP Coordinator at the address listed above. RFP Exhibit 1, which will be considered a mandatory part of the Step 2 proposal, must be signed by an individual who is authorized to bind the Developer 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 Developer's federal tax I.D. number.

Developers should limit their Step 2 proposals to eighty (80) 8 1/2"x 11" pages, excluding attachments.

Tab 8 Project Program

Developers are required to fill out the program assumptions page provided in Appendix A – Project Assumptions Matrix that correspond with the submitted proformas 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.

Tab 9 Graphic Documents and Renderings

Developers shall illustrate their preliminary design concepts for all aspects of the Project and the site in a graphic manner as part of the Step 2 RFP response. The drawings requested shall include:

- A schematic site plan for the Project indicating proposed street level functions and the relationship between program components and parking; The schematic plan should allow for future phased development.
- A sample typical residential floor plan for semi-suite and or pod-style housing;
- Typical unit plans for each planned configuration; and
- Conceptual 3D and/or 3D renderings illustrating the major components of the Project, adjacent building massing, and Project Site context

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; and,
- 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”; and,
- No animated fly-through will be expected for the on-campus presentations.

Tab 10 Project Budget

In addition to all the tabs included in Appendix A, Developers **must** provide a brief narrative, which shall not exceed three (3) pages, with details regarding the development budget for all Project scope elements. Please provide any supporting information that will be helpful for APSU's review. To the extent that revisions to Appendix A would enhance clarity during the University's review, please provide a narrative supporting why additional line items or re-organization would be helpful.

The Project Budget must also include the following information:

- Predevelopment budget;
- All hard & soft costs;
- Financing costs
- All other costs associated with the Project

Tab 11 Implementation Schedule

Developers should discuss how their team will advance the Project's requirements and add distinctive value to the University. Specifically, please address the following:

- Steps the Developer would take to ensure timely completion of the Project. Within the description, please provide an explanation of how the Developer would keep the Project on schedule;
- Include a schedule for the design and construction of the Project; and,
- Identify any anticipated risks in meeting the targeted schedule and address how the Developer will accommodate site constraints in its construction logistics strategy. In the event of a force majeure event or another delay affecting completion of the Project, please describe how the Developer would mitigate impacts to the University.

The implementation schedule should address, at minimum, the preliminary dates for the following milestones:

1. Completion of demolition of any existing structure(s);
2. Completion of design development and outline specifications;
3. Dates for review and approval by the University;
4. Dates for Obtaining University and State Approvals;
5. Assumed financial close;
6. Start of construction shell;
7. Completion of construction shell;
8. Start of construction interior improvements; and

9. Substantial completion and opening of the Projects.

As noted above, the implementation schedule should account for university and state-level approvals that are necessary to execute the ground lease and begin construction. Targeted dates for approvals will ultimately be decided by the University, in consultation with the Developer. These approvals and general cadence are detailed below:

APSU Board of Trustees: Meets quarterly

- For purposes of developing a preliminary schedule, assume the BOT will meet the second Friday of April, June, September, and December in a given year (this is indicative and subject to change based on actual BOT scheduling).
- Materials must be submitted 1 month prior to the BOT meeting for approval.
- BOT approves terms and project concept.
- Terms and project concept must be based on a feasible “not-to-exceed” budget and associated proforma(s).

Tennessee State School Bond Authority: Meets monthly

- For purposes of developing a preliminary schedule, assume the TSSBA will meet the third Monday of every month (this is indicative and subject to change based on actual TSSBA scheduling).
- Materials must be submitted on the 1st working day of the month prior to the month of the TSSBA meeting for approval (see example schedule for 2026: https://comptroller.tn.gov/content/dam/cot/slf/documents/policies/tssba/TSSBASubmissionDeadlines.pdf
- TSSBA will approve final versions of the ground lease agreement and associated project agreements.
- The final project agreements must be based on a guaranteed maximum price for the delivery of the project and associated proforma(s).

State Building Commission: Meets monthly

- For purposes of developing a preliminary schedule, assume the SBC will meet the second Thursday of every month (this is indicative and subject to change based on actual SBC scheduling). SBC’s review and approval process is multi-step and may overlap with TSSBA’s review, but TSSBA approval must precede the meeting targeted for SBC approval.
- For the purposes of submitting a proposal, assume that SBC approval will occur in the month following TSSBA approval (subject to change based on updated schedules set by the University and Developer during the design and negotiations effort).

Tab 12 Proposed Financing Structures

The University is interested in receiving proposals with structures that Developers believe best respond to the University’s request and objectives. 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 Developers. When evaluating and comparing all proposed options, the University will focus on the customized financial structure that best benefits all parties.

Tab 13 Operations and Maintenance

The Developers shall submit a detailed description of their approach to the Project's maintenance, operations, and asset management procedures, recognizing that APSU wants to provide high-quality housing experiences for its students. Proposers shall provide estimates of all up-front and annual costs associated with the expected required operations and maintenance in their proformas. The Proposers shall provide a narrative summary of how the Project will be operated and managed once construction is complete and examples of previous experience with developments of similar size, complexity, quality, and scope.

Tab 14 Project Proforma

Proposers must provide detailed proformas for each of the proposed financing structures. Developers <u>must</u> submit Microsoft® Excel proformas as attachments for each financial structure presented.

Proformas must include the following information:

- Project Pro Forma
    - All revenue and expenses, including operating and maintenance expenses and net operating income
    - Annual cash flow after debt and / or equity obligations
    - Disclosure of growth assumptions
    - Upfront and ongoing 501(c)(3) foundation fees (if applicable)
    - Design and construction costs, financing and scheduling assumptions and all other identifiable project costs
    - Property taxes (if believed to be applicable given the financial delivery structure)
    - Replacement reserves
    - Proposed room-type mix and anticipated rental rates (based on a 9-month academic year term)
    - Additional revenue beyond rental revenue during the 9-month academic year term
    - All Developer compensation
    - Disclose cost of capital assumption for Project funding – full term of ground lease
- Project Compensation to Developer
    - Developer fee
    - Contingencies
    - Revenue sharing
    - Others
- Project Compensation (as applicable) to the University
    - Upfront ground rent
    - Annual base ground rent
    - Percentage of excess annual cash flow shared with the University (i.e., performance ground rent)
    - Profit participation at the sale/ transfer of Developer's ownership in the Project
    - Cumulative cash flow (by source) through the life of the Ground Lease

Developers must also identify the source(s) of funding for all deal structures proposed in this RFP. Developers should clearly and explicitly confirm in Tab 14 that they have authority to negotiate on behalf of their funding sources.

Tab 15 Step 2 Signed Addenda

If addendum/addenda are issued as part of this RFP during Step 2, Proposers must sign the document(s) where requested and include these signature pages in Tab 15. Addenda will be issued by the RFP Coordinator via the official University procurement web page and via email.

7.4.1. Evaluation

All Step 2 proposals will be evaluated by the University evaluation team for both compliance and value. The total maximum points that may be awarded for Step 2 proposals will be 115 points as follows:

- Tab 8-Project Program – 10 points
- Tab 9-Graphic Documents and Renderings – 20 points
- Tab 10-Project Budget – 10 points
- Tab 11-Implementation Schedule – 10 points
- Tab 12-Proposed Financing Structures – 15 points
- Tab 13-Operations and Maintenance – 15 points
- Tab 14-Project Proforma – 20 points
- Tab 15-Step 2 Signed Addenda – Pass / Fail
- Oral Step 2 Presentation – 15 Points

During the Evaluation period, all Proposers will be required to participate in an Oral Step 2 Presentation, which will include both a presentation and a question-and-answer session lasting between 60 - 90 minutes. The Step 2 Presentation, which will include virtual options for some Proposers' team members, The presentation should begin with an introduction to the development team, outlining their roles and strategic approach to the project. It should then provide a detailed overview of (a) project specifics, including construction and design, operations, finance, and legal aspects, (b) benefits of selecting the Proposers' team, and (c) the Proposers' approach to partnership with APSU to achieve the University's strategic objectives.

Upon completion of the Step 2 Evaluation, all Proposers scoring 70 and above on this step will have their scores from Step 1 added to the Step 2 scores for a combined Proposer Score. Two (or more) responsive Proposers with the highest Proposer Scores (including ties) will be selected to submit a Step 3 BAFO Proposal. APSU will continue with this solicitation in the event that only one proposer makes it to the BAFO stage.

7.5 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 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':

1. Team Composition
2. Functional and Space Program
3. Design and Budget
4. Schedule
5. Financing Plan/Deal Structure
6. Operations and Maintenance Plan

7. Proformas

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 the designated E-mail provided.

BAFOs will be evaluated based on holistic value to the University, 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. These criteria will be reflected in the point values assigned as outlined below:

- Quality of Presentation & Deliverables – 20 points
- Project Adjustments – 25 points
- Overall Project Value and Approach – 30 points

Upon completion of the Step 3 Evaluation, all Proposers will be evaluated based on their Step 3 BAFO score. The highest score will be selected as the Successful Proposer.

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 for the Proposer with the best-evaluated proposal or any other Proposer.

7.6 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.

7.7 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. The lease/agreement(s) will then be forwarded to the appropriate University and/or State officials for review, who will determine whether an agreement between the parties should be forwarded to the Executive Sub-Committee (ESC) of the State Building Commission for approval.

The Notice of Intent to Award shall not create any rights, interests, or claims of entitlement for 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.

7.8 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 forward.

7.9 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.

7.10 Lease Approval and Lease Payments

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 forward.

7.10.1 This RFP and its Proposer selection processes do not obligate the University and do not create rights, interests, or claims of entitlement for 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.

7.10.2 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.

Exhibit 1 – Mandatory Requirements

PROPOSAL COVER LETTER

Public-Private Partnership for Student Housing

Located in:

Clarksville, Montgomery County, Tennessee

RFP TRANSACTION NUMBER:

AUSTIN PEAY STATE UNIVERSITY

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

Proposer Identification: ____

____

Proposer Address: ____

____

PROPOSER NAME: <Name>	
SECTION A: MANDATORY REQUIREMENTS Owner Evaluation for Each Requirement: Pass or Fail	**Proposal Page Number** (By Proposer**)**
1. Provide a completed Certification Statement, in the format provided herein.	
2. Identify the 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 about 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 APSU) 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 complete 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 – MANDATORY REQUIREMENT

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

1. The Proposer will comply with all 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 all Addenda:

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

   Proposer Legal Entity Name:____

   Signature:______________________________________Date: _______________

   Printed Name and Title: ____

Financial Interested Parties (Mandatory Requirement): (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:

Name:	
Telephone Number:	
Address:	

Name:	
Telephone Number:	
Address:	

Name:	
Telephone Number:	
Address:	

Name:	
Telephone Number:	
Address:	

Name:	
Telephone Number:	
Address:	

EXHIBIT 2: CUSTODIAL / FACILITY MAINTENANCE GUIDELINES

The University anticipates that Developers or their designated team members will deliver custodial / service contract and facility maintenance services for the facilities under this procurement. These services will be delivered 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 workforce.
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 always be worn in a visible location.

7. All employees must successfully complete a background check prior to starting work on the APSU 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. Preventative Maintenance

C. The Developer shall implement a preventative maintenance program to proactively maintain all facility components, ensuring longevity and minimizing costly repairs. This program should cover all critical infrastructure, including HVAC systems, elevators, plumbing, electrical systems, and common areas such as hallways, lobbies, and lounges.

D. Preventative maintenance tasks shall include regular inspections, scheduled servicing, and early identification of potential issues. A documented schedule will be provided to the University, outlining routine checks and maintenance intervals for each system or component.

E. The Developer will ensure that all preventative maintenance tasks are performed in a timely manner and that any issues identified during inspections are addressed promptly, to prevent system failures or unplanned downtime.

F. The Developer will track all preventative maintenance activities and provide the University with quarterly reports detailing completed tasks, any issues identified, and actions taken to resolve them.

G. Safety
   1. Developer will train all employees in the 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.

H. 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 APSU Campus. The University is a smoke and tobacco free campus and electronic cigarettes are not 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 and Developer will be required to 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, <u>immediately</u>. 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 APSU Police

Department and Parking & Transit Services.

8. The Developer will provide reasonable cooperation to the APSU Police Department in their efforts to promote a safe and secure environment of the campus.

I. Supervision

1. Developer will provide the supervision necessary to maintain the program. This <u>must</u> include an on-site supervisor during all shifts manned.

J. Damage

1. 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.

K. 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 sites 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.

L. 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.

M. 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.

N. Scheduling

1. The housekeeping program is a <u>24-hour operation</u>. 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.

O. 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.

P. Method of Evaluation/Quality Control
   1. Evaluator(s): Vice President for Student Affairs or his/her Designee
   2. 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.

Q. 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.

R. Required Service Levels (cont. on following page)

Residence Halls / Apartments

SERVICE LEVELS

ACTIVITIES	Frequency of Activities Level 2
Empty lined waste containers (primarily 6:00-8:00am)	D
Vacuum carpet and straighten furniture	D
Clean trash containers	W
Perform restorative carpet care	S/A
Clean windows	Q
Project clean light fixtures	Q
Spot clean carpets	D
Clean dry eraser boards	D
Sweep, dust mop floors	D
Strip/refinish floors - VCT	A
Spray-buff/burnish floors - VCT	M
Damp-mop floors	W
Clean/roll-up walk-off mats	D
Sweep outside ramp and landing (pick up and put in trash containers)	D
Clean water fountains	D
Clean glass and TV screens	D
Clean Sinks - Public	D
Clean Commode - Public	D
Clean/disinfect urinals (where applicable)	D
Restock soap and toilet paper	D
Restock paper and hand towels	D
Maintain Custodial closet in an orderly manner	D

<u>FREQUENCY CODES</u>:

D – Daily
A/D – Alternate Days
W – Weekly
M – Monthly
Q - Quarterly
S/A - Semiannually
A - Annually

Lobby/Public Areas
SERVICE LEVELS

ACTIVITIES	Frequency of Activities Level 2
Clean doors, windows, and TV screens	D
Clean/roll-up walk-off mats	D
Dust flat surfaces, fixtures, and furniture	D
Damp-mop floors	D
Sweep outside ramp and landing (pickup and put in trash containers)	D
Sweep/dust-mop floors	D
Spot-clean walls and entrance doors	W
Spray-buff/burnish floors	W
Perform interim floor care	Q
Straighten furniture	D
Strip and refinish floors	Q
Vacuum carpet	D
Report maintenance items	D
Empty lined waste containers	D
Interim carpet care	M
Restorative carpet care	Q

<u>FREQUENCY CODES</u>:

D – Daily
A/D – Alternate Days
W – Weekly
M – Monthly
Q - Quarterly
S/A - Semiannually
A - Annually

Restrooms

SERVICE LEVELS

ACTIVITIES	Frequency of Activities Level 2
Clean mirrors	D
Clean partitions and doors	W
Clean Sinks	D
Clean Commode	D
Clean/disinfect urinals (where applicable)	D
Dust open, flat surfaces	D
Empty lined waste containers	D
Restock soap and toilet paper	D
Restock paper hand towels	D
Spot-clean walls and doors	D
Sweep/dust-mop and wet mop floors	D
Dust vents	M
Project clean light fixtures	W
Report maintenance items	D

<u>FREQUENCY CODES</u>:

D – Daily
A/D – Alternate Days
W – Weekly
M – Monthly

Q - Quarterly
S/A - Semiannually
A - Annually

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 carpets 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.

EXHIBIT 4 - Optional Proposer Checklist

APSU Public-Private Partnership for a New Student Housing Project: OPTIONAL PROPOSER CHECKLIST This checklist serves as a support tool to help ensure a complete and detailed submission from Proposers. In addition to using this document, Proposers **must** ensure alignment to the RFP and comprehensive fulfillment of the requirements further outlined in it.	**Proposal Page Number (To Be Completed by Proposer)**
RFP STEP 1 Submission Checklist	
Please refer to RFP pages 25-28 for further detail.	
1. Provide completed Exhibit 1-Section A (Mandatory Requirements)	
2. Provide a completed and executed Certification Statement (included in Exhibit 1)	
3. Tab 1 Acknowledgements • Complete all requirements outlined on page 33 of the RFP.	
4. Tab 2 Project Team Background and Information (Additional Team Members) • Complete all requirements outlined on page 33 of the RFP.	
5. Tab 3 Relevant Experience & References • Complete all requirements outlined on page 34 of the RFP.	
6. Tab 4 Technical Capabilities • Complete all requirements outlined on page 35 of the RFP.	
7. Tab 5 Financial Capabilities • Complete all requirements outlined on page 35 of the RFP.	
8. Tab 6 Project Approach Narrative • Complete all requirements outlined on page 35 of the RFP.	
9. Tab 7 Off-Campus Properties • Complete all requirements outlined on page 36 of the RFP.	
RFP STEP 2 Submission Checklist	
Please refer to RFP pages 29-32 for further detail.	
1. Provide a completed and executed Certification Statement (included in Exhibit 1)	
2. Tab 8 Project Program • Complete all requirements outlined on page 37 of the RFP.	
3. Tab 9 Graphic Documents and Renderings	

• Complete all requirements outlined on page 37 of the RFP.	
4. Tab 10 Project Budget • Complete all requirements outlined on page 38 of the RFP.	
5. Tab 11 Implementation Schedule • Complete all requirements outlined on page 38 of the RFP.	
6. Tab 12 Proposed Financing Structures • Complete all requirements outlined on page 39 of the RFP.	
7. Tab 13 Operations and Maintenance • Complete all requirements outlined on page 40 of the RFP.	
8. Tab 14 Project Proforma • Complete all requirements outlined on page 40 of the RFP.	
10. Tab 15 Signed Addenda • Complete all requirements outlined on page 40 of the RFP.	
11. Required Appendices Complete Appendix A and all required Exhibits outlined on page 2 of the RFP.	

Appendix A – Project Assumptions Matrix

See included Excel workbook.

Appendix B – Market Study