UNIVERSITY OF CONNECTICUT <u>REQUEST FOR EXPRESSIONS OF INTEREST</u> TO PROVIDE STUDENT HOUSING AT UCONN AVERY POINT

Responses due by 4:00 p.m. on Thursday, August 8, 2024

Introduction

The University of Connecticut ("University") is seeking innovative and cost-effective solutions to the provision of student housing at UConn Avery Point, its historic waterfront campus on Long Island Sound in Groton CT, to be occupied on August 1, 2025, August 1, 2026 or August 1, 2027. The successful Respondent is anticipated to be an entrepreneurial company with a focus on community development with sufficient financing and a strong development track-record to assist the University with meeting its student housing needs.

Located on Long Island Sound at the mouth of the Thames River, UConn Avery Point challenges students with specialized programs that take advantage of its waterfront location and delivers an outstanding education in more traditional areas of study. UConn Avery Point offers all the benefits of a prestigious public research university in a small college setting. Students benefit from small classes, explore unique minors, and enjoy distinctly modern facilities like the Lowell P. Weicker Jr. Building, home to state-of-the-art marine sciences laboratories, outreach programs, and education.

By this Request for Expressions of Interest (this "Request" or "RFEI"), the University requests proposals ("Responses") from parties ("Respondents") who will be considered to provide such student housing. Prospective Respondents who wish to be informed when answers to questions, supplemental information, or amendments are posted pursuant to Section 6.3 should so notify the University by sending an email to Realestate@uconn.edu. Respondents may submit more than one Response. However, each such Response must be submitted separately.

The University will review each Response under the process described in Section 4 to determine whether each such Response meets the Project Requirements (as defined in Section 2) and the Qualification and Evaluation Criteria (as defined in Section 3). Responses that the University includes, in its sole discretion, on the shortlist described in Section 4 may, subject to Section 6.4, be invited to participate in the next step of the University's selection process.

Objective:

The University's objective is for the Respondent to construct student housing on University property without any University capital contribution and to operate at break-even cost to the University. The University has approximately six (6) additional acres of undeveloped land which it will ground lease to the Respondent at little to no cost for the purposes of developing additional facilities intended to subsidize the student housing building, if necessary, and to create a greater economy of scale to lower the unit cost of construction. If the University operates the student housing, the net proceeds available to the Respondent is \$5,250 per bed per year (in current dollars) and the University can commit this amount (plus escalation) in the form of a long-term master lease payment for the residence hall. The University is open to alternatives that result in student housing developed at no net operating or capital cost to the University.

1.0 Location

The University will consider responses that contemplate the provision of student housing and other development on University-owned property ("University Property"). The University has identified three potential parcels for student housing as follows:.

Parcel A is an approximately 1.0 acre rectangular parcel located within the core UConn Avery Point campus. Parcel A is the preferred location for the University Residence Hall (as defined below).

Parcel B is an approximately 2.7 acre irregularly shaped parcel located on the north side of Shennecossett Road in Groton, CT and east of Parcel C. It is accessed directly from Shennecossett Road on the south side of the parcel and is bound by wetlands on the other three sides.

Parcel C is an approximately 3.5 acre irregularly shaped parcel located on the north side of Shennecossett Road in Groton, CT and west of Parcel B. It is accessed by an existing dirt road and is bound on three sides by wetlands and non-University residential property on the fourth side.

A map showing Parcels A, B and C and the wetlands in the area is provided in Exhibit A.

A Respondent may use any or all of the Parcels in its Response. Only the University Residence Hall may be proposed on Parcel A, while a mix of the University Residence Hall and/or other Private Development (as defined below) may be proposed on Parcels B and C. If additional land is required for the Proposal, the University may consider same, and the Respondent should identify their total land area requirements in their Response.

2.0 Project Requirements

2.1 A Response must contain a sufficient level of design and documentation, including a site plan, conceptual elevations, and schematic floor plans to convey how the Respondent intends to provide student housing for the Avery Point campus (a "Schematic Proposal"). Responses with Schematic Proposals that do not meet both the General Requirements and Program Requirements will, subject to Section 6.4, be rejected.

2.2 General Requirements. A Response shall meet the following General Requirements:

2.2.1 Responses must provide for the opportunity for the University to occupy a residence hall in a single building totaling no less than 150 beds and no more than 250 beds of student housing in a combination of room layouts and sizes ("University Residence Hall"). At the Respondent's discretion, the Respondent may additionally propose: a) a hotel (note that the campus hosts over 150 events annually, including weddings for up to 200 guests), b) a conference center, c) market-rate or affordable apartments, or d) commercial or retail development as pre-approved by the University as part of its Response ("Private Development"). Note that the University will make no financial commitment towards the Private Development.

2.2.2 The Respondent shall propose the total rent for the University Residence Hall under the terms of a University Master Lease, but it may not exceed an average of \$5,250/bed (in today's dollars) for a 12-month term. Responses shall include specific details and information concerning the expected University commitments to the University Residence Hall, both monetary and non-monetary if any, including but not limited to total rent, duration of agreements or commitments (the initial term, excluding optional extensions, may not exceed 20 years, with 15 years preferred), anticipated operating expenses or requirements, forms of continuing agreements or commitments, etc.

2.2.3. Leasing Terms:

2.2.3.1 If the Respondent proposes a University Residence Hall for Parcel A, the Respondent shall propose the terms of a ground lease, including the length, rent, other material conditions, and an option for the University to take ownership of the University Residence Hall after 30 years.

2.2.3.2 If the Respondent proposes Private Development for Parcels B and/or C, the Respondent shall propose the terms of a ground lease, including the length, rent and other material conditions.

2.2.4 Responses shall detail and provide information concerning the proposed operation of the University Residence Hall and the Private Development, whether it expects these properties to be managed by the Respondent, University or a third-party, and what other commitments it is expecting, if any, from the University regarding on-going operation of these properties.

2.2.5 Sufficient evidence shall be provided in the Response that shows a financial capacity to execute the Respondent's proposal. The determination of the sufficiency of such evidence will be at the sole discretion of the University. Financial statements for the past 5 years or equivalent information shall be provided for each member of the Respondent's team.

2.2.6 Responses must demonstrate a viable financing structure and capability. Responses shall include sufficient details, information and commitments concerning the financing sources necessary to support implementation of the Proposal, including but not limited to, identification of a bona fide third-party lender or evidence of sufficient assets to self-finance the Proposal.

2.2.7 All Respondents must provide a milestone schedule showing the proposed duration for major activities, completion and occupancy dates, including design phases, expected review and approval times by the University, and construction sequences and activities.

2.2.8 The Response should show how the housing proposal will complement the condition, scale and use of the campus and the neighboring properties. To the extent possible, the proposed property should facilitate the University's contribution to

promoting economic development and complementing ongoing revitalization efforts in Groton.

2.3 <u>Program Requirements</u>: The Response shall meet the following Program Requirements:

2.3.1 A Response may include development of one or more buildings, but studentoccupied space must be segregated from non-student space and units, have its own entry and dedicated vertical transportation.

2.3.2 The University Residence Hall shall be a traditional double-loaded corridor dormitory. One set of bathrooms (men's, women's and gender neutral) shall be provided for every 40 beds of housing. Each bathroom shall provide a minimum of four showers each for the men's and women's facilities, toilets and sinks in a quantity required by code, and one separate gender-neutral restroom and shower.

2.3.3 The University Residence Hall shall have a minimum bedroom size of 14'-0" wide by 12'-0" deep for double occupancy rooms and 10'-0" wide by 12'-0" deep for single occupancy rooms. A double occupancy bedroom will need to accommodate two (2) individual non-stacked extra-long twin beds, two 48" long desks, and two 20 square feet built-in closets within the room. The preference is to have 80% of the beds in double occupancy bedrooms and 20% of the beds as singles.

2.3.4 The design must be fully accessible to individuals with disabilities.

2.3.5 The bedrooms and public spaces in the University Residence Hall must be air conditioned.

2.3.6 It is preferred that the furniture for the University Residence Hall be provided by the Respondent.

2.3.6 If possible, a congregational space with a capacity of at least 100 people should be included in the University Residence Hall. An amenities area with several study rooms, small gathering spaces and a game room is also preferred. The University generally avoids balconies and roof-top decks.

2.3.7 A central on-site laundry facility for the University Residence Hall is required with at least one washer and dryer per 20 occupants.

2.3.8 For the University Residence Hall, parking shall be provided at a rate of no less than one space per four beds. For any additional market rate apartments or a hotel, the rate of parking shall be provided at a rate of no less than one and a half spaces per unit or guestroom. Parking for a conference center, commercial or retail development shall be at a rate of one space per thousand gross square feet of building area.

2.3.9 For Private Development, if any, pedestrian crossing improvements will need to be provided on Shennecossett Road to assure safe passage from the Private Development to the main Avery Point campus, including sidewalks and signalized pedestrian crossings.

2.3.8 The design of the University Residence Hall should comply with the University's Design Standards located at <u>http://updc.uconn.edu/contractors-working-at-uconn</u>. If applicable, identify any areas in your Response where it will not meet the University Design Standards. Any Private Development shall meet all requirements of the Connecticut Building Code.

2.3.9 Provide a minimum 10-year operating statement/proforma for the Response showing the anticipated revenue, expenses and net operating income for the University Residence Hall and the Private Development, if applicable.

2.4 Other Considerations: The Response should additionally consider the following:

2.4.1 After 30 years of leasing, the University would like the option of having ownership of any University Residence Hall revert to the University. The ownership of the Private Development, if any, can be retained by the Responder.

2.4.2 Responses that utilize University Property are subject to the Connecticut Environmental Policy Act (CEPA), which will likely require an Environmental Impact Evaluation (EIE). The Respondent shall outline in its Response its expectations regarding the University's role or commitments in the CEPA process or preparation of the EIE.

2.4.3 Portions of projects that are constructed to benefit the University (ie. the University Residence Hall) are required to utilize prevailing wage labor for that portion of the construction. Portions of projects that do not directly benefit the University (ex. a hotel or any market rate apartments) are not required to utilize prevailing wage labor for that portion of the construction.

2.4.4 The University's tax-exempt status from municipal property taxes is only applicable to University-owned property and is not applicable to leased property.

3.0 Qualification and Evaluation Criteria

3.1 Responses that do not meet the Project Requirements and/or are otherwise incomplete or unclear will, subject to Section 6.4, be rejected.

3.2 The "Qualification and Evaluation Criteria" are the following:

3.2.1 Experience. The Respondent team must demonstrate adequate experience in developing properties of similar size, scale and cost to its Proposal. Responses will be evaluated on the degree to which Respondent teams demonstrate experience executing projects similar to its Response that were delivered on schedule and on budget.

3.2.2 Financial. Responses must provide a viable financing structure and clearly identify monetary and non-monetary obligations and commitments anticipated from the University. Responses will be evaluated on the degree to which a Respondent team demonstrates the structure and financial capacity to execute its Response, and the degree to which the obligations and commitments expected of the University, both monetary and non-monetary, are favorable to the University.

3.2.3 Parking. Responses must demonstrate that they can meet the parking requirements. Responses will be evaluated on the degree to which parking arrangements and terms are favorable to the University and/or the students.

3.2.4 Schedule. All Respondent's must commit to a project completion date so that occupancy by the University can be guaranteed for the start of an academic year. The degree to which Respondents can provide an earlier completion and occupancy date will be considered as part of the evaluation.

3.2.6 Design. Design proposals shall meet all requirements outlined for the Schematic Design. Responses will be evaluated on the degree to which the design submissions meet the operational needs of the University (such as student access, security, amenities, unit layouts, etc.) and on the degree of appropriateness of the building/property to the neighborhood and its aesthetics.

3.2.7 Economic Impact. Responses must demonstrate that they will have a positive economic impact on the surrounding area. Responses will be evaluated on the degree to which the proposed project facilitates the University's contribution to promoting economic development and complementing on-going revitalization efforts in Groton.

4.0 Process

4.1 The University will conduct the following general selection process for the project.

4.1.1 Step 1: By this process, the University solicits Responses.

4.1.2 Step 2: The University will evaluate the Responses and identify Respondents that demonstrate, at the sole discretion of the University, compliance with the Project Requirements and will establish a shortlist from such Respondents based on the Qualification and Evaluation Criteria.

4.1.3 Step 3: The University will request more detailed information or clarifications from the shortlisted Respondents, if necessary. The University may notify one or more Respondents that they have not been selected to proceed to Step 3 or 4.

4.1.4 Step 4: The University may choose to enter negotiations with one or more Respondents.

The University may elect to hold joint informational meetings with any and all prospective Respondents at any time during the process. Such meetings may be mandatory or optional at the University's discretion. Respondents are strongly encouraged to attend optional meetings. All Respondents are responsible for and deemed to have knowledge of all information presented at optional meetings, even if not present.

In addition to any joint informational meetings, the University may hold one or more one-onone meetings with one or more Respondents. The University will notify each selected Respondent in writing of the date, time and location, rules, requirements and protocols for such meetings and the names or positions of personnel that are to attend. The purpose of these meetings is for the University to obtain clarification or further information from specific Respondents. The purpose of the meetings is not for the University to answer additional questions from the Respondents.

5.0 Form of Responses 5.1 Responses shall conform to the following format:

- Tab #1: Letter of Response and General Respondent Information

 Name and contact information for the Respondent's point of contact. If the Respondent is an entity, provide identification of the parent entity and the key individuals. Identify the control and/or ownership structure of the Respondent.
 Respondent Team and Contacts. The team member assigned construction duties must be prequalified by the State of Connecticut.
- Tab #2: Schematic Proposal- Programmatic Requirements

o Introduction clearly stating (with reference to pages and/or section numbers in the Schematic Proposal) that the Schematic Proposal meets the Project Requirements. o A Schematic Proposal sufficient to demonstrate compliance with the applicable Project Requirements and the Qualification Criteria.

• Tab #3: Financial Requirements

o A conceptual financial structure and commitments sufficient to demonstrate compliance with the financial requirements of the Response.

• Tab #4: Ethics Forms

o For each team member, OPM Ethics Forms 5, 6, and 7. Forms are available at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNAV_GID=1806

6.0 Delivery of Responses

6.1 To be considered responsive, written responses must be submitted in the following two ways:

- A. In hard copy, by delivery of three (3) copies to: University of Connecticut
 Office of University Planning Design and Construction (UPDC)
 3 Discovery Drive, Unit 6038
 Storrs, Connecticut 06269
 Attention: Robert Corbett – Interim Associate Vice President
- B. Electronically, to be delivered to Robert.Corbett@uconn.edu

6.2 Hard copies and electronic submissions received by 4:00 p.m. local time on Thursday, August 8, 2024 will receive preference in review and consideration. Responses must be in actual possession of UPDC prior to this time and date; late submissions may be accepted and

reviewed at the University's discretion up until the time that the University closes the RFEI process.

6.3 All questions and clarification requests must be directed, in writing, to <u>Realestate@uconn.edu</u>. Please do not phone the Office of University Planning Design and Construction or other offices of the University. Questions must be submitted in writing **no later than 4:00 p.m. local time on Tuesday, July 23, 2024**. The University will endeavor to post Answers to relevant questions by the end of the day on Friday, July 26, 2024. Answers to relevant questions, without attribution, will be posted on the following University of Connecticut website: updc.uconn.edu. Supplemental information or amendments to this Request for Expressions of Interest, if necessary, will also be posted on this website, so Respondents are advised to check the site frequently. Respondents may not rely on oral Communications or other information disseminated outside the official communication process specified herein.

6.4 The University reserves the right to unilaterally and without cause accept or reject any or all Responses, and to withdraw this Request at any time before or after the submittal period has closed. The University may at any time in the process of evaluating Responses seek written clarification and supporting information for a Response. Further, the University reserves the right, in its sole and absolute discretion, in order to obtain facilities and terms in the best interests of the University, (i) to discuss a submission or enter into negotiations with any Respondent without notice to other Respondents; (ii) to enter into discussions or negotiations with respect to the subject matter herein with parties not responding to the Request without notice to the Request with more than one respondent or any other party with respect to different responsibilities; (iv) to suspend or discontinue any such discussions or negotiations at any time; (v) to extend, reopen, modify, cancel and/or reissue this Request for Proposal; and (vi) to use the Responses as a basis for negotiation and to negotiate with one or more Respondents on terms other than set forth in this Request.

6.5 There shall be no recourse against the University related to changed terms or conditions, or against the University or the selected Respondent by the other Respondent related to any changed terms or conditions.

6.6 All Responses are to be the sole property of the University and response documents will not be returned to the submitting Respondent.

6.7 Each Respondent, and not the University, shall be responsible for all of its costs associated with its participation in this process, including, but not limited to, costs incurred in the preparation of its Response and submittals, investigation and other due diligence activities, and its participation in any discussions or meetings or negotiations. The University shall in no way be liable for any cost or expense incurred by any Respondent in preparing a Response.

6.8 This RFEI does not constitute an offer by the State. The Respondent waives any right it may have to bring any claim, whether in damages or equity, against the University, its agents and employees, with respect to any matter arising out of any process associated with this RFEI.

6.9 Upon receipt by the University, all Responses are considered a public record or file, subject to the Freedom of Information Act ("FOIA"), and to public disclosure unless otherwise protected. The University may withhold from disclosure the Responses until the completion of the procurement process, pursuant to § 1-210(b) (24) of the Connecticut General Statutes, which provides that nothing in the Freedom of Information Act shall be construed to require the disclosure of:

"Responses to any request for Proposals or bid solicitation issued by a public agency or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file."

The Respondent is responsible for identifying any and all information it considers a trade secret, commercial or financial information submitted in confidence and not subject to release by statute, unless such earlier claims were already adjudicated by the Freedom of Information Commission.

6.10 No member of a Respondent's team may communicate with members of another Respondent's organization to give, receive, or exchange information, or to communicate inducements, that constitute anti-competitive conduct in connection with this RFEI process. Should the Respondent team include subcontractors or team members that are common to another Respondent team(s), the Respondents and common subcontractors or team members must ensure that communications between the parties do not violate this provision.

6.11 Responses made to the University shall constitute acceptance of all of the terms and conditions set forth in this Request for Proposal by the Respondent.

6.11 Respondents are hereby noticed that at the conclusion of the selection process and successful negotiation, the selected Respondent will be required to enter into a written agreement with the University. No agreement shall be binding and effective upon the University until such time as such agreement is approved by the University's Board of Trustees and the Attorney General's Office. At the time such agreement is executed, respondents shall be required, if applicable, to sign certain affidavits and/or certificates, including but not limited to the following affidavits:

- 1. Certificate of Authority
- 2. OPM Ethics Form 1
- 3. Nondiscrimination Certification

Copies of the affidavits and certificates can be obtained at the following link: http://www.attorneygeneral.uconn.edu/contracts.html [End]

Housing Locations

University of Connecticut Avery Point Campus Groton, CT

Map Source: Town of Groton GIS

DRAFT April 2024



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University of Connecticut Avery Point Campus Groton, CT

Map Source: Town of Groton GIS

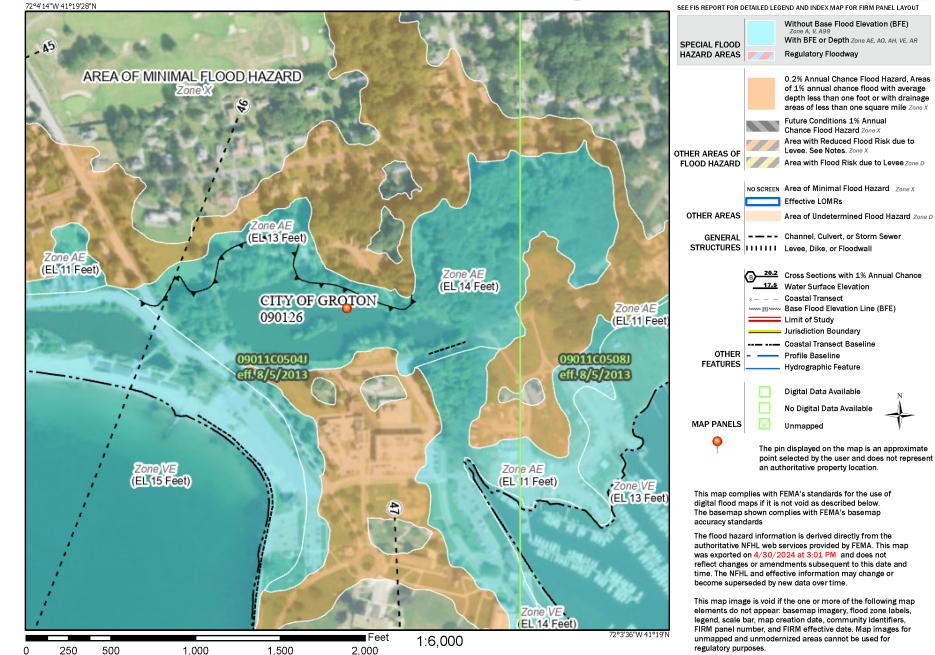
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National Flood Hazard Layer FIRMette







Basemap Imagery Source: USGS National Map 2023