

**UNIVERSITY OF CONNECTICUT  
REQUEST FOR EXPRESSIONS OF INTEREST (RFEI)  
TO DEVELOP STUDENT HOUSING IN STORRS, CONNECTICUT**

**Responses due by 4:00 p.m. on Thursday, August 22, 2019**

## **1.0 Overview**

By issuing this RFEI, the University of Connecticut (“University”) is seeking qualifications and financial proposals (“Responses”) from qualified developers (“Respondents”) to design, finance, construct and possibly operate undergraduate student housing at the University’s Storrs campus. The University desires for the new student housing to be developed at either the site of the University’s existing Mansfield Apartments or at an off-campus property owned or controlled by the Respondent and to open by no later than August 2021.

This RFEI outlines the University’s criteria and standards for the development and operation of new student housing. Responses should include proposed terms, conditions, financing and concept designs for the student housing (and additional development proposed at the site, if any). Respondents may submit more than one Response, however each Response must be submitted separately.

The site for the new student housing may be capable of accommodating additional development in addition to the housing, such as retail, commercial, medical buildings, office space, parking garages or other buildings. The University is willing to accept proposals that include additional development at the site as long as the minimum student housing criteria and requirements are met.

## **2.0 Background**

### **2.1 Introduction to UConn**

The University is Connecticut’s flagship public university and one of the top public research universities in the nation. UConn enrolls approximately 31,450 students on its five campuses and awards over 8,700 undergraduate, graduate and professional degrees each year. The Storrs campus is home to 19,100 undergraduate students, with approximately 80% of these being full-time students, and employs nearly 5,000 full and part-time faculty and staff on its main campus in Storrs, CT. The University has a robust on-campus Residential Life program, and in the 2018-2019 academic year, had a 12,100 bed inventory and housed approximately 75% of the full-time students on the Storrs campus. For more information on UConn, please visit: [uconn.edu/about-us](http://uconn.edu/about-us).

### **2.2 Mansfield Apartments Site**

The Mansfield Apartment site is approximately 16.9 acres in size and is University-owned land. The site is located at the southeast corner of the intersection of Storrs Road (Route 195) and South Eagleville Road in Storrs, CT. The site is currently utilized as a student housing apartment complex with 68 units and 272 beds. The property has fifteen (15) existing two-story buildings of varying size and dispersed over a large portion of the site. The remaining land at the site is almost all developable, except for some wetlands located in the southwest corner of the site.

The University has a large inventory of owned property in Storrs and Respondents may propose alternate locations for the student housing. Alternate locations owned by the University may include acreage and sites along Discovery Drive on the north side of the campus, redevelopment of the existing Northwood Apartment complex on the east side of campus, or on the UConn Depot campus, located approximately two miles east of the main campus. Sites at the Depot campus will require significant infrastructure improvements to be financed by the Respondent. Site plans are available for these other University sites upon request.

### 2.3 Off-Campus Sites

The University will consider Responses that propose constructing the student housing on property owned or under control by the Respondent as long as the site is located within a 2.0 mile radius of the campus center located at the corner of Storrs Road (Route 195) and North Eagleville Road.

### 2.4 RFEI Contact

This RFEI is being issued by the University's Planning, Design and Construction office. Respondents wishing to be informed when answers to questions, supplemental information, or amendments are posted should so notify the University by sending an email to Robert Corbett, Director of Real Estate and Regional Projects, at [Robert.Corbett@uconn.edu](mailto:Robert.Corbett@uconn.edu), copy to Robert Sitkowski, Associate Director of Real Estate, at [Robert.Sitkowski@uconn.edu](mailto:Robert.Sitkowski@uconn.edu). Please include "Student Housing RFEI" in the subject line.

## 3.0 Student Housing Development Criteria

### 3.1 Design Standards

The University will have the right to establish minimum design and construction standards for this project. The specific standards that will be required for the project will depend on the attributes of the Response selected by the University.

All Responses are expected to meet or exceed the following minimum standards:

- The total number of student beds on the site shall be no less than 500 and no greater than 1,000
- The student housing is expected to be "apartment-style" units
- The unit mix should have a combination of one-bedroom units, two-bedroom units, and three-bedroom units, with a slightly more two-bedroom units being preferred
- Provide one studio apartment for every 20 units of student housing for Resident Assistants if the location of the housing is on an University property
- Each bedroom shall be of an adequate size to house two students. Each bedroom shall have sufficient space for two extra-long twin beds and two 48" wide desks with chairs, as well as, two 5' wide by 2' deep closets or two dresser bureaus.
- Each apartment unit shall have a full kitchen, including a range, refrigerator, microwave and dishwasher
- Each apartment unit shall have at least one 5' wide by 4' deep closet near the entry door, and additionally, shall have a washer and dryer in the unit

- The height and scale of the development should be consistent with the surrounding neighborhood development, such as Downtown Storrs in the case of the University’s site, which is generally limited to four or five stories
- Student housing constructed on University property shall be built with durable materials to have a minimum lifespan of 50 years
- For housing on University property, parking shall be provided at a minimum rate of one (1) space per bedroom. Parking shall also minimally be provided at a rate of one (1) space per 500 gross square feet of any additional development space, but additional parking may be required depending on the nature of any additional development. For housing on a non-University property, parking requirements shall meet zoning requirements. All student parking requirements shall be met on the site of the student housing.
- The University is committed to sustainable design practices. When the University constructs new facilities they are required by University policy to meet a minimum of a LEED Gold version 4 design requirement. The Town has adopted the Town of Mansfield Storrs Center Design Guidelines for a Sustainable Community dated August 2008. Neither the University policy nor the Town standard is statutorily required for private development on State land. Respondents should explain their approach to sustainability and what standards their proposed development will meet.
- The project should include a central public area for a leasing office, community room, game room and quiet study area/library. No pools shall be included on the site.

### 3.2 Revenue Sharing

It is the University’s expectation that it will receive a share of the revenue from the operation of the property and rental of the apartment units to University students. For developments built on University-owned property, the property would have the option of being listed in the University housing system and students may pay for the housing through the University’s Bursars office as part of the established room and board system. Under this scenario, the University may pay the Respondent an established percentage of the revenue for the development of the property. Alternatively, the student housing may be marketed as an independent property and revenue shared between the Respondent and University. For developments of off-campus properties, in exchange for the referral of students and minimum occupancy levels, the University would receive a percentage of the revenue or pre-established monthly fees.

Respondents are requested to propose the terms, conditions and revenue-sharing model in their Responses for the student housing.

### 3.3 Financing and Development Costs

It is the University’s intent that the Respondent be responsible for all design, construction and development costs for the project and to provide both construction and permanent financing for the project. The Respondent is intended to be the majority owner of the project upon completion. The University will consider Responses that have a University financial investment in the project, but it is the University’s goal to minimize its investment. Respondents should consider the potential effects of the University’s participation in the project on items such as real estate taxes, construction labor, procurement processes, and other regulatory requirements in its Response. Respondents will need to

provide details and information that support its capacity and ability to finance the project outlined in its Response.

### 3.4 Operations and Maintenance

For Responses that utilize University-owned property, the University will consider proposals that have operation of the student housing and maintenance of the improvements by either the University or the Respondent (or a qualified third-party operator hired by the Respondent). For Responses that are not on University-owned property, the Respondent or a qualified third-party operator, as approved by the University, hired by the Respondent shall be wholly responsible for the operation of the student housing and maintenance of the improvements. The Respondent shall outline its operational and maintenance plan for the student housing in its Response.

Available utilities will vary by the location of the proposed student housing. Respondent shall be responsible for extending utility services as required to serve and construct the new student housing. The cost of the utility services during the operation of the housing shall be borne by the Respondent.

### 3.5 Ground Lease

For Responses that utilize University-owned property, the University is willing to ground lease all or a portion of the site. Respondents are requested to propose the terms, conditions, duration and rent for the ground lease in their Response. The ground lease duration shall be no greater than 98 years, with preference given to shorter terms.

The Respondent will be the owner of all improvements on the site and the University will remain the fee owner of the land during the lease term. For projects on University-owned land, at the end of the lease term, it would be the intent that ownership of the student housing and all related improvements at the site will revert to the University.

No assignment or transfer of the ground lease or interest in the improvements by the Respondent will be permitted during the first five years of the student housing operation. The University will retain a right of first refusal regarding any proposed transfer or assignment of the ground lease or sale of the improvements to a third party.

### 3.6 Development Schedule

Responses must include a development schedule, which needs to include timetables for approvals, design, construction and phasing of the project, if any. The Mansfield Apartments complex will be occupied for the 2019-2020 academic year, therefore construction cannot commence on this site until the summer 2020. Regardless of the site location, it is the University's desire to have construction of the student housing complete no later than the start of the fall 2021 semester. The Respondent may propose a phased schedule whereby some or all of the student housing is complete by the fall 2021 semester, with the remainder of the student housing and any additional development on the site completed at a later date.

## **4.0 Other Considerations**

### 4.1 Zoning and CEPA

For projects developed on University property, the University shall set the development standards and no local zoning authority will govern the project. Development of a University property will be subject to the Connecticut Environmental Policy Act (CEPA), which will require an Environmental Impact Evaluation (EIE). Respondents must outline in their Response their expectations, if any, regarding the University's role in the CEPA process and/or preparation of the EIE. At a minimum, the University will need to be the sponsoring agent and submitter of the EIE, but expects that the EIE will be prepared by the Respondent at its sole expense.

Responses that utilize non-University owned property shall be subject to the zoning requirements of the Town of Mansfield. The Respondent shall indicate in its Response how the proposed development is within the existing zoning criteria of the Town.

#### 4.2 Environmental Remediation

The Mansfield Apartments were initially constructed in 1948 and have known environmental conditions that must be addressed during development of the site. For this site, the University is willing to be responsible for the environmental remediation of hazardous substances within existing structures and soils. Respondents will be responsible for any demolition of existing structures and site improvements after such remediation at its sole expense.

#### 4.3 Taxes

Private development of student housing and other improvements on University property may be subject to local real estate taxes (except for the land portion which is retained by the University and exempt). Personal property taxes and taxes related to operating revenue are also subject to local, state and federal requirements. As a private development on public land, sales tax on construction materials likely apply and the project will not be exempt.

#### 4.4 Permitting

Respondents will be responsible for securing all permits for the work, including the general building permits and any approvals required for the project described in its Response. Demolition permits, if necessary, are always issued by the local municipality. If a development on University property meets the threshold requirements identified in Conn. Gen. Stat. §29-276b, the Office of State Building Inspectors has jurisdiction for the issuing of construction and occupancy permits on the development. Otherwise, the authority having jurisdiction on University property is the UConn Office of Public Safety and Fire Marshal's Office.

#### 4.5 Design Approvals

The University will have the right to review the design documentation at various stages of the design development to verify conformance with the requirements (*i.e.*, concept design, schematic design, design development and construction documents) and to assure adherence to University's standards.

The actual construction of the project, however, will be the sole responsibility of the Respondent. The Respondent will not be deemed to be acting as a representative or agent of the

University at any point or in any respect during the construction of the project. The University will disclaim all right and responsibility to direct or control any aspect of the construction activities taking place on the project.

#### 4.6 Options to Purchase

Respondents must propose terms and conditions for a University option to purchase improvements and the development of the project (in addition to rights of first refusal on bona fide offers received from third parties).

#### 4.7 Labor Requirements

The funding sources, ownership structure, and property operation may all have an impact on whether or not prevailing wage labor will be required for the project. Respondents will need to determine, and will be responsible for, how it contracts and pays for all labor used on the project.

#### 4.8 Easements and Conservation Areas

Regarding the Mansfield Apartments site, Respondents should be aware there is an existing pump station located in the northeast corner of the site and an existing easement running parallel to Route 195 that will need to be maintained. Respondents should also be aware that the Moss Sanctuary conservation area is located to the south of the site. The conservation area does not include any area on the Mansfield Apartments site, but there are access requirements from the site that must be preserved, and development activity should be sensitive to the conservation area and additional measures may be necessary during construction to protect same.

#### 4.9 Public Safety

For facilities constructed on University-owned property, public safety will be under the jurisdiction of the University. For facilities not on University property, public safety will be under the jurisdiction of the Town of Mansfield.

### **5.0 Additional Development**

The University will accept Responses that propose additional development as part of the student housing development, such as retail, commercial, office space, medical space, parking garages or other buildings. In making any such proposal, Respondents must clearly state whether their proposal to develop student housing is dependent on such additional development, and if so, specifically state how. Any combined student housing and additional development proposal must prioritize the construction of the student housing.

Any additional development should be analyzed for sustainability in the market without the support of the University. The University currently has a need for 30,000 to 60,000 square feet of office space and an approximately 30,000 square foot medical center, but the University may or may not commit to leasing any of these types of additional spaces at this time. The University may consider together or separately any portion of a Response that proposes additional development intended to be occupied and utilized by the University other than student housing.

The University will assess, based on the information provided in the Response, the specific design and construction standards that would be applicable to any development at the site other than student housing. Respondents should be aware that if the any proposed development requires a lease or other financial commitment by the University as a means of financing such development, it may be subject to prevailing wage requirements and other regulations, and the Respondent will need to analyze and determine the applicability of these requirements to the project.

## **6.0 Response Requirements**

In order for the University to assess the Responses, Respondents shall meet each of the “Response Requirements” described below with regard to their Responses. If Responses do not meet the Response Requirements or have inadequate or unclear documentation such that the University cannot assess the Response Requirements, the University may in its sole discretion determine not to consider such response.

### **6.1 Programing**

Responses must contain a sufficient level of design and documentation, including a space and amenity program, site plan, conceptual elevations, and schematic floor plans, to convey the physical attributes of the student housing, amenities and related or additional development which the Respondent intends to construct and operate for the project.

### **6.2 Financial Capacity**

Responses must contain sufficient evidence that shows a financial capacity and capability to execute the project described in the Respondent’s Response. The determination of the sufficiency of such evidence will be at the sole discretion of the University. Financial statements for the past 3 years or Letters of Credits from qualified lenders shall be provided upon request for each member of the Respondent’s team that has a financial stake in the project.

### **6.3 Financial Structure**

Responses shall include sufficient details, information and commitments concerning the financing sources necessary to support implementation of the development and construction of the student housing and related improvements, including but not limited to, identification of a bona fide third party lender or evidence of sufficient assets to self-finance the project.

### **6.4 Development Budget**

Responses shall include a detailed development budget, including the costs of site improvements, building(s), FF&E, design fees, soft costs, contingency, financing, carrying costs, preopening expenses, and all other costs and expenses required to develop and construct the project.

### **6.5 Operating Statement and Revenue Sharing**

Responses shall include a projected operating revenue and expense statement for a time span of not less than 10 years for the student housing project. Responses shall identify the revenue-sharing model, timing and projected apportionment of the revenue to each party. Operating statements shall

note whether they are based on 12 month leases with students or are based on occupancy only during the 9.5 month academic year.

#### 6.6 Housing Operation

Responses shall indicate whether the Respondent will operate the student housing, the University is expected to operate the student housing, or whether it will be managed by a third-party operator. If applicable, provide information and documentation concerning the experience of the proposed student housing operator.

#### 6.7 Schedule

Responses must provide a milestone schedule showing the proposed duration for major activities, completion and occupancy dates, approvals and permitting, design phases, expected review and approval times by the University, expected environmental remediation approvals and timelines, and construction sequences and activities.

#### 6.8 Additional Development

Responses proposing additional development at the site must also provide the information and documentation requested above for the proposed additional development.

### **7.0 Qualification and Evaluation Criteria**

The University will use both qualitative and quantitative criteria to evaluate the Responses. Amongst the criteria, the University will consider the following:

- a) Respondent's experience in executing student housing developments similar to its Response,
- b) Proposed financing structure and financial capacity to execute its Response,
- c) Appropriateness and desirability of the proposed housing, amenities, design, aesthetics and additional development program,
- d) Expected obligations of the University (both monetary and non-monetary), if any, and expected revenue or other benefits to the University from the revenue-sharing or other means,
- e) Adequacy of parking,
- f) Proposed development schedule and timeline,
- g) Proven ability, as judged solely by the University, to complete student housing developments of a similar scale and scope on time and on budget,
- h) Experience working with Universities and colleges on development projects, and
- i) The extent to which economic development is promoted and the Response complements the University's on-going educational mission.

The University will review the Responses and determine which Respondents demonstrate, at the sole discretion of the University, compliance with the requirements in this RFEI and will establish a shortlist from such Respondents. The University may request more detailed information or clarifications from the Respondents, if necessary. The University may then choose to enter negotiations with one or more Respondents. The University also reserves the right to request new submissions or additional clarifying information from one or more Respondents without reissuing this RFEI.

## 8.0 Delivery of Responses

8.1 Written responses shall be submitted in hard copy (5 copies), with copy via e-mail, to the following:

University of Connecticut  
Office of University Planning, Design and Construction (UPDC)  
31 LeDoyt Road  
Storrs, Connecticut 06269-2048  
Attention: Robert Corbett  
Robert.Corbett@Uconn.edu

8.2 Responses that are received by 4:00 p.m. local time on **Thursday, August 22, 2019** will receive preference in review, but Respondents may submit Responses to this RFEI at any time before or after the deadline. Consideration of Responses submitted after the deadline shall be at the University's sole discretion.

8.3 All questions and clarification requests must be directed, in writing, to [Robert.Corbett@uconn.edu](mailto:Robert.Corbett@uconn.edu) and [Robert.Sitkowski@uconn.edu](mailto:Robert.Sitkowski@uconn.edu). 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 Thursday, August 1, 2019**. The University will endeavor to post Answers to relevant questions by the end of the day on Thursday, August 8, 2019. Answers to relevant questions, without attribution, will be posted on the following University of Connecticut websites: [evpacfo.uconn.edu](http://evpacfo.uconn.edu) and [updc.uconn.edu](http://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.

## 9.0 Legal Provisions

9.1 The University reserves the right to unilaterally and without cause accept or reject any or all Responses, and to withdraw this RFEI 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 this RFEI without notice to the Respondents; (iii) to discuss, negotiate and enter into agreements relating to the subject matter of this RFEI with more than one Respondent or any other party (iv) to suspend or discontinue any such discussions or negotiations at any time; (v) to extend, reopen, modify, cancel and/or reissue this RFEI; 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 RFEI. The University further reserves the right to waive any informality in the RFEI process when to do so is in the best interest of the University.

9.2 The University may have previously posted information regarding student housing, development of University property and/or the Mansfield Apartment sites on University websites or had other

conversations with Respondents about the possibility of student housing development on campus or in the area. Respondents should not use any previously issued materials, information or RFEIs previously published by the University or rely on any other conversations in preparing their Responses and should only use information specifically provided with this RFEI.

9.3 All Responses are to be the sole property of the University and response documents will not be returned to the submitting Respondent. The University shall be free to use as its own, without payment of any kind or liability therefore, any idea, concept, scheme, suggestion or plan received during this RFEI process. 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, travel, 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.

9.4 This RFEI does not constitute an offer by the University or the State of Connecticut. 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.

9.5 Responses and the terms and conditions in a Response shall remain valid for a period of 180 days from the date of receipt by the University.

9.6 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 Conn. Gen. Stat. § 1-210(b) (24), 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.

9.7 No member of a Respondent's team may communicate with members of another Respondent's team 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 consultants, contractors or team members that are common to another Respondent team(s), the Respondents and common consultants, contractors or team members must ensure that communications between the parties do not violate this provision.

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

9.9 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 State 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 Forms 1, 5, 6 and 7
3. Nondiscrimination Certification

Copies of the affidavits and certificates can be obtained at the following link:

<http://www.attorneygeneral.uconn.edu/contracts.html>

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