AMENDED  
Request for Proposals (RFP)  

To Provide  

Development, Property Management Services, and Private-Public Partnership Financing  

For  

On-Campus First-Year Student Housing & Dining  
On Central Campus  

Requested By:  
The University of Vermont and State Agricultural College  
Burlington, VT 05405  

RFP Issued Friday, May 16, 2014  

Developer Submission due by: Friday, August 29, 2014; 4:00 PM EST  

Occupancy Goal: August 1, 2017
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ATTACHMENT A1 – Amended UVM/FAHC Construction Logistics Plan, dated 7/16/2014

ATTACHMENT B – Impact on Credit Quality/Analysis, Moody’s Investors Service, U.S. Public Finance “Privatized Student Housing and Debt Capacity of US Universities”, dated March 2010

ATTACHMENT C – UVM STEM Initiative Site Plan & Elevations, dated 5/2 & 5/2014

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1. THE UNIVERSITY OF VERMONT

The University of Vermont and State Agricultural College (UVM or the University) was established in 1791 and is a public, non-profit, non-sectarian institution of higher education located primarily in the City of Burlington with satellite instructional and research facilities throughout the State of Vermont. The Main Campus is located on a 961-acre site overlooking the City of Burlington to the west and the Green Mountains to the east. The campus is a unique and historic mix of styles and features spanning the last 200 years of architecture. Within the Main Campus, thirty-five buildings (of the 224± buildings) are listed on the National Register of Historic Places, including eight buildings within the Redstone Campus, one of the primary residential campuses.

For the Fall 2013 semester, the University enrolled 11,781 students in degree programs, including 9,970 undergraduates, 1,357 students in graduate and post-baccalaureate certificate programs, and 454 students at the College of Medicine. Of the 9,970 undergraduate students, 2,754 were first year students. Continued modest enrollment growth is expected over the next ten years.

1.1 MISSION STATEMENTS

All projects should be aligned with the University’s vision and mission.

1.1.1 THE UNIVERSITY OF VERMONT

The University’s vision is to be among the nation’s premier small research universities, pre-eminent in our comprehensive commitment to liberal education, environment, health, and public service.

The University’s mission is to create, evaluate, share, and apply knowledge and to prepare students to be accountable leaders who will bring to their work dedication to the global community, a grasp of complexity, effective problem-solving and communication skills, and an enduring commitment to learning and ethical conduct.

In recognition of these efforts, the University recently received the prestigious Gold rating as a sustainable campus through STARS, the national tracking program sponsored by the Association for the Advancement of Sustainability in Higher Education.

1.1.2 THE DEPARTMENT OF RESIDENTIAL LIFE

The University’s Residential Life mission is to foster an inclusive culture of student learning, personal growth, community involvement, and programming in order to develop a socially just and safe community of global citizens. To REACH our mission we will:

- **Respect:** Create an inclusive community where all perspectives are shared and valued, and individuals are expected to take responsibility for actions that impact themselves and others.
• **Ethics**: Instill ethical decision-making skills that support academic and personal integrity, inclusivity, diversity, and responsibility.
• **Academics**: Establish a residential environment that complements the academic mission and is an integral part of the educational experience.
• **Collaboration**: Build and maintain partnerships across the University and the greater Burlington area to optimize the holistic development of our residential community.
• **Health & Wellness**: Encourage all members of our residential community to engage in lifelong wellness by supporting healthy choices around mind, body, and spirit.

### 1.2 PROJECT OBJECTIVE

As described in the University’s recent Request for Information (RFI) to provide a Private-Public Partnership (P3) Financing Plan for Development of On-Campus First-Year Student Housing, the University is in the final stages of completing a campus-wide Student & Faculty/Staff Housing Master Plan (HMP) through to 2026 (refer to Section 1.3.1 and 1.4.1. below and the Board of Trustees – Student & Faculty/Staff Housing Master Plan presentation, February, 2013 (http://www.uvm.edu/~plan/?Page=housingmasterplan.html) for further details). Along with improvements recommended for existing housing, the HMP recommends the consolidation of first-year student housing close to Central Campus along with a dining facility to enhance community building. Since “dining” is a major component of building community, the University requests that the Developer include options for building the infrastructure to support dining at this new facility.

The University requests proposals for the financing, design, permitting, construction, and facility management services of an environmentally responsible, first-year student residential housing facility for a minimum of 450 beds up to 650 beds including dining facilities to accommodate up to 500 (reduced from 900) seats. This Project will be within Central Campus located on the east and south end of the Central Campus Quad (Attachment A – First-year Student Housing Site on Central Campus Location Map). The goal is to occupy the Project by August 1, 2017.

A critical objective of the University is for the Developer to structure the Project to have minimal or, preferably, no impact to the University’s balance sheet, debt capacity, or credit rating. For reasons explained in Section 2.1 below, the University is particularly interested in public-private partnership (P3) options for financing and developing Phase 1.

### 1.2.1 UNIVERSITY’S CURRENT GOALS AND OBJECTIVES FOR P3 FINANCING AND DEVELOPMENT

It is the University’s intention to undertake a public-private partnership to finance, design, permit, construct, and provide facilities management services for the new Phase 1 student housing and dining facility (refer to Site at Section 1.4). **The University intends to staff and manage the residential education program and administrative services**, including main desk operations (e.g., mail/package delivery, managing lock-outs and loaner keys, etc.) and housing administration (i.e., housing contracts,
room assignments/room changes, billing, etc.). The University will be responsible for all costs associated with the residential education program and associated administrative services. The Developer/Financer will manage the facility operations including the annual and on-going maintenance needs of the building and site. The dining facility will be managed and operated by the University’s contracted food service provider.

The University wants to minimize the legal and moral obligation associated with any debt used for financing the Project. Therefore, the University is specifically seeking responses from firms that can demonstrate their ability and willingness to invest significant equity into the Project. Furthermore, the University will not contribute any funds toward development of the Project and will not underwrite any associated debt obligations of the Developer.

The factors that could cause the Project and related debt to be considered a legal and moral obligation of the University are a matter of judgment that must take into account components of the overall transaction. The attached table from a report of Moody’s Investors Services (Attachment B – Impact on Credit Quality/Analysis, dated March 2010) describes how a number of factors could affect the degree to which the Project is considered to be a financial obligation of the University.

Criteria that will be used to assess the suitability of the financing options for Phase 1 include:

- The degree to which the approach minimizes (or eliminates) the impact on the University’s bond rating.
- The amount of equity that the Developer/Financer would invest in the Project.
- The degree to which the approach gives assurances about maintaining the level of equity in the Project over time.
- The annual cost per bed to be charged over the lease term.
- The mechanism for funding necessary capital improvements, repairs and maintenance over the lease term.
- The terms for transferring ownership of the improvements to the University at the end of the lease term.
- The credit worthiness of the individuals, corporations and financial institutions involved in financing the Project.
- The terms of the proposed development agreement for the Project and the proposed ground lease including, but not limited to, proposed duration of the lease term and any renewals.

1.3 **EXISTING SITE AND DEVELOPMENT CONDITIONS**

The University will consider innovative proposals to utilize all or portions of the Site depicted on Attachment A – Amended First-year Student Housing Site on Central Campus Location Map, herein referred to as the “Site.” The University will offer the Site on an “as-is” basis under a long-term ground lease.
The Site is approximately **3.36** acres and is located east of and on the southern end of the Central Campus Quad within the City of Burlington. The east boundary of the Site abuts Vermont’s largest teaching hospital, Fletcher Allen Health Care (FAHC), a UVM affiliate. All other adjacencies are within the University’s campus. The Central Campus Quad is currently surrounded by University facilities, including Fleming Museum to the north, student housing (Chittenden-Buckham-Wills Residential Complex (CBW) and Converse Hall) to the east, Bailey/Howe Library to the south, and the Central Heating Plant, Cook Science Building, Votey Hall, and Kalkin Building to the west. The large open space of the Central Campus Quad includes the Locust Grove and is one of the last remaining on-campus spaces used for important outdoor events and informal recreation. In addition, there are some important view corridors to be considered through to Converse Hall to the east and to the buildings along the Historic University Green to the west. The Site also includes existing parking lots west of Converse Hall and south of the Converse walkway. Refer below to potential siting and phasing to coordinate with FAHC’s project.

Today, the Site can be accessed most directly from Colchester Avenue from the north. However, future access to this Site will most likely be from East Avenue from the east. The Site is also within and accessible to the University’s Campus Area Transportation Shuttle (CATS) system.

The Site, as identified in the 2006 Campus Master Plan, is a very important landbank for residential uses along with the Green Mountain Walkway, a key priority landscape design project. Refer to the University’s Campus Master Plan Chapter 4.4 – Main Campus: Master Plan Development, Green Mountain Walkway (pages 138-139) for further details.

The University and FAHC are both in the process of developing important projects in this area of our campuses.

**University Projects.** The University is in the process of developing:

- **Science Technology Engineering Mathematics (STEM) initiative** that will change the context of the Cook Science Building and Votey Hall (refer to Attachment C – STEM Site Plan and Elevations for further details). Angell Hall and the Cook Science Building will be demolished as part of this project, and two new facilities (i.e., a new integrated teaching and laboratory building and a new faculty office and classroom building) will be constructed in this area. Additionally, Votey Hall will undergo selective renovation. The goal is to start construction by 2015 and complete construction by 2018.

- **Green Mountain Walkway,** an important and needed pedestrian corridor that is envisioned as the connective green space that creates a system of linkages through the core of campus to Trinity Campus to the north and University Heights, Athletic and Redstone campuses to the south. The University is working in partnership with Fletcher Allen Health Care (FAHC) to co-develop this important circulation amenity to service both institutions. Design of this important landscape corridor will need to be considered in the context and the site of this Project.
• **Chittenden-Buckham-Wills Residential Complex (CBW)** – Due to the FAHC Project described below, CBW will be demolished by early summer 2015. For purposes of this RFP, Converse Hall will remain as student housing.

• **Central Heating Plant (CHP) Expansion** – The expansion of the CHP facility to accommodate two new 1365-ton chillers will include a 30’ addition onto the east side of the CHP facility. Refer to Attachment A – Amended First-year Student Housing Site on Central Campus Location Map that depicts an approximation of the CHP Expansion.

• **Cooling Towers on north side of Bailey-Howe Library** – The cooling towers for the expansion of the chiller plant will be located along the east half of the north wall of the Bailey-Howe Library directly against the face of the building. Refer to Attachment A – Amended First-year Student Housing Site on Central Campus Location Map that depicts an approximation of the cooling towers location.

• **Bailey-Howe Library Road Relocation** – The University is no longer planning to relocate this roadway. It will remain in its current location. Refer to Attachment A – Amended First-year Student Housing Site on Central Campus Location Map.

**FAHC Project.**

FAHC is in the regulatory process to develop an Inpatient Building Project. The proposed construction start is summer of 2015 and completion by Fall 2018. Refer to Attachment D – FAHC Inpatient Building Project Site Plans & Elevations for the proposed site plans and elevations of the FAHC Inpatient Building Project. Note the projected elevation changes to the FAHC staging area within the Site limits.

Although the University and FAHC are separate legal entities, the two entities work collaboratively. To support FAHC’s need, the University has agreed to transfer a portion of land to FAHC to enable them to develop their Project and meet the requisite distance protocols for health care. Although boundaries have not been finalized for purposes of this RFP, responders should utilize the adjusted boundaries depicted on Attachment A – Amended UVM On-Campus First-Year Student Housing PROJECT SITE LOCATION MAP, dated 7/15??/2014. In addition, a portion of the Site (depicted on Attachment A – Amended) will be utilized temporarily through to September 2018 by FAHC for the staging area of their Project. **NOTE:** This portion of the Site will not be available to the University or the developer until the completion of the FAHC Inpatient Building Project, and therefore, the developer has the option of phasing portions of the Project contingent on the design and site plan. Since the Pre-Proposal Conference, held June 4, 2014, the construction/traffic roadway through Wills Hall depicted on the UVM STEM/FAHC Logistics Plan shared at the Pre-Proposal Conference will no longer be utilized. Please refer to Attachment A1 – Amended UVM/FAHC Logistics Plan.

It should also be noted that in order to meet the timeframe of the FAHC Project, it will be necessary for the University will have to remove
Chittenden-Buckham-Wills Residential Complex sooner than originally planned in the Housing Master Plan. The University is currently assessing potential off-campus temporary student housing sites to relocate students during the construction of all the numerous projects in this area.

Accordingly, the University has changed the sequencing of the HMP and now plans to develop the CBW and the Central Campus Quad area in a first phase for first-year student housing. This action also advances the University’s time line to consider replacement of the dining services that are currently located on Central Campus in Billings Center (Cook Commons) while also realizing more site and building efficiencies for the multiple concurrent projects within this overall central campus area.

The Site is zoned Institutional and is within the Institutional Core Campus (ICC-Main) overlay district and the Main Campus Height Overlay in the City of Burlington. The zoning lot coverage maximum within the ICC-Main is 70%. The existing lot coverage of this area of campus is 48.09%. The Height Overlay of this area allows for constructing up to 140’ above ground (not elevation based).

The Site is located in the North Campus Watershed that drains to the North Campus Stormwater Detention and Treatment Facility. The North Campus Stormwater Facility is located east of East Avenue and south of Centennial Sports District and just north of Centennial Woods Natural Area. Refer to Attachment E - Overall Campus Watershed Plan, WS-1, dated 12/9/2013. The North Campus Stormwater Facility eventually drains to Centennial Brook, which is an impaired waterway.

AutoCAD base mapping of the Site including topography, soil borings, utilities, building footprints, 3-D building models, roadways, and walkways, including Bailey/Howe Library section and floor plans is available electronically through UVM Campus Planning Services. **NOTE: The topographic and utility information provided is schematic in nature. The Developer is responsible for all topographic and utility surveying required to develop the Project.** Refer to Attachment F - UVM Existing Conditions Plans, dated 5/15/2014 for more site details. UVM Campus Planning Services will file transfer (FTP) the electronic AutoCAD map to the primary contact provided by the Developer at the Mandatory Pre-Proposal Conference & Site Visit.

Any plans, drawings, renderings, or specifications provided by the University in connection with the Project are provided on an "as is" basis for informational purpose only and without any expressed or implied warranties. By receipt hereof, the Developer agrees that the AutoCAD mapping will not be distributed or shared beyond the Development Team.

### 1.4 CURRENT HOUSING PROGRAM

The University currently owns and operates on-campus residence halls that contain 5,328 beds. Most of the University’s residence halls are located south of Main Street within the Redstone and University Heights campuses. All first and second-year students are required to live on campus. First year-students are not allowed to bring vehicles to campus. Current on-campus facilities are structured as either suite-style or double-loaded corridor style bedrooms with primarily single
and double rooms (refer to Attachment G – Residential Life: Residence Halls Listing that identifies the type of housing, the number of beds, and the gross square footage). For the past several years, the residence halls have generally opened with 98% occupancy and have averaged 94% occupancy during the academic year. All of the residence halls are wired for the Internet and wireless network access in addition to limited land lines provided for American Disabilities Act (ADA) accommodations in some student rooms, hallways on student room floors, and some common areas. Refer to https://reslife.uvm.edu/content/paying_for_housing/room_rates for the current student housing room rates.

All residential students are required to have a meal plan. Meal plans feature a combination of unlimited access (all-you-care-to-eat meals offered in traditional dining halls) and retail points that can be used at all food service locations on campus. Refer to https://reslife.uvm.edu/content/paying_for_housing/meal_plan_rates for the current meal plans and costs. Traditional dining halls that are all-you-care-to-eat facilities are currently located at Harris/Millis Residential Complex (located on University Heights Campus), Redstone Unlimited in Simpson Hall (located on Redstone Campus), and Cook Commons in Billings Hall (located on Central Campus).

The following table provides a listing of all dining facilities (i.e., food facilities and associated food services areas) that services the campus community:

<table>
<thead>
<tr>
<th>Bldg #</th>
<th>Building</th>
<th>Dining Facility *</th>
<th>ASF</th>
<th>Primarily Student Dining (ASF)</th>
<th>Seating Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>0034</td>
<td>DUDLEY H. DAVIS CENTER</td>
<td>Multiple food venues serving students, faculty, staff, and community</td>
<td>25,445</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0036</td>
<td>BAILEY/HOWE LIBRARY</td>
<td>Cyber Café serving students, faculty, staff, and other library patrons</td>
<td>126</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0039</td>
<td>BILLINGS ADDITION</td>
<td>Cook Commons - All-You-Care-to-Eat venue primarily serving students</td>
<td>6,088</td>
<td>6,088</td>
<td>300</td>
</tr>
<tr>
<td>0040</td>
<td>BILLINGS LIBRARY</td>
<td></td>
<td>4,761</td>
<td>4,761</td>
<td></td>
</tr>
<tr>
<td>0071</td>
<td>GIVEN C</td>
<td>The Atrium - Primarily serving College of Medicine and College of Nursing &amp; Health Sciences personnel</td>
<td>5,858</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0118</td>
<td>PATRICK GYMNASIUM</td>
<td>CAT’S Den Concessions - Venue serving special athletic events</td>
<td>1,778</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0160</td>
<td>WATERMAN BLDG</td>
<td>Waterman Café &amp; Waterman Manor - Two food venues serving students, faculty, staff and community</td>
<td>6,482</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0354</td>
<td>SIMPSON HALL</td>
<td>Redstone Unlimited - All-You-Care-to-Eat venue primarily serving students</td>
<td>16,913</td>
<td>16,913</td>
<td>275</td>
</tr>
<tr>
<td>0378</td>
<td>HARRIS-MILLIS COMMONS</td>
<td>Harris-Millis Dining - All-You-Care-to-Eat venue primarily serving students</td>
<td>10,915</td>
<td>10,915</td>
<td>290</td>
</tr>
<tr>
<td>0385</td>
<td>LIVING/LEARNING</td>
<td>University Marche &amp; Alice’s Café -</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Additionally, the University offers or is affiliated with student-occupied apartments:

- **Redstone Apartments.** Privately owned and operated under a long-term ground lease with the University, 214 beds of apartment-style housing, completed in 1993, located on the south end of Redstone Campus (housing primarily juniors, seniors, international students and graduate students).

- **Redstone Lofts.** Privately owned and operated under a long-term ground lease with the University, 403 beds of apartment-style housing, completed in 2012, located on the southeastern portion of the Redstone Campus, east of Mason-Simpson-Hamilton (MSH) residential complex and west of the Patrick-Forbush-Guterson Athletic Complex (housing primarily juniors, seniors, transfers, international, and graduate students).

- **Centennial Court Apartments.** Privately owned and operated under a long-term ground lease with the University, 80 apartments, constructed in 1993, located east of East Avenue within Centennial Campus (housing primarily faculty/staff affiliates along with an average of five graduate students).

- **Apartments & Family (Student) Housing.** University owned and managed family student housing (120 apartments) located at Fort Ethan Allen in the Towns of Essex and Colchester (housing primarily undergraduate and graduate students with families).

- **Spinner Place.** Privately owned and operated, off-campus apartments (312 beds) privately developed primarily for higher education upper class and graduate students located in downtown Winooski, north of the Main Campus. Currently, the University is leasing 40 beds. The additional 272 beds are currently leased to Champlain College. Both leases expire in 2015.

Refer to Attachment H – University Campus Map with student housing delineated including non-University owned projects.

Additional information can be found at [http://reslife.uvm.edu/](http://reslife.uvm.edu/).
1.4.1 STUDENT & FACULTY/STAFF HOUSING MASTER PLAN

The University’s Board of Trustees has endorsed the following conceptual recommendations of the Student & Faculty/Staff Master Plan through to 2026. Funding has not been identified or approved for these recommendations.

1. **Enhance the Green Mountain Walkway** – Provide a “pedestrian avenue” and connective green space that creates a system of linkages through the core of the campus to Trinity Campus to the north and to the Athletic, University Heights and Redstone Campuses to the south.

2. **Demolish Obsolete Housing** – Removal of Chittenden-Buckham-Wills (CBW) Residential Complex located in the core of the Main Campus and Coolidge Hall located on Redstone Campus based on the existing conditions and the excessive costs of updating and modernization.

3. **Improve Existing Housing** – Upgrade and improve selected existing housing (i.e., Jeanne Mance; Trinity Campus: McAuley, Mercy, McCann, Richardson, Hunt, Sichel, and Ready Halls; Converse Hall, Marsh-Austin-Tupper Residential Complex (MAT) and Harris-Millis Residential Complex).

4. **Focus on the First Year – Consolidation & Community** – Based on the outcome of focus groups, surveys, and interviews, and in order to enhance community building, consolidate all first-year students in housing on University Heights and Central Campuses.

5. **Build on Successful Sophomore Experience** – Build upon the success of housing mostly second-year students on Redstone Campus. This involves Recommendation #2 above to remove Coolidge Hall and construct a new residential hall at the north end of the Redstone Quadrangle.

6. **Juniors & Seniors** – Repurpose Jeanne Mance Hall and Trinity Campus housing for upper-class and graduate students. Additionally, encourage potential student housing alternatives in desirable downtown locations as a logical developmental progression for students from on-campus to independent living.

7. **Provide Closer Housing Options for Graduate Students & Upper-Class Undergraduate Students** – In connection with Recommendations #4 and #6 above, repurpose Trinity housing for upper class and graduate students since these areas are not conducive to building the first- and second-year community experience.

8. **Faculty & Staff Housing Options** – Continue use of Centennial Court Apartments for faculty and staff housing. If any vacancies exist at Fort Ethan Allen Housing (currently, primarily housing students with families), allow faculty and staff housing at this site.

Refer to the Board of Trustees Student & Faculty/Staff Housing Master Plan Presentation at [http://www.uvm.edu/~plan/?Page=housingmasterplan.html](http://www.uvm.edu/~plan/?Page=housingmasterplan.html) for further details. Note: Due to the FAHC Project and the requisite changes in boundaries between the University and FAHC, the site referred to in the above
presentation has been adjusted. Refer to Attachment A – First-year Student Housing Site on Central Campus Location Map.

2. PROJECT DESCRIPTION

2.1 PROJECT SCOPE OF SERVICES

The University will enter into development and ground lease agreements with the Developer to provide all services related to the financing, design, construction, leasing, and on-site facilities management services (excluding residential education programming, administrative services, housing administration, and dining management services which will be the sole responsibility of University Dining Services) for the Project (i.e., on-campus first-year student housing for a minimum of 450 beds up to 650 beds) and a dining facility with a seating capacity up to 500 (reduced from 900) seats.

The Project must include an on-site parking plan for service and emergency vehicles, handicapped, and limited student parking for the Project.

2.1.1 DEVELOPMENT, DESIGN AND CONSTRUCTION PLAN

The proposal must describe the approach to completing the design and construction within the existing local zoning and State of Vermont Act 250 land use regulations and must describe the elements that meet the requirements of the Leadership in Energy and Environmental Design (LEED™) for a minimum Silver certification. Refer to http://www.ci.burlington.vt.us/planning/zoning/zn_ordinance/cod_ordinance>toc.html for the applicable municipal zoning ordinance regulations. Refer to http://www.nrb.state.vt.us/ for the applicable State of Vermont Act 250 land use regulations. All questions for the City of Burlington or the State of Vermont regarding this Project must be routed through the University’s Campus Planning Services department.

2.1.1.1 Basic Elements

The proposal should address the following basic elements of the program:

- **Siting and Land Use** – Provide a conceptual site plan demonstrating how the proposal will minimize short and long-term environmental impacts on all aspects of the surrounding ecosystem. Provide exterior elevations and multiple massing simulations from all applicable viewshed perspectives, including, but not limited to, Colchester Avenue, University Place, and Main Street, and the campus viewsheds west of Converse Hall. Describe how your proposal actively incorporates the natural features of the Site including water flow, natural vegetation, climate, sunlight, wind patterns, existing view corridors, and history.

The Developer must understand the importance of this site including the Central Campus Quad and its current use for informal outdoor recreation and the site’s linkage to the planned projects (UVM & FAHC) as noted in Section 1.3. The Developer is encouraged to
maximize development of the Site in compliance with the University’s Campus Master Plan including the North District Design Guidelines and the recently adopted “Central Campus Quad” Planning Principles (refer to Attachment I - Central Campus Quad Planning Principles), the municipal zoning regulations, including building and lot coverage, and height restrictions. The University understands that the siting of this Project will require use of a portion of the south end of the Central Campus Quad. The University will consider innovative solutions including construction above roads and potential connections to the Bailey/Howe Library to meet the needs of the Project.

Identify the estimated lot coverage of your proposed site plan.

- **Building Design** – Provide conceptual drawings including proposed room layout designs and corresponding square footage by room type with rationale. Provide conceptual exterior elevation drawings. Describe the exterior aesthetics of the proposed building and site. Describe the building and site in context of the University and FAHC’s Inpatient Building Project described in Section 1.3 Existing Site and Development Conditions. Describe how your proposal promotes community through indoor and outdoor common spaces, integration with the surrounding University infrastructure, and use of vegetation. Provide a list of the support spaces and common spaces that will be incorporated into the Project, including postal services, trash and recycling services and their access.

- **Quality and Durability** – Identify proposed building materials and describe sustainability aspects, as well as the use of non-toxic materials. Identify any proposed use of local materials.

- **Energy Use** – Provide a conceptual design of the mechanical systems and describe how your proposal addresses energy efficiency including the building envelope (e.g., roof and exterior wall construction, incorporation of high R-value insulation and multi-paned windows), the design and use of landscaping, solar hot water heating, HVAC, renewable energy sources, heat recovery units, and efficient appliances. NOTE: It is possible to connect to the University’s Central Heating & Cooling Plant.

- **Resource Impacts** – Describe your proposed management of surface runoff, rainwater and gray water, and/or how the use of biological systems to process solid waste could be utilized.

- **Occupant Health/Indoor Air Quality** – Describe how your design proposal provides for natural lighting, circulation, social interaction, and overall security of the occupants.

- **Education** – Identify whether you will provide educational material to the occupants and visitors related to energy consumption, operation and maintenance, and other valuable facets of environmental sensitivity.

### 2.1.1.2 Additional Components

In addition to the above, the Developer will:
• Provide preliminary schematic circulation plans for pedestrians, bicycles, vehicles, emergency vehicles, delivery and service vehicles, and parking as well as ingress and egress to the Project.

• Propose security systems compatible with the University’s CatCard Key System (CBORD CS Gold) and housing management system (CBORD Odyssey HMS).

• Propose approach to utilizing the University’s Police Services for the Project.

• Propose connections to existing utilities and infrastructure, such as, roadways and circulation, stormwater, water and sewer, electricity, gas, telecommunications (telephone, internet), etc. The University is reviewing the current rate structure for communications operating costs. For purposes of projections, FY15 rate is $27.10/room/month.

  The Project must connect to the University’s Central Heating and Chiller Plant. The Developer will be responsible for all costs associated with the connections and usage. The University estimates the one-time cost of $1.4M plus $2,000/LF to connect from MH-N8 manhole (refer to Attachment F – Existing Conditions Plan, dated 5/15/14 for the location of MH-N8).

• Propose mail services that meet the United States Postal Service standards. The Developer must work with the University’s Campus Planning Services to establish a 911 address through the City of Burlington’s Department of Public Works.

• Propose a schedule that highlights Project milestones including development, financing, design, permitting, construction, and occupancy of the Project for August 1, 2017.

• Construct the Project in accordance with the approved construction documents and comply with all applicable codes and permits.

• Ensure that all employees of the general contractor, construction manager and their subcontractors performing work on this Project are to be paid not less than the State of Vermont governing mean prevailing wage rate. Refer to http://www/vtlmi.info/occupation.cfm for a complete listing of occupations and associated wage rates.

• Work with UVM Campus Planning Services to establish a community process for blasting protocols, if required. The Developer must adhere to the University’s blasting policy and specifications that will be distributed at the Mandatory Pre-Proposal Conference. Refer to Attachment F – Existing Conditions Plan’s AutoCAD version for soil borings data, etc.
2.1.1.3 Infrastructure Needs
The Developer is solely responsible for addressing infrastructure needs of the Project. The University has identified the following contacts for purposes of efficiencies and consistency. The University requests that you wait until after the Pre-Proposal Conference to contact the following resources with any further questions that have not been addressed in the pre-proposal conference.

**Water and Sanitary Services:**
City of Burlington Department of Public Works  
Steve Roy, Project Engineer, Public Works  
P.O. Box 878  
Burlington, VT 05402-0878  
(802) 865-7258  
FAX: (802) 864-8233  
E-mail: SRoy@burlingtonvt.gov

**Electrical Services:**
Burlington Electric Department  
Andy Naughton, Row/Line Extension Coordinator  
585 Pine Street  
Burlington, VT 05401  
(802) 658-0300  
FAX: (802) 865-7462  
E-mail: anaughton@burlingtonelectric.com

**Gas Services:**
Vermont Gas Systems  
Owen Brady, Key Account Representative  
P.O. Box 467  
Burlington, VT 05402-0467  
(802) 951-0338  
Cell: (802) 598-4644  
E-mail: OBrady@vermontgas.com

2.1.1.4 Required Resources
The Developer will also be required to:

- Consult with UVM Transportation & Parking Services and Campus Area Transportation Management Association (CATMA) regarding traffic, parking, circulation impacts, and any associated traffic study needs. All contact will be through UVM Transportation & Parking Services.

CATMA was formed by the “hill” institutions (UVM, Champlain College, Fletcher Allen Health Care, and American Red Cross) to jointly plan and manage parking and transportation in ways that better coordinate land use and lessen environmental impacts.

Contact Information:
Jim Barr, Director of Transportation & Parking Services
• Consult with Krebs & Lansing Consulting Engineers, the University’s campus-wide stormwater consultant, regarding stormwater, including any modifications to the North Campus Stormwater Treatment and Collection Facility that services the Site’s watershed.

The Project must connect to the North Campus Stormwater Treatment & Collection Facility at the Developer’s expense. The University has estimated the one-time “hook up” cost to be approximately $19,700/acre of impervious surface within the lease limits. The final hook-up fee will be provided at the Mandatory Pre-Proposal Conference.

The Developer’s civil engineer will be responsible for calculating post development curve numbers (CN), time of concentration (Tc), and any other required elements to obtain a State of Vermont Stormwater Permit. Krebs and Lansing Consulting Engineers will perform runoff calculations, and prepare and submit applications for the Operational Stormwater Permit. The Developer’s engineer will be required to design the Project to meet the recharge criteria of the State of Vermont Regulations. All remaining stormwater design work not listed above will be the responsibility of the Developer’s engineer.

Any new project in this watershed, including this Project, will be required to provide an additional 20% sediment offset in the watershed. The Developer will work with Krebs & Lansing Consulting Engineers to identify potential opportunities for the Developer’s purchase of the 20% sediment offset in this watershed.

The Developer will be responsible for its annual pro-rata share of UVM’s Stormwater Management program, including on-going scheduled maintenance as per UVM’s adopted Best Management Practices Policy. The pro-rata share will be based on the number of acres of impervious surface within the lease limits. The annual maintenance cost projected for 2015 is $0.0214/square foot or $932.81/acre of impervious surface within the lease limits but is subject to change. The projected annual maintenance cost will be provided at the Mandatory Pre-Proposal Conference. More information regarding the University Best Management Practices Policy can be found at http://www.uvm.edu/~plan/chapter_4_17_30, page 26.

Contact Information:
Krebs & Lansing Consulting Engineers, Inc.
Bill Nedde, Principal
164 Main Street
• Work closely under the direction of the University’s Campus Planning Services (CPS) for coordination and submittal of all required permit applications and amendments to the City of Burlington and State regulatory agencies to expedite the Project timeline. All municipal zoning and State of Vermont Act 250 permit applications and related documents will be prepared by the University’s CPS staff and agreed to by both parties (i.e., University and Developer).

Work in connection with CPS to develop and implement a permit strategy for the Project that maximizes support from the neighboring community and the City of Burlington and minimizes the Project timeline. The permitting strategy includes an appeal process, if any.

The Developer will be responsible for participating in all community and permit meetings and provide presentation materials and required regulatory actions as appropriate.

NOTE: Design development plans will be required to begin the permitting process.

The Developer will be responsible for all costs associated with permitting and permitting materials, including, but not limited to, the University’s legal, traffic and associated traffic studies, architectural, engineering, regulatory planning, stormwater, and other required consultants that may be hired by the University in its sole discretion.

2.1.1.5 Overall Components
In addition, other overall components of the Project will include:

• Compatibility with the 2006 UVM Campus Master Plan including, but not limited to, size, spatial relationships, view axis, aesthetics, signage, parking, and circulation. More information can be found at: http://www.uvm.edu/~plan.

• Compliance with all UVM, municipal, state, and federal laws, policies, and ordinances including rules governing buildings and facilities for persons with physical disabilities. Refer to the City of Burlington’s regulations and ordinances at http://www.ci.burlington.vt.us/planning/zoning/zn_ordinance/cod_ordinance>toc.html. The University requests that firms not contact the municipality directly regarding this Project to maintain clear communication lines.

• United States Green Building Council (USGBC) LEED™ with a minimum of Silver Certification.
• Residential hall style housing (i.e., no apartments) structured as either suite-style and/or double-loaded corridor style housing with primarily single and double occupancy rooms with appropriate bathrooms and common rooms identified.

• Fully furnished preferably utilizing Vermont made products where feasible.

• Wired for the Internet and wireless network access and limited land lines provided for ADA accommodations in some student rooms, hallways on student room floors, and some common areas.

• Residential Life’s staffing requirements for UVM’s administration and residential life programming component of a residential complex of 450-650 beds is estimated as follows:
  - One Residence Director (full-time live in, at approximately $35K plus fringe benefits, FY15, UVM’s fringe benefit rate is 41.8%);
  - One Office Manager (10-month staff, at approximately $24K plus fringe benefits, FY15, UVM’s fringe benefit rate is 41.8%);
  - One HESA graduate student (part-time, live in, at approximately $15K plus fringe benefit rate of 7.1%); and
  - 12-19 Resident Advisors (room and board at approximately 11K per RA/year).

The University’s fringe benefit rates are projected through FY19 as follows:

<table>
<thead>
<tr>
<th>Employee Class</th>
<th>FY15</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residence Director</td>
<td>41.8%</td>
<td>43.3%</td>
<td>46.8%</td>
<td>49.8%</td>
<td>52.8%</td>
</tr>
<tr>
<td>Graduate Student</td>
<td>7.1%</td>
<td>7.1%</td>
<td>7.1%</td>
<td>7.1%</td>
<td>7.1%</td>
</tr>
</tbody>
</table>

Residential Life’s programming needs include:
  - Main Desk;
  - 3 Adjacent Offices (i.e., Director, Office Manager, and Graduate Student);
  - 1 staff training room;
  - 1-3 additional offices for faculty participation in residential learning communities programs and/or summer conference activity;
  - Minimum of 2 apartments: a 2-bedroom apartment for the Residential Director, and a 1-bedroom apartment for the HESA graduate student; and
  - Given the number of overall beds, an additional 3rd apartment would be helpful to house an additional graduate student or have a live-in faculty apartment.

• On-site parking for service and emergency vehicles, handicapped, and limited student parking. First-year students are not permitted to bring vehicles to campus unless an exception is granted. In
addition, any existing service, handicapped, and emergency parking that will be displaced by the Project must be replaced on-site.

- The Developer is responsible to provide off-site parking for all construction personnel with the exception of one company vehicle per developer, general contractor, and each subcontractor. These vehicles may be parked elsewhere on campus with approval from Transportation and Parking Services (TPS) or within the staging area if space is available. The staging area, once defined, will not be increased in size to accommodate additional vehicles. All parking requests must be approved by the University Project representative before TPS will issue a permit.

- Throughout design and construction, close coordination with the University’s Campus Planning Services (CPS), Facilities, Design & Construction (FD&C), Physical Plant Department (PPD), Transportation & Parking Services (TPS), Police Services, Student Affairs, and other key stakeholders relative to site considerations, design and construction, traffic and circulation, permitting, communication, safety, and neighborhood issues.

- The Developer will be responsible for all Project costs including, but not limited to, connections to the University’s and/or City of Burlington infrastructure.

- The Developer must commit to build the Project for an agreed upon total Project cost, including hard and soft costs, permitting fees, consultant fees, financing costs, and contingencies and a guaranteed delivery date of August 1, 2017. If the Developer is unable to meet this occupancy date, the Developer will be required to provide alternative housing for students that have signed leases at the Developer’s sole expense until the Project is available and through the expiration date of any alternative housing agreements.

### 2.1.2 DEVELOPMENT/GROUND LEASE TERMS AND CONDITIONS

The University will enter into a development agreement and a long-term ground lease with the Developer to own, finance, design, permit, construct, lease and provide facilities management services (excluding the residential programmatic, administrative and dining services components that will be the sole responsibility of the University) for the Project. The following describes the minimum terms and conditions.

#### 2.1.2.1 Overall Development Agreement and Ground Lease

The overall development agreement and ground lease terms and conditions will:

- Not permit the University’s land to be subordinated to financing.
- Not permit the University to subordinate its interest in the land through the ground lease terms.
- Restrict the University’s right to dispose of its interest in the underlying land.
• Permit the use of the land and/or premises as first-year student housing and those ancillary and auxiliary uses associated with student housing permitted by applicable laws, ordinances, rules, regulations, variances, consents, permits, and licenses.

• Contain a provision that, upon the default of the Developer during development of the Project, the University may, at its option, complete the construction as necessary while permitting all other rights of the University or its lenders to remain in place.

• Contain a provision that the University must approve any change to the agreed upon Developer/Owner team members through occupancy.

• Contain standard default and cure rights upon the default of Developer/Owner/Manager.

• Contain a provision providing the University first right of refusal if the Developer/Owner or its successors chooses to sell the Project. The Developer/Owner or successors may only sell the Project with the University’s consent.

• Contain a provision allowing the University the option to acquire the Project at any time throughout the ground lease term for an amount calculated to pay the outstanding balance of any existing loan, plus return of initial equity, if any.

• Contain a provision for the Project to revert to the University at no cost at the end of the ground lease term or the Project will be demolished and removed and the site restored at the Owner’s expense if requested by the University.

• Contain a provision requiring the Developer/Owner to contract for a capital needs assessment and to make annual contributions to a capital fund based upon the assessment and to maintain a minimum capital balance for capital improvement throughout the ground lease term.

• Contain a provision requiring the Developer to contribute to a demolition fund throughout the ground lease term.

2.1.2.2 University Requirements
The development agreement and ground lease will contain the following provisions that the University will:

• Have the right to review and approve the construction agreement between the Developer and the General Contractor.

• Retain customary approval rights such as the right to review and approve the schematic design, design development and 100% completed construction documents, including all plans and specifications, and any major changes once the construction plans and specifications are approved, including any change orders or amendments.

• Have the right to review and approve property manager and delivery of management services throughout the ground lease term.
• Have the right to review and approve the proposed annual operating budgets, including operating expenses, capital expenditures, and levels of capital and demolition reserves.

• Have the right to audit the Project’s financial statements no less than once per year at the Property Manager’s expense.

• Incorporate the Project into the first-year housing room assignment process for on-campus housing.

• Have final approval over the financing structure.

• Not agree to a non-compete clause.

• Have the right to approve any refinancing. The Developer must use all refinancing proceeds to benefit the Project.

• Have the right to review and approve the naming of the Project.

2.1.2.3 Developer Responsibilities

The Developer will:

• Be solely responsible for financing all aspects of the Project through its own bonding/debt capacity. Proposals identifying a plan with 100% equity will be viewed more favorably.

• Be responsible for all Project costs including, but not limited to, connections to the University’s and/or City of Burlington infrastructure and permitting and consultant fees.

• Propose a long-term facilities management plan for the Project. Management options may include, but are not limited to, outsourcing to a property management firm experienced at managing comparable student housing projects. Management of all operations of the Project includes, but is not limited to, administration, maintenance, and capital renewal. Management does not include the residential education program or associated administrative services, which will be the sole responsibility of the University.

• Not assign, sublet, sell, or transfer any part of its interest without the prior written consent of UVM, which will be in the University’s sole discretion. Consent by UVM will be based upon a number of factors, including, but not limited to, the reputation, experience, and financial capacity of transferee and not necessarily the highest price offered. Transfer may not occur during construction or within six years of completion.

• Provide a stamped survey prepared by a surveyor licensed in the State of Vermont for the University-approved footprint of the Project that will delineate the actual Site in the ground lease and will be used for subdivision purposes.

• Provide the University a complete set of record documents (plans and specifications), including engineering, within sixty (60) days of occupancy of the Project in AutoCad format.
• If the Project is not open by August 1, 2017, provide substitute housing for all students that have signed contracts until the Project is fully opened and through the expiration date of alternative housing agreements.

• Pay a penalty to the University of $1,000/day if the Project is not open by August 1, 2017. However, if the delay in opening is beyond the Developer’s control as approved by the University, the penalty will not apply. Otherwise, the penalty will apply until the Project is fully opened.

• Maintain two reserve accounts:
  o The maintenance and capital renewal reserve should be funded annually based upon the capital needs assessment and to maintain a minimum capital balance for capital improvement throughout the ground lease term.
  o The demolition reserve account should be funded based upon the projected demolition costs and the length of the ground lease term.

• All reserve funds will remain with the current Owner of the Project and any balances will be transferred to the successor Owner of the Project upon the expiration of the ground lease term.

• Pay the University an annual ground rent.

• Pay the University the stormwater hookup fee and the annual stormwater maintenance fee. The stormwater maintenance fee will be calculated annually.

• Pay for any City of Burlington real and personal property taxes, assessments, payment in lieu of taxes (PILOT), or levies on land and improvements throughout the ground lease term including City stormwater fee for all impervious surfaces in lease area.

• Pay for any future tax assessments by another entity, such as the State of Vermont.

• Provide an annual budget of operations and maintenance expenses.

• Provide quarterly and annual financial reports to the University throughout the ground lease term, including, but not limited to, profit/loss statement, rent roll, balance sheet, check register, and bank statement.

2.1.3 PROPERTY MANAGEMENT PLAN

The Developer must state whether it intends to directly manage the Facility or subcontract with a management firm. The Developer shall describe the facility management philosophy/style of their firm or the contracting management firm as it pertains to first-year student housing. The Developer must describe its experience collaborating with University officials, working together for compatibility in processes and programs.
The Developer must provide evidence of their facilities management experience and expertise or that of their proposed management firm, including experience in higher education student housing, preferably first-year student housing, renting to college students, the ability to maintain high standards of maintenance and landlord/tenant relations. Include any survey results that have been utilized to assess the success and satisfaction of the occupants of the project, if available.

The Developer will propose a long-term management plan that includes management services, including, but is not limited to, staffing, administration, maintenance, custodial services, HVAC, elevator, electrical and plumbing maintenance, landscaping, snow removal, trash removal and recycling, and capital renewal. Specifically, provide:

- Proposed facilities rules and regulations
- Proposed UVM Residential Life programming and administrative lease terms
- Proposed resident rental rates, if differs from the University’s rental rates
- Proposed facilities staffing plan
- Provisions for 24-hour/7-day emergency response
- Policy regarding signatures on leases where the tenant is under 18 years
- Provide a sample of a facilities operations manual

Any agreement between the Developer and proposed facility management firm will be subject to the prior review and approval of the University.

Describe at least three higher education institutional housing projects managed directly or by sub-contract within the last five years, preferably, but not required, first-year on-campus housing. If the Developer intends to contract with a management firm, describe prior joint projects and their duration. Additionally, identify a similar project that the University may visit.

**2.1.4 FINANCIAL PLAN**

The University is seeking a financing structure that will not impact its balance sheet, debt capacity, or credit rating while positioning the Project as a marketable, sustainable, and financially feasible student housing project. Before final selection of the successful Developer and team, proposals will be reviewed by the University and its financial rating agencies to confirm that the Project as proposed will not impact the University’s balance sheet, debt capacity, or credit rating.

The Developer will be solely responsible for financing all aspects of the Project through its own equity and bonding/debt. Describe the financial plan that meets the University’s objectives and optimizes the financing of the Project throughout the ground lease term.
2.1.4.1 Development Budget
Submit a proposed development budget for the total cost of the Project including, but not limited to, costs such as:

- All services and costs necessary to design, permit, construct, finance, lease, and manage the Project, including all costs associated with connecting to the City’s and University’s infrastructure and associated parking.

- University staff costs will not be charged with the exception of Facilities, Design and Construction project coordination and Physical Plant support staff based on actual hours spent on the Project. The University’s estimated staff costs for project coordination and review is $40,000.

2.1.4.2 Operating Budget
Provide an annual operating budget and a pro-forma cash flow for the ground lease term clearly indicating the assumptions regarding income and operating costs in Excel format.

- For purposes of projecting rental income, the Developer will utilize Attachment J: Res Life 2014–2015 UVM Approved Housing Room & Meal Rates as a basis. For purposes of pro-forma projections, assume 4% annual increase to the attached rates over the ground lease term. However, if the Developer determines that a 4% increase to the rental rates over the ground lease term is not adequate to support the Project, the Developer should propose rental rates increases and the associated rationale for the University’s consideration.

- The Developer will provide an annual budget of administrative, operating and maintenance expenses, including management fees, if any.

- The Developer will be responsible for any real and personal property taxes, assessments, payment in lieu of taxes (PILOT), or levies on land and improvements throughout the ground lease term.

- The Developer will provide an estimate of major maintenance and/or capital renewal expenses for the ground lease term.

- The Developer will provide a breakdown of demolition reserves and describe the associated assumptions.

2.1.4.3 Financing and Transaction Structure
Describe how the Project will be financed including identification of funding sources and all parties involved in any capacity with the financing of the Project (e.g., equity or debt participants). The Developer will list all relevant parties, their respective legal and/or corporate structure and a description of the role of each party to the financing, including, but not limited to, attorneys, consultants, investment bankers, and lenders.

The Developer will provide an itemized list of all estimated up-front (development budget) and on-going fees (operating budget) and charges
in addition to assumptions about the financing term, amount, interest rates, and any other information necessary.

The Developer will provide a commitment letter from the financial institution that will provide financing.

**2.1.4.4 Fee Proposal**

Provide a breakdown of all fees and reimbursable expenses required to complete the Project, including:

- Developer’s fee, including contingencies;
- Architect’s fee inclusive of all sub-consultants and reimbursable expenses, and contingencies;
- Contractors fee inclusive of all overhead, profit, and contingencies;
- An estimate of the fees to finance the Project; and
- Any other fees to the Developer to complete the Project, including, but not limited to, brokerage commissions, management fees, housekeeping, grounds maintenance, etc.

### 3. GENERAL INFORMATION FOR DEVELOPERS

**3.1. REVISIONS TO RFP**

The University may modify this RFP, prior to the date fixed for submission of the Proposals, by issuance of an addendum or addenda. The University may extend the deadline for proposal submission at its sole discretion.

**3.2. CANCELLATION OF RFP**

The University may cancel this solicitation, in whole or in part, or reject all proposals submitted when this action is determined to be in the best interest of the University.

**3.3. ACCEPTANCE OF SUBMITTALS**

The University reserves the right to accept or reject any or all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with the designated Developer representatives, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. All RFP responses will become the property of the University and the University will have the right to use the proposals in its sole and absolute discretion.

**3.4. INCURRED EXPENSES**

All costs incurred by the Developer in preparing and submitting a proposal will be the sole responsibility of the Developer and will not be reimbursed by the University under any circumstances whether or not any agreements are executed as a result of this RFP.
3.5. **DISCREPANCIES AND CLARIFICATIONS**

The University reserves the right to request clarification or to request additional information that might be required to evaluate the proposals. Proposals that are incomplete or conditioned or are not in conformity with this RFP may be rejected in the University’s sole discretion.

3.6. **DEVELOPER’S RESPONSIBILITIES**

The Developer will be required to bring to the attention of the University expressly, in writing, any substitution or change proposed to this RFP. The University will not be bound to a substitution or change unless agreed to in writing.

3.7. **LICENSING REQUIREMENTS**

The University has registered the following trademarks: “The University of Vermont”, “UVM”, “Catamounts”, the official University seal, the Tower logo, and the V-Cat logo. The University may also register additional trademarks. All uses of the University’s marks require permission from the University Licensing Program.

3.8. **CONFIDENTIALITY OF PROPOSALS**

As an instrumentality of the State of Vermont, the University is subject to the Vermont Public Records Act. 1 VSA Section 315 et seq., and cannot guarantee that information submitted in response to this RFP will be exempt from disclosure under the Act. Documentation generally is held as confidential pending selection of a Developer and execution of a contract. Afterward, records are subject to release unless they are otherwise exempt from disclosure under the Public Records Act.

3.8 **NON-DISCRIMINATION**

The Developer will abide by all federal, state, and local laws and all University policies that prohibit discrimination, discriminatory harassment, sexual harassment, and retaliation.

3.9 **PERIOD OF FIRM OFFER**

The Developer agrees that proposals submitted to UVM may not be modified for a period of one hundred twenty (120) days after the date and time scheduled for the receipt and opening of the proposals.

3.10 **WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn in writing or by telephone prior to the time fixed for opening. Withdrawals placed in the mail postmarked prior to the time set for the opening will be accepted. Telephone withdrawals must be confirmed in writing.

Negligence on the part of the Developer in preparing the proposal confers no right of modification of the proposal after such proposal has been opened.

3.11 **SUSPENSION & DEBARMENT**

In accepting this Contract, the Developer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or
voluntarily excluded from participation in this transaction by any Federal department or agency. And change in the debarred or suspended status of the recipient during the life of this Contract must be reported immediately to UVM.

3.12 INSURANCE AND INDEMNIFICATION REQUIREMENTS

The Developer shall, at its own expense, maintain during the entire performance period of the contract insurance in the minimum amounts specified below. The Developer further agrees to indemnify and defend the University, its officers and employees from and against any and all claims, losses, injuries or damages that may arise from the negligence of Developer or from the breach of any terms or conditions arising out of the contract between the Developer and UVM.

3.12.1 ARCHITECT

During design and construction, the architect and all other design professionals shall carry professional liability insurance (E&O insurance) covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in any amount not less than $1.0 million each claim and $2.0 million annually aggregated. Coverage shall include liability arising out of a contract. If such insurance is on a claims made basis, the Architect shall maintain liability coverage for not less than five years following the date of substantial completion of the Project.

3.12.2 GENERAL CONTRACTOR/CONSTRUCTION MANAGER

During construction, the GC/CM shall carry:

“All risk” Builders Risk Insurance with a limit of liability of 100% of completed value of the Project, to include the interests of the University mortgagee, contractors and subcontractors involved in the Project.

Performance Bond and Labor & Materials Payment Bond equal to 100% of the contract sum, with the University as obligee.

Bid Bond guaranteeing if awarded the contract, the successful bidder will sign the contract, furnish all necessary performance & payments bonds, and if successful bidder defaults, the surety pays the difference between the successful bidder’s bid and the next higher one.

Workers Compensation insurance in accordance with Vermont statutory requirements and Employers’ Liability insurance in the amount not less than $1.0 million each occurrence, and $1.0 million annual aggregate.

Owners and Contractors Protective Liability protecting the interests of the University and general contractor/construction manager, $1.0 million per occurrence.

Commercial General Liability Insurance including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than $5.0 million combined single limit, per occurrence, and $5.0 million annual aggregated to this Project.

Commercial Automobile Liability Insurance in an amount not less than $5.0 million per occurrence for bodily injury and property damage liability
arising out of the operation and use of owned, hired, and non-owned vehicles and naming the University of Vermont as additional insured.

**Contractors Pollution Liability Insurance** in an amount not less than $1.0 million per occurrence.

### 3.12.3 **OWNER/MANAGER**

The owner/manager shall, at its own expense, maintain the minimum amounts of insurance throughout the ground lease term, as specified below. Owner/Manager will agree to indemnify and defend the University, its officers and employees from and against any and all claims, losses, injuries or damages that may arise from the negligence of owner/manager, its carelessness, its use or occupancy of the Project, and any breach of the ground lease terms.

- **Commercial General Liability Insurance** including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than $10.0 million combined single limit, per occurrence, and $10.0 million annual aggregate and naming the University of Vermont as additional insured.

- **All Risk Property Insurance** – Once the Project is completed and suitable for occupancy, Owner/Manager shall secure all risk property insurance on a replacement cost basis, covering all buildings, improvements, and business personal property as located on the leased property (Project). The policy shall name the University of Vermont and any mortgagee as their interests may appear. Such policy shall include boiler & machinery coverage or will otherwise be separately obtained.

- **Commercial Automobile Liability Insurance** in an amount not less than $5.0 million per occurrence for bodily injury and property damage liability arising out of the operation and use of owned, hired, and non-owned vehicles and naming the University of Vermont as additional insured.

- **Workers Compensation Insurance** in accordance with Vermont statutory requirements and Employers’ Liability insurance in the amount not less than $1.0 million each occurrence, $1.0 million annual aggregate.

Any such combination of primary and/or umbrella liability insurance coverage may be utilized to meet the liability insurance requirements enumerated above.

### 3.12.4 **PROOF OF INSURANCE**

Companies authorized to do business in the State of Vermont and rated no less than "A" by the latest edition of Best's Insurance Guide, published by Alfred M. Best Co. or equivalent, shall issue all insurance policies. Certificates of Insurance shall be furnished prior to the award of the contract. Certificates shall clearly indicate the coverage type, insurance amount, and additional insured status as noted above. The Certificates must provide that in the event of any material change or cancellation of the policies, the University will be given thirty (30) days prior written notice thereof. The University’s Risk Management Department will review
the insurance coverage every 3 years and the Developer/Owner will update its coverage over the ground lease term at its sole expense.

4. PROPOSAL SELECTION

This Section provides the basis of the proposal selection including the overall process, submission requirements, and the evaluation criteria.

4.1 PROCESS

4.1.1 SELECTION COMMITTEE

The Selection Committee will evaluate all proposals received by the closing deadline (Wednesday, July 30, 2014 at 4:00 PM EST). The Selection Committee is comprised of representatives from the following University departments:

- Division of University Relations & Administration (Vice President for University Relations & Administration)
- Division of Finance (Vice President for Finance & Treasurer)
- Office of the Provost (Vice Provost for Student Affairs and Assistant Dean of Students)
- Residential Life (Director and Associate Director)
- Campus Planning Services (Director and Associate Planner)
- Capital Planning and Management (Director)
- Transportation & Parking Services (Director)
- Facilities, Design, and Construction (Director)
- Physical Plant (Director)
- Student Housing Consultants to the University as advisors to the Selection Committee

The Selection Committee will forward recommendations to the President and Provost for final selection and Board of Trustees approval as appropriate.

4.1.2 SCHEDULE

The Selection Committee expects to adhere to the following schedule in undertaking the selection process:

<table>
<thead>
<tr>
<th>Action Steps</th>
<th>Schedule Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP distributed</td>
<td>Friday, May 16, 2014</td>
</tr>
<tr>
<td><strong>Mandatory Pre-Proposal Conference &amp; Site Visit</strong></td>
<td>Wednesday, June 4, 2014; 1:30 – 4:30 PM</td>
</tr>
<tr>
<td>Distribution of Pre-Proposal Conference &amp; site Visit Minutes</td>
<td>Monday, June 16, 2014</td>
</tr>
</tbody>
</table>
### 4.1.3 MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

The purpose of the mandatory pre-proposal conference & site visit is to answer questions regarding the RFP. The pre-proposal conference will be held on **Wednesday, June 4, 2014** from **1:30 – 4:30 PM** in **101 Fleming Museum**. Refer to Attachment H – Campus Map, updated 5/15/2014 for the location of the Mandatory Pre-Proposal Conference.

### 4.1.4 DEVELOPER INQUIRIES

Inquiries concerning this RFP must be received in writing via e-mail only from the primary contact representative of the Development Team, by **Monday, June 30, 2014, 4:00 PM EST**. Except as specifically permitted in Section 2.1.1 Development, Design, Permitting and Construction Plan, from the date of this RFP until a final agreement is executed and the selection is announced, the Developers are not permitted to communicate for any reason with any University representative or consultant regarding this Project except through e-mail as follows:

- **housing.rfp@uvm.edu**
- UVM Campus Planning Services (CPS)
- Linda Seavey, Selection Committee Member, Director of CPS

Any Developer found to violate this provision is subject to elimination by the University.

The University’s responses to inquiries will be made in writing (e-mail) and provided to all prospective Developers (Development Team primary contact only).

### 4.1.5 WRITTEN ADDENDA

The Selection Committee may modify this RFP, prior to the date fixed for submission of Proposals, by issuance of an addendum or addenda.
4.1.6 PROPOSAL FORMAT

Proposals must be submitted in the format outlined in Section 4.2. Submission Requirements, with each of the sections completed in full. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The Selection Committee reserves the right to eliminate from further consideration any proposal deemed to be incomplete or substantially or materially non-responsive to the request for information contained herein.

4.1.7 SUBMISSION OF PROPOSALS

Full submission including sixteen (16) copies and one (1) CD or DVD of all proposals must be received no later than Friday, August 29, 2014 by 4:00 PM EST.

The University reserves the right to extend the deadline for submission. NOTE: Proposals received after this date and time (or extension date if applicable) will not be accepted. The Developer’s “message-sent-time-stamping” by the University will not be used as a means of receipt.

Proposals shall be delivered to:

Attention: Linda Seavey
UVM Campus Planning Services
University of Vermont
109 South Prospect Street
Burlington, VT 05405
(802) 656-3208

Directions to UVM Campus Planning Services:

- From I89 head west on Route 2 (Exit 14W)
- Turn right at South Prospect Street
- Turn left on College Street
- Take the first left into UVM’s Visitor Parking Lot.
- Campus Planning Services is located on the second floor of Peirce-Spaulding House (109 South Prospect Street).

The entire proposal shall be in a sealed package. The name and address of the Developer shall appear on the outside of the package and the package shall refer to the On-Campus First-Year Student Housing and due date.

4.1.8 THE UNIVERSITY OF VERMONT BOARD OF TRUSTEES

The Project and any associated contractual commitments to any Developer are subject to and conditioned upon final approval by the University’s Board of Trustees.

4.2 SUBMISSION REQUIREMENTS

4.2.1 PROPOSAL FORMAT

The proposal must be organized, tabbed and labeled as follows:
4.2.2 TRANSMITTAL LETTER

A transmittal letter prepared on the Developer’s business stationery should accompany each Proposal. The letter should indicate that the Developer received the “amended RFP” and provide the Development Team’s primary representative with all contact information for all future University correspondence related to the Proposal. An individual, who is authorized to negotiate with the University and bind the firm to all statements, including services and prices, contained in the Proposal must sign the letter.

4.2.3 TABLE OF CONTENTS

The Proposal shall have a Table of Contents that conforms to the organization set forth in Section 4.2.1.

4.2.4 TAB 1 – EXECUTIVE SUMMARY

Provide a brief summary of the overall approach to complete the financing, design, construction, leasing, and facilities management services of the On-Campus First-Year Student Housing Project.

4.2.5 TAB 2 – SUMMARY OF QUALIFICATIONS

Provide a brief overview of your firm, type of ownership, length of time the firm has been in business, firm capabilities, key management personnel, staffing plan and your firm’s business approach to working with the University.

Introduce the proposed Project team, including all consultants. Furnish resumes of all key personnel to be assigned to the Project, including the relevant experience that each team member will bring to the Project and reasoning as to why they have been selected. Identify and define the individual roles. Describe how the team has successfully worked together on completed projects of similar scope in the past 3 – 5 years. Provide Federal Tax Identification # for all outside consultants.

Provide a list of at least 3 and no more than 6 projects of similar in scope of higher education institutional projects, preferably first-year housing with dining options that your firm has undertaken within the last 5 years, including description of project, size, original estimated cost as compared to the original bid amount and final cost (Total Cost, Cost per SF, Cost per
Bed and Cost per Unit basis), date of completion, photographs and complete client contact information. If available, highlight projects that contain environmentally responsible design and/or projects that are LEED™ certified.

Please provide supporting information demonstrating your experience in developing and managing on-campus student housing projects. If you do not intend to operate the Project directly, please state and identify the management plan you propose, including the skills and experience your third party manager will bring to the Project.

Provide Federal Tax Identification # for your firm and updates regarding changes to the Development team’s qualifications as submitted in the Request for Information. This includes, but is not limited to, a change in financial condition, team members, firm capacities, lawsuits, insurance, etc.

NOTE: If the Development Team responded to the University’s recent Request for Information (distributed October 16, 2013) and the team members and overall qualifications of the team have not changed since the Request for Information submittal, then the Developer is not required to resubmit evidence of qualifications.

4.2.6 TAB 3 – DESIGN AND CONSTRUCTION PLAN

Refer to Section 2.1.1 Development, Design, Permitting and Construction Plan for submission requirements.

4.2.7 TAB 4 – MANAGEMENT PLAN

Refer to Section 2.1.3 Management Plan for submission requirements.

4.2.8 TAB 5 – FINANCIAL PLAN

Refer to Section 2.1.4 Financial Plan for submission requirements.

4.2.9 TAB 6 – CONTRACT PROVISIONS

The Developer will confirm the acceptance of the terms of the development and ground lease agreements as set forth in Section 2.1.2. If the Developer does not agree with all aforementioned terms, then the Developer will list any terms of the development and/or ground lease agreements to which it takes exception and that will require negotiation. In addition, the Developer will list any additional provisions to the terms that the Developer requests the University to consider. The University reserves the right to impose additional or different terms through negotiations of the actual development and ground lease agreements.

4.2.10 TAB 7 – SUPPLEMENTAL INFORMATION

This section shall be used for the presentation of supporting materials and information to the Proposal. These materials should be kept to a minimum and provided only if they directly support the Proposal.

The Developer will submit current certificates of insurance as stated in Section 3.12 Insurance and Indemnification Requirements.
As noted above, the Developer will include in the transmittal letter acknowledgement of the receipt of the amended RFP.

4.3 EVALUATION CRITERIA

The University will conduct a comprehensive evaluation of each proposal. Selection of the successful Developer will be based on the proposal that demonstrates the strongest qualifications and capacity to complete the Project. The University may reject any or all Proposals in accordance with the University’s objectives outlined in Section 1.2, Project Objective.

4.3.1 SELECTION CRITERIA

Each Proposal that conforms to the requirements of this RFP and submission of the information requested in Section 4.2, Submission Requirements, will be evaluated using the following criteria:

- Developer’s recent and demonstrated experience with similar higher education projects;
- Expertise, experience, local knowledge, and qualifications of the design team and consultants proposed for the Project, including examples of projects constructed in cold weather climates;
- Expertise, experience and qualifications of the contractor and subcontractors proposed for the Project;
- Expertise, experience and qualifications of the facility management firm proposed for the Project;
- Innovative design and construction plan, including environmental components, efficient site utilization, overall quality of construction, and achievement of University goals and objectives;
- Financial Plan that does not impact the University’s balance sheet, debt capacity, or credit rating as confirmed by the University and its rating agencies;
- Property Management Plan;
- Ability to meet the bonding and insurance requirements;
- The ability to complete the design, permitting and construction of the Project within the proposed time frame;
- Favorable transaction structure for the alignment of interests of the University and the Developer; and
- Favorable site visit and reference checks.
ATTACHMENTS:
NOTE: Other supporting documents have been distributed to the developers as part of the minutes of the Pre-Proposal Conference and UVM Responses to Developer Questions, distributed July 18, 2014.

ATTACHMENT A – Amended UVM On-Campus First-Year Student Housing PROJECT SITE LOCATION MAP, dated 7/15/2014

ATTACHMENT A1 – Amended UVM/FAHC Construction Logistics Plan, dated 7/16/2014

ATTACHMENT B – Impact on Credit Quality/Analysis, Moody’s Investors Service, U.S. Public Finance “Privatized Student Housing and Debt Capacity of US Universities”, dated March 2010

ATTACHMENT C – UVM STEM Initiative Site Plan & Elevations, dated 5/2 & 5/2014

ATTACHMENT D – FAHC Inpatient Building Project Site Plan & Elevations, dated 4/1/14 & 3/12/14

ATTACHMENT E – Overall Campus Watershed Plan, WS-1, dated 12/9/2013

ATTACHMENT F – UVM Existing Conditions Plans, dated 5/15/2014

ATTACHMENT G – Residential Life: Residence Halls Listing

ATTACHMENT H – Campus Map: Student Housing, Dining Services & Mandatory Pre-Proposal Conference Location, dated 5/15/2014

ATTACHMENT I – UVM Central Campus Quad Planning Principles


NOTE: UVM will file transfer (FTP) to each Development Team:

- RFP and attachments in pdf format
- UVM Campus Planning Services will file transfer (FTP) the electronic AutoCAD map (Attachment F – UVM Existing Conditions Plan in AutoCad, dated 5/15/2014 for this area of campus, 3-D buildings models, and Bailey/Howe Library section and floor plans) to the primary contact provided by the Developer at the Mandatory Pre-Proposal Conference & Site Visit.

THE UNIVERSITY LOOKS FORWARD TO YOUR PROPOSAL. THANK YOU FOR YOUR CONTINUING INTEREST IN THE UNIVERSITY OF VERMONT.

END OF REQUEST FOR PROPOSALS
UVM On-Campus First-Year Housing Project Site Location Map

Map Produced by UVM Campus Planning Services
Orthophotography: 2013 CCRPC 15cm; Fugro Earthdata, Inc.
Date Saved: 7/15/2014 1:10:59 PM

**Proposed Student Housing Site**
~2.64 Acres

**FAHC Temporary Staging Area**
~.72 Acres

**UVM/FAHC New Boundary**

**Total Proposed Student Housing Site**
~3.36 Acres

**UVM BOUNDARY (APPROXIMATE)**

**PROPOSED STUDENT HOUSING SITE**

**FAHC TEMPORARY STAGING AREA**

**UVM/FAHC BOUNDARY ADJUSTMENT**

**CHITTENDEN HALL**

**BUCKHAM HALL**

**WILLS HALL**

**STEM Site**

**New Cooling Towers**

**CHP Expansion**

**Carrigan Drive**
<table>
<thead>
<tr>
<th>PROJECT CHARACTERISTIC</th>
<th>LIMITED IMPACT</th>
<th>MODERATE IMPACT</th>
<th>STRONG IMPACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Project located off-campus and not adjacent to campus</td>
<td>Project located on campus or adjacent to campus</td>
<td>Project located in central on-campus location amid university-owned student housing</td>
</tr>
<tr>
<td>Ground Lease</td>
<td>Housing not constructed on university or foundation owned land</td>
<td>University or foundation owns underlying land which is ground leased to a third-party</td>
<td>University or foundation owns underlying land which is ground leased to a third-party</td>
</tr>
<tr>
<td>Share of Student Residences</td>
<td>Project is minimal amount of student housing (less than 10%)</td>
<td>Project is meaningful amount of student housing (10-30%)</td>
<td>Project is strategic component of student housing (over 30%)</td>
</tr>
<tr>
<td>Student Market Segment</td>
<td>Project is not limited to university use</td>
<td>Project is intended to house upperclassmen, graduate, or professional students</td>
<td>Project is intended to house undergraduate students, especially freshmen</td>
</tr>
<tr>
<td>Student Services</td>
<td>No university services available at project</td>
<td>Some minor university services available such as shuttle bus</td>
<td>Similar services available as at other university housing</td>
</tr>
<tr>
<td>Rental Rates</td>
<td>No university involvement in setting rental rates</td>
<td>University involvement in setting rental rates along with third-party</td>
<td>University substantially controls rental rates</td>
</tr>
<tr>
<td>Marketing and Management</td>
<td>No university involvement in management, marketing, or directing students</td>
<td>University involved in management, marketing, or directing students</td>
<td>University markets project as on-campus housing and manages housing</td>
</tr>
<tr>
<td>Project Assistance</td>
<td>No direct/indirect assistance</td>
<td>University assists the project to obtain tax-exempt status</td>
<td>University assists the project in obtaining access to same utility rates and other public services as university-owned student housing</td>
</tr>
<tr>
<td>Cash Flow</td>
<td>University does not receive residual cash flow or project at end of financing term</td>
<td>University receives residual cash flow or project at end of financing term</td>
<td>University receives previously established cash flow (not dependent on project performance) and/or is required to purchase project at end of financing term</td>
</tr>
<tr>
<td>Construction Risk</td>
<td>No interim or other type of financing extended from university or foundation to developer</td>
<td>Implicit university oversight of the project is an important aspect of mitigation of construction risk</td>
<td>Interim loan to construct the facility eliminating construction and lease up risk</td>
</tr>
<tr>
<td>Non-Compete Clause</td>
<td>University does not enter into non-compete clause</td>
<td>University agrees to limited lease up or occupancy tests in privatized housing before building additional housing</td>
<td>University agrees to stringent lease up or occupancy tests in privatized housing before building additional housing</td>
</tr>
</tbody>
</table>
### Impact on Credit Quality/Analysis

<table>
<thead>
<tr>
<th>PROJECT CHARACTERISTIC</th>
<th>LIMITED IMPACT</th>
<th>MODERATE IMPACT</th>
<th>STRONG IMPACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guarantees and Support Agreements</td>
<td>No university guarantee regarding minimum beds or rent levels; no first fill policy or support agreement; if the university markets the privatized student housing project, it is distinguished from other university housing options.</td>
<td>Privatized housing is marketed along with university housing with minimal differentiation in the status of the housing; university agrees to recommend housing to students who are on waiting list.</td>
<td>University enters into minimum bed or rent guarantee, first fill policy, or support agreement.</td>
</tr>
<tr>
<td>Other</td>
<td>No action taken to enforce payment of rental fees on privatized student housing</td>
<td>University offers option to have financial aid applied directly to rental housing payments, but does not take other action if payment is not made.</td>
<td>University requires that financial aid be applied to rental payments and withholds transcripts if rental payments are not made on a timely basis.</td>
</tr>
</tbody>
</table>


Campus Planning Services
Attachment B – Moody’s Impact on Credit Quality/Analysis
2014 RFP – 1st Year Student Housing
Option 2
<table>
<thead>
<tr>
<th>RESIDENCE HALLS</th>
<th>Type of Housing</th>
<th>Student Beds</th>
<th>Student Non-Stdt</th>
<th>TOTAL *</th>
<th># of Floors**</th>
<th>GSF</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CENTRAL CAMPUS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Chittenden Hall</td>
<td>Double Loaded Corridors</td>
<td>130</td>
<td></td>
<td>130</td>
<td>4</td>
<td>29,410</td>
</tr>
<tr>
<td>Buckingham Hall</td>
<td>Double Loaded Corridors</td>
<td>132</td>
<td>1</td>
<td>133</td>
<td>4</td>
<td>25,015</td>
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<tr>
<td>Wills Hall</td>
<td>Double Loaded Corridors</td>
<td>127</td>
<td>1</td>
<td>128</td>
<td>4</td>
<td>23,511</td>
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<tr>
<td><strong>Subtotal CBW Complex:</strong></td>
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<td>389</td>
<td>2</td>
<td>391</td>
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<td>77,936</td>
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<tr>
<td>Converse Hall</td>
<td>Single &amp; Double Rooms</td>
<td>159</td>
<td>3</td>
<td>162</td>
<td>5</td>
<td>42,796</td>
</tr>
<tr>
<td>Jeanne Mance</td>
<td>Double Loaded Corridors</td>
<td>145</td>
<td>2</td>
<td>147</td>
<td>6</td>
<td>37,383</td>
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<tr>
<td><strong>SUBTOTAL CENTRAL CAMPUS:</strong></td>
<td></td>
<td>693</td>
<td>7</td>
<td>700</td>
<td></td>
<td>158,115</td>
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<td><strong>TRINITY CAMPUS:</strong></td>
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<tr>
<td>McCann Hall</td>
<td>Suite-Style</td>
<td>41</td>
<td>1</td>
<td>43</td>
<td>3</td>
<td>10,665</td>
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<tr>
<td>Richardson Hall</td>
<td>Suite-Style</td>
<td>42</td>
<td>2</td>
<td>44</td>
<td>3</td>
<td>10,665</td>
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<tr>
<td>Hunt Hall</td>
<td>Suite-Style</td>
<td>41</td>
<td>2</td>
<td>43</td>
<td>3</td>
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<td>Sicel Hall</td>
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<td>43</td>
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<td></td>
<td>174</td>
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<td>McAuley Hall</td>
<td>Double Loaded Corridor</td>
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<td></td>
<td>163</td>
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<td>Cottages</td>
<td>Apartment-Style</td>
<td>26</td>
<td></td>
<td>26</td>
<td>2 EACH</td>
<td>11,562</td>
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<td><strong>SUBTOTAL TRINITY CAMPUS:</strong></td>
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<td>3</td>
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<td><strong>UNIVERSITY HEIGHTS CAMPUS:</strong></td>
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<td></td>
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<tr>
<td>Living/Learning Building A</td>
<td>Suite-Style</td>
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<td>6</td>
<td>123</td>
<td>3</td>
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<td>Living/Learning Building B</td>
<td>Suite-Style</td>
<td>117</td>
<td>2</td>
<td>125</td>
<td>3</td>
<td>38,235</td>
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<td>Living/Learning Building C</td>
<td>Suite-Style</td>
<td>105</td>
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<td>105</td>
<td>3</td>
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<td>Living/Learning Building D</td>
<td>Suite-Style</td>
<td>117</td>
<td>1</td>
<td>120</td>
<td>3</td>
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<tr>
<td>Living/Learning Building E</td>
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<td><strong>Subtotal MAT</strong></td>
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<td>333</td>
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<td>Mills Hall</td>
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<td>328</td>
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<td>University Heights North</td>
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<td>***</td>
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<td>University Heights South</td>
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<td>397</td>
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<tr>
<td><strong>Subtotal University Heights</strong></td>
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<td>7</td>
<td>812</td>
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<td>281,556</td>
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<td><strong>SUBTOTAL UNIVERSITY HEIGHTS CAMPUS</strong></td>
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<td>20</td>
<td>2,473</td>
<td>702,031</td>
</tr>
<tr>
<td><strong>REDSTONE CAMPUS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coolidge Hall</td>
<td>Double Loaded Corridors</td>
<td>146</td>
<td></td>
<td>147</td>
<td>3</td>
<td>30,510</td>
</tr>
<tr>
<td>Mason Hall</td>
<td>Double Loaded Corridors</td>
<td>157</td>
<td>1</td>
<td>158</td>
<td>5</td>
<td>38,440</td>
</tr>
<tr>
<td>Simpson Hall</td>
<td>Double Loaded Corridors</td>
<td>157</td>
<td></td>
<td>157</td>
<td>3</td>
<td>68,029</td>
</tr>
<tr>
<td>Hamilton Hall</td>
<td>Double Loaded Corridors</td>
<td>117</td>
<td>1</td>
<td>118</td>
<td>4</td>
<td>35,973</td>
</tr>
<tr>
<td><strong>Subtotal MSH</strong></td>
<td></td>
<td>431</td>
<td>2</td>
<td>433</td>
<td></td>
<td>140,442</td>
</tr>
<tr>
<td>Wing Hall</td>
<td>Double Loaded Corridors</td>
<td>154</td>
<td>1</td>
<td>155</td>
<td>4</td>
<td>37,236</td>
</tr>
<tr>
<td>Davis Hall</td>
<td>Double Loaded Corridors</td>
<td>158</td>
<td>2</td>
<td>160</td>
<td>4</td>
<td>53,216</td>
</tr>
<tr>
<td>Wilks Hall</td>
<td>Double Loaded Corridors</td>
<td>159</td>
<td>1</td>
<td>160</td>
<td>4</td>
<td>37,669</td>
</tr>
<tr>
<td><strong>Subtotal WDW</strong></td>
<td></td>
<td>471</td>
<td>4</td>
<td>475</td>
<td></td>
<td>126,121</td>
</tr>
<tr>
<td>Christie Hall</td>
<td>Double Loaded Corridors</td>
<td>161</td>
<td>1</td>
<td>162</td>
<td>4</td>
<td>44,612</td>
</tr>
<tr>
<td>Quads dispersed within complex</td>
<td></td>
<td>12</td>
<td></td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wright Hall</td>
<td>Double Loaded Corridors</td>
<td>138</td>
<td></td>
<td>138</td>
<td>3</td>
<td>54,740</td>
</tr>
<tr>
<td>Patterson Hall</td>
<td>Double Loaded Corridors</td>
<td>153</td>
<td>1</td>
<td>154</td>
<td>4</td>
<td>35,943</td>
</tr>
<tr>
<td><strong>Subtotal CWP</strong></td>
<td></td>
<td>464</td>
<td>2</td>
<td>466</td>
<td></td>
<td>135,295</td>
</tr>
<tr>
<td>Slade Hall</td>
<td>Single Rooms Only</td>
<td>24</td>
<td></td>
<td>24</td>
<td>3</td>
<td>8,737</td>
</tr>
<tr>
<td>Redstone Hall</td>
<td>Single &amp; Double Rooms</td>
<td>29</td>
<td>1</td>
<td>30</td>
<td>3</td>
<td>18,222</td>
</tr>
<tr>
<td><strong>SUBTOTAL Redstone Campus</strong></td>
<td></td>
<td>1,565</td>
<td>10</td>
<td>-</td>
<td>1,575</td>
<td>459,332</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td>5,268</td>
<td>35</td>
<td>25</td>
<td>5,328</td>
<td>1,462,504</td>
</tr>
</tbody>
</table>

* Represents Residence Hall capacity as reported to City.
** Represents only the common and living quarter floors, does not include basements.
*** NORTH 1: 6 Levels; NORTH 2&3: 5 Levels; SOUTH 2&3: 5 Levels; South 1: 6 Levels
UVM Central Quad Planning Principles

- Central Quad
- Cook Physical Science
- Votey Hall
- Angell Hall
Central Quad Planning Principle #1

Honor the Concept of Foreground and Background Buildings on Central Quad

The Principle

The UVM Campus Master Plan identifies “foreground” and “background” buildings. Foreground buildings on Central Campus Quad are in prominent locations and at some level help to define the notion of a quadrangle. Background buildings are as the name suggests, and should not detract from the geometry and organization of the Central Campus Quad.

Foreground Buildings:
are or will be “located on sites in places of focus” such as the head of a quadrangle or...at an important central point along Main Street. The entrances of foreground buildings should be prominent and face the quadrangles or be centered on an important axis.”

Background buildings:
“quieter” than foreground buildings and should form the edges of outdoor spaces or quadrangles.”

Existing foreground buildings on the Central Campus Quad include:
• Fleming Museum and Bailey-Howe Library

Future foreground buildings on the Central Campus Quad:
• Potential new student housing
• New or reconfigured Cook Physical Science Building
Central Quad Planning Principle #2

**Preserve the Center of the Central Campus Quad for Future Generations**

**The Principle**

Given the University’s urban location and relative scarcity of developable land parcels, the green space in the Central Campus Quad represents a significant land banking opportunity. UVM’s intention is to preserve all or a portion of the Central Quad Green Space for longer-term needs (30 to 50 years hence). The Central Campus Quad “Green Space Land Bank” is outlined below.
Central Quad Planning Principle #3

Use the Burlington Zoning Height Overlay to Accommodate Immediate and Near-Term Space Needs in the Central Campus Quad Area

The Principle

As a corollary to Principle 2, additional capacity provided by Burlington’s adopted Central Campus Height Overlay should be considered, where possible, in any renovations / expansions / adaptive re-uses of existing facilities as a way to meet additional space needs for today and the near-term future.
Central Quad Planning Principle #4

*Enhance the Green Mountain Walkway*

**The Principle**

The Green Mountain Walkway should be a prominent element of the Central Campus Quad – a primary pedestrian circulation path as well as a locus for university-related programming activities and commerce.
Central Quad Planning Principle #5

**Accommodate Outdoor Needs of an Increased Student Population on Central Quad**

The Principle

With the addition of substantial new housing on Central Campus geared toward first and second year students, a critical function of the Central Campus Quad is to provide outdoor congregation and recreation space for the residential population as well as for the entire University community.
For more information:
www.uvm.edu/~plan
## 2014-2015 UVM Approved Housing Room & Meal Rates

### 2014-2015 Maximum Academic Year Room Rates

<table>
<thead>
<tr>
<th>Rate Category</th>
<th>Room Description</th>
<th>Cost per Academic Year</th>
<th>Amount Billed per Semester</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Single</td>
<td>Single occupancy room; 1 person with full bath</td>
<td>$8,886</td>
<td>$4,443</td>
<td>University Heights North &amp; South</td>
</tr>
<tr>
<td>Private Double</td>
<td>Single or double occupancy room including lofts and townhouses; 2 people sharing 1 full bath</td>
<td>$8,680</td>
<td>$4,340</td>
<td>University Heights North &amp; South</td>
</tr>
<tr>
<td>Suite Single</td>
<td>Single occupancy room; 4-7 people sharing 1-2 full baths</td>
<td>$8,400</td>
<td>$4,200</td>
<td>University Heights North &amp; South, Living/Learning, The Cottages</td>
</tr>
<tr>
<td>Suite Double</td>
<td>Double occupancy room; 4-7 people sharing 1-2 full baths</td>
<td>$7,256</td>
<td>$3,628</td>
<td>University Heights North &amp; South, Living/Learning, The Cottages, North (Trinity) Campus Back Five*</td>
</tr>
<tr>
<td>Large Single</td>
<td>Single occupancy room; common hallway bath; more than 200 square feet of space</td>
<td>$8,400</td>
<td>$4,200</td>
<td>All other halls except Jeanne Mance, Chittenden/Buckham/Wills, Mason/Simpson/Hamilton/Coolidge</td>
</tr>
<tr>
<td>Traditional Single</td>
<td>Single occupancy room; common hallway bath</td>
<td>$8,198</td>
<td>$4,099</td>
<td>All other halls except Jeanne Mance, Chittenden/Buckham/Wills, Mason/Simpson/Hamilton/Coolidge</td>
</tr>
<tr>
<td>Traditional Double</td>
<td>Double occupancy room; common hallway bath</td>
<td>$7,116</td>
<td>$3,558</td>
<td>All other halls except University Heights North &amp; South</td>
</tr>
<tr>
<td>Traditional Triple**</td>
<td>Double occupancy room for 3 people; common hallway bath</td>
<td>$5,676</td>
<td>$2,838</td>
<td>All other halls except Chittenden/Buckham/Wills, University Heights North &amp; South</td>
</tr>
<tr>
<td>Quad***</td>
<td>Quad occupancy room for 4 people; common hallway bath</td>
<td>$4,766</td>
<td>$2,383</td>
<td>Redstone Hall</td>
</tr>
</tbody>
</table>

*The North (Trinity) Campus Back Five are Hunt, McCann, Ready, Richardson, and Sichel halls.

**Triple rooms are used to expand housing capacity when necessary. As space permits, they are converted back to double rooms. When this occurs, the double rate will be charged to the remaining two students on a prorated daily basis.

***Quad rooms are used to expand housing capacity when necessary. As space permits, occupants may be moved to regular double student rooms. When this occurs, the double rate will be charged on a prorated daily basis.
## 2014-2015 UVM Approved Housing Room & Meal Rates

### 2014-2015 Academic Break Room Rates

<table>
<thead>
<tr>
<th>Period</th>
<th>Dates</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thanksgiving</td>
<td>November 22-29</td>
<td>$90*</td>
</tr>
<tr>
<td>Winter Break</td>
<td>December 13-January 10</td>
<td>$90* per week; $320 for four weeks</td>
</tr>
<tr>
<td>Spring Break</td>
<td>February 28-March 7</td>
<td>$90*</td>
</tr>
</tbody>
</table>

*Nightly rates are not available. Students will be charged a flat rate regardless of the length of stay. Refunds are not available once the break period has started. **Seniors who graduate in May are not charged for the week between hall closing and Commencement, also known as “Senior Week.”

### 2014-2015 Maximum Meal Plan Rates

<table>
<thead>
<tr>
<th>Plan</th>
<th>Cost per Academic Year</th>
<th>Amount Billed per Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Dining Unlimited Access (two options)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Dining Unlimited Access plus 325 points and 3 guest meals per semester</td>
<td>$4,096</td>
<td>$2,048</td>
</tr>
<tr>
<td>Residential Dining Unlimited Access plus 100 points and 3 guest meals per semester</td>
<td>$3,664</td>
<td>$1,832</td>
</tr>
<tr>
<td>Retail Dining and Points*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1366 points plus 25 meals per semester</td>
<td>$3,664</td>
<td>$1,832</td>
</tr>
</tbody>
</table>

*Not available to first-time, first-year and GAP students until their second semester on campus.

NOTE: These rates represent the approved rates by Residential Life for the Academic Year 2014-2015. For purposes of pro-forma projections, assume 4% annual increases to the 2014-2015 rates over the ground lease term. However, if the Developer determines that those rates are too low to make the Project viable, the University is willing to consider higher rental rates for the Project. The University would also then consider raising the University’s rates to maintain consistency across the University’s housing options.