



**REQUEST FOR PROPOSALS
WAYNE STATE UNIVERSITY
STUDENT HOUSING DEVELOPMENT PROJECT**

**Issued: February 1, 2016
Detroit, Michigan**

Pre-proposal Meeting: February 9, 2016, 11:00 A.M. EST

Submittals Due: March 14, 2016, 2:00 P.M. EST

Wayne State University (“Wayne State” or “the University”) is soliciting proposals from interested parties to enter into a unique public-private partnership agreement to design, build, finance, and possibly operate and maintain new and existing on-campus student residential facilities and other amenities on the university’s campus in the Midtown neighborhood of Detroit, Michigan, as further specified herein.

This Request for Proposals (“RFP”) contains statements, descriptions, and analyses of Wayne State, the Midtown campus, and other project background information. Such statements, descriptions, and analyses are for informational purposes only. Wayne State does not guarantee or represent and warrant the completeness or accuracy of such information.

Brailsford & Dunlavey, Inc. (“B&D”), has been engaged to serve as the University’s Development Advisor throughout the course of this selection process. Any questions concerning this RFP should be directed in writing to Rachel Lynn, Senior Project Manager with Brailsford & Dunlavey, Inc., at the e-mail address rlynn@programmanagers.com, as described further in Section 10.4 of this RFP.



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1. INTRODUCTION

1.1 Overview of the University's Student Housing Master Plan

Wayne State University plans a comprehensive transformation of its on-campus student housing inventory. In January 2016, the University completed a 10-year Student Housing Master Plan ("Plan") outlining the projects, phasing, and strategy to accomplish institutional goals in the most economical and beneficial manner. To that end, the University is issuing this Request for Proposals to solicit responses from interested parties ("Private Entity" or "Private Entities") to enter into a public-private partnership with the University to complete its program of requirements – either in part or in whole – for the University's Midtown campus in Detroit, Michigan, as conceived in the Plan. The selected Private Entity shall design, build, and finance the Plan – and possibly operate and maintain the included housing facilities – in a manner consistent with the University's objectives, which are described further within this RFP.

In total, the Plan identifies eight projects: the construction of two (2) phases of new apartment-style housing with ground-level residential support spaces and commercial retail suites; demolition of one (1) building, the existing Helen L. DeRoy Apartments; and renovation of three (3) residence halls (i.e., Leon H. Atchison Hall, Yousif B. Ghafari Hall, and Towers Residential Suites) and two (2) apartment buildings (i.e., Chatsworth Apartments and Towers Residential Suites). Wayne State's targeted future inventory is 3,750 student beds, 60 of which will be delivered by the University in fall 2017 through the renovation of the existing Thompson Home, as described in Section 3.4 of Appendix I. The University intends to add 433 net new student beds through the phased, 838-bed new construction component, while 2,852 beds – i.e., 76% of Wayne State's future targeted inventory – will be improved through renovation.

Specifically, the housing facilities that are included in the Plan are:

- **Existing Housing Facilities Intended for Renovation – 2,852 Beds**
 - Chatsworth Apartments: 363 Beds, 122,172 gross square feet
 - University Tower Apartments: 794 Beds, 350,000 gross square feet
 - Leon H. Atchison Hall: 455 Beds, 130,160 gross square feet
 - Yousif B. Ghafari Hall: 357 Beds, 96,750 gross square feet
 - Towers Residential Suites: 883 Beds, 297,000 gross square feet

- **New Housing Facilities Intended for Construction – 838 Beds**
 - Anthony Wayne Drive Phase 1: 419 Beds, Approximately 190,000 gross square feet
 - Anthony Wayne Drive Phase 2: 419 Beds, Approximately 190,000 gross square feet

- **Demolition of Existing Student Housing Facility**
 - Helen L. DeRoy Apartments: 405 Beds, 206,500 gross square feet



It is the University's desire to provide Residential Life management and programming for the student housing facilities included in the Plan, with the responsibility for other operational and facilities management scopes to be determined between the University and the selected Private Entity.

The Private Entity shall clearly identify its proposed transaction structure, examples of which include an equity-debt, 501(c)(3), concessionaire, or alternative model.

Underlying goals of the Plan's implementation include:

- Embrace Wayne State's standing as the pre-eminent institution of higher education in metropolitan Detroit;
- Support the University's recruitment and retention efforts;
- Develop pedestrian-friendly commercial retail options for the university and surrounding community along Anthony Wayne Drive similar to those existing on the east side of the street;
- Implement a transaction structure such that there is no, or limited, impact on the University's balance sheet;
- Evaluate the impact of the proposed transaction structure on the University's credit; and
- Select a transaction structure that includes a maximum equity contribution by the Private Entity of 74% of total project cost, in the event that a Private Entity submits an equity-debt structure.

1.2 Definition of the Opportunity to Propose

In their proposal, Private Entities shall make clear their interest and capability to deliver one of the following scopes of work:

- A. Implementation of the Plan in its entirety, inclusive of all scope elements and in accordance with the anticipated delivery schedule for all improvements outlined within this RFP;
- B. Implementation only of the new multi-phase, mixed use residential project and demolition of the DeRoy Apartments, inclusive of all associated site and infrastructure improvements and in accordance with the anticipated delivery schedule outlined within this RFP (with or without submission of a voluntary alternate expressing interest in renovation of Chatsworth Apartments); or
- C. Implementation of either Scope (A) or Scope (B) based on the University's determination of its preferred scope of work.

Wayne State shall determine, in the course of its evaluation of any or all information received and requested through this RFP process and in its sole discretion, the scope that best addresses its objectives and priorities. Furthermore, the University will shortlist and enter into negotiations with the Private Entity or Entities that have clearly indicated interest and capability of implementing the University's preferred scope of work.



1.3 Overview of the Existing Facilities Renovations

The Plan will require that the University’s existing housing facilities – excluding the DeRoy Apartments, which will be razed as part of the Plan – receive varying degrees of investment (“Renovations”) over the course of the University’s 10-year vision for its on-campus student housing. The University anticipates that the Renovations will range from low-level aesthetic improvements to full gut rehabilitation with unit-type conversion, depending upon the age and condition of each facility targeted for improvement through the Plan.

A summary of the Renovations is included below, and additional supplementary information is included in Appendix J, which will be released by addendum:

- 1.3.1 After the completion of the second phase of new apartment-style housing on Anthony Wayne Drive, the number of on-campus beds must exceed 3,375 beds during each fall and winter semester;
- 1.3.2 All renovations to existing housing facilities must be complete for full student occupancy no later than fall 2026;
- 1.3.3 Private Entities are required to assume that rental rates for renovated housing facilities will be competitive with similar housing provided elsewhere on Wayne State’s campus;
- 1.3.4 The capacity and unit-configuration of University Towers, Ghafari, Atchison, and Towers Residential Suites will remain the same after proposed renovations;
- 1.3.5 Renovations to Ghafari, Atchison, and the Towers Residential Suites shall be completed during summer months, and the facilities must be available for student occupancy for the following academic year;
- 1.3.6 Renovations to the University Towers shall be completed over multiple years during summer months, and the housing facility must be available for student occupancy during each academic year;
- 1.3.7 The renovation of Chatsworth Apartments is the only renovation that the University anticipates will require the housing facility to be off-line during an academic year;
- 1.3.8 Ghafari, Atchison, and Towers Residential Suites shall receive a low level of renovation, consisting primarily of aesthetic improvements to common and residential areas, as well as technology and FF&E upgrades;
- 1.3.9 University Towers shall receive a medium level of renovation, which includes the elements of a low renovation plus systems and envelope improvements;



- 1.3.10 Chatsworth Apartments requires a high level of renovation, currently anticipated to include a complete interior demolition, reconfiguration of all unit types and systems, and envelope improvements; and
- 1.3.11 Existing parking counts shall be maintained, as the University does not expect to increase its parking in association with the renovations.

1.4 Overview of the New Construction & Demolition

As a part of the Plan, the University intends to construct a new multi-phase, mixed-use residential community, while also razing the existing Helen L. DeRoy Apartments, along Anthony Wayne Drive (“New Development”). The goal of the New Development is to address demonstrated student demand – particularly by sophomore students – for new, apartment-style housing in the first phase, while providing replacement apartment-style beds that are intended to come on-line in the second phase in coordination with the demolition of the DeRoy Apartments. The New Development will provide suitable on-campus housing options while increasing the university’s overall bed capacity and attracting more students to on-campus housing. Residential common spaces on the ground floor shall be designed to allow for a variety of uses and flexible configurations. The commercial retail tenants shall complement the existing retail spaces located along Anthony Wayne Drive and the proximate Student Center, providing options for both University and community users.

A summary of the New Development is provided below, and additional supplementary information is included in Appendix H and Appendix I:

- 1.4.1 The identified site currently functions as a surface parking lot along Anthony Wayne Drive and is located on the west side of Wayne State’s main campus in close proximity to the Student Center and the majority of the University’s existing student housing facilities. The site is comprised of approximately 1.68 contiguous acres.
- 1.4.2 The New Development is required to be delivered in two phases, with the first phase completed for occupancy for the fall semester of 2018 and the second phase completed for occupancy for the fall semester of 2019, though the University is willing to receive proposals to learn of alternative solutions to implement the New Development that present more advantageous terms than the approach currently planned by the University. The demolition of the DeRoy Apartments and associated site restoration must be initiated following the completion of student and University move-out activities in May 2019 and completed in advance of the fall semester of 2019.
- 1.4.3 In total the New Development includes 838 new apartment-style beds with associated residential support spaces located on the residential and ground floors. The beds will be provided in a combination of studio, one-bedroom, and four-bedroom units. The majority of residents leasing the apartment-style beds in the New Development are expected to be non-first-year students, including graduate students. Commercial retail suites will occupy a portion of the ground floor space in both



phases of the New Development. Included in this RFP as Appendix H is the Program of Requirements for the New Development, which outlines the parameters of the phased construction and associated improvements, including the residential, support, retail, and exterior components.

- 1.4.4 The New Development includes approximately 28,000 gross square feet of new commercial retail space primarily to serve residents of the New Development and the Wayne State community, as well as the broader Midtown Detroit community.
- 1.4.5 No additional parking is planned to support the New Development, though the University intends for the selected Private Entity to study – in conjunction with the University – the traffic patterns in the area immediately surrounding the New Development site to determine the adequacy of current and future means of vehicular ingress and egress for the adjacent Parking Structure 2. Additionally, the University requires that the Private Entity explore opportunities and implement a solution approved by the University to screen the east façade of the parking structure to minimize disruptive noise and light transmission from the structure into the new housing facilities. Residents of the New Development will be eligible to purchase Wayne State parking permits.
- 1.4.6 The New Development will address the related site and infrastructure needs, as well as all associated hardscape and landscape improvements.
- 1.4.7 The New Development includes the removal of hazardous materials from and the demolition of the DeRoy Apartments, along with associated site restoration that will begin upon completion of demolition activities. The 15-floor building is 206,500 gross square feet and includes 242 apartment-style units.
- 1.4.8 This RFP will allow Private Entities the opportunity to demonstrate interest in implementing the renovation of the Chatsworth Apartments in addition to the requirements of the New Development. Interest in the renovation of Chatsworth Apartments will be accepted as a voluntary alternate and will not be utilized as an evaluation criterion unless it has a material impact on the transaction structure identified for the New Development.

1.5 Overview of the Selection Process

- 1.5.1 Wayne State University will evaluate all RFP responses that are submitted by the due date – March 14, 2016, at 2:00 P.M. EST – and that are deemed to be compliant based on the submission requirements identified within this RFP. Wayne State may, at its sole discretion, define a shortlist of responding Private Entities that will be subsequently required to respond to the University’s key terms for consideration and interview with the Project Management Committee. Following interviews of the short-listed Private Entities, the University will enter into negotiations with the most responsive and responsible Private Entity or Private Entities whose proposals are determined to be the most advantageous to the University, taking into consideration the criteria set forth in this RFP. Wayne



State reserves the right to negotiate with multiple Private Entities simultaneously in pursuit of the most favorable terms for the University.

1.5.2 Private Entities should not contact any officials of the University, the Office of Housing and Residential Life, or advisors of the University – other than the Development Advisor (Brailsford & Dunlavey, Inc.) through the channels described herein – with regard to this opportunity. Private Entities are advised that unauthorized contact with officials, related parties, or advisors of the University, apart from the Development Advisor, may result in elimination of a Private Entity from this RFP process.

1.5.3 Wayne State may, at its sole discretion, amend or modify the terms and provisions herein and may abandon the procurement if determined to be in the best interest of the University. The University reserves the right to reject any or all proposals.

1.6 Overview of Engagements & Agreements

1.6.1 As further defined in the RFP, Wayne State intends to enter into an agreement (“Agreement”) with the Private Entity selected through the RFP process for a term of not more than 60 years though preferably shorter. During the term of the Agreement, the Private Entity is anticipated to have control of the improvements relating to use, general maintenance, replacement and repair, and commercial leasing, consistent with the parameters set out in this RFP.

1.6.2 The Private Entity and the University may enter into an agreement for management of operations, commercial leasing, and Residential Life management and programming if determined to be necessary based on the proposals and subsequent negotiations that result from this RFP process.

1.7 Overview of Submission Requirements

Private Entities must provide complete submissions to be considered compliant to the terms of the RFP. Submission details are provided in Section 11 of this RFP, but Private Entities should ensure that the following information is provided in the RFP responses:

- Acknowledgement of receipt of materials (specific form provided by the University in Appendix G);
- New Development program (specific form provided by the University in Appendix D);
- Renderings, graphics, and floor plans of previously completed new construction projects that are representative of the New Development;
- Budgeted development costs for the New Development;
- Project delivery schedule for the New Development;
- Proposed transaction structure terms;
- Funding source(s);
- Pro forma for the New Development; and



- List of Private Entity-owned / affiliated on-campus and off-campus properties in Michigan or Midwestern states.

2. PROJECT TEAM

2.1 Wayne State University

Wayne State University, founded in 1868, is a national research university committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location, and diversity make it a microcosm of the world students will enter when they graduate. The University is classified by the Carnegie Foundation for the Advancement of Teaching as RU/VH (Research University, Very High research activity), a distinction held by only 2.3 percent of institutions of higher education in the United States. It is a constitutionally autonomous public university with 13 colleges and schools and offers more than 380 academic programs, including bachelor's, master's, and doctoral degrees; post-baccalaureate, graduate, and specialist certificates; and three professional programs (<http://wayne.edu/about/facts/>). Total enrollment at the University's Midtown Detroit campus for the fall 2015 semester was 27,222 students.

Wayne State's five-year strategic plan – titled *Distinctively Wayne State* – for the years 2016-2021 is available on the University's website at <http://strategicplan.wayne.edu/>.

Wayne State currently houses approximately 3,100 residents in a mix of semi-suite, full-suite, and both furnished and unfurnished apartment-style unit configurations. Occupancy rates for the fall 2015 semester were 101% in the semi- and full-suite configurations and 99% in apartment-style units. The most recent residential construction was the 883-bed Towers Residential Suites, which opened in 2005 and offers students modern living in single- and multiple-occupancy full-suites. Ghafari and Atchison halls, which opened in 2002 and 2003, respectively, offer students semi-suite living units, while Chatsworth, DeRoy, and University Towers are older facilities that contain apartment-style living options. Although Wayne State does not have a student live-on requirement, more than 37% of first-time, first-year students lived on campus in fall 2015.

2.2 Intent to Execute Agreement between the Wayne State University and the Private Entity

Wayne State intends to enter into an Agreement with the selected Private Entity.

2.3 Project Management Committee

The Plan will be steered by a Project Management Committee ("Committee"), consisting of seven (7) members from the University's various offices and departments. The Committee will be responsible for decision-making and final approvals regarding all contracts, designs, and other issues relating to the implementation of the Plan.



2.4 Development Advisor

The University has engaged the services of Brailsford & Dunlavey, Inc., to serve as the Development Advisor for the engagement of the Private Entity. In coordination with the University, Brailsford & Dunlavey confirmed student demand in February 2015 for housing on Wayne State's campus and defined the scope of the 10-year Housing Master Plan in January 2016.

3. PARKING PROGRAM & REQUIREMENTS

No additional parking is planned to support the Plan, though 2,000 parking spaces are currently provided in Parking Structure 2, adjacent to the New Development site. The University intends for the Private Entity to study the traffic patterns – in conjunction with Wayne State – in the area immediately surrounding the New Development site to determine the adequacy of current and future means of vehicular ingress and egress for Parking Structure 2. Additionally, the University requires that the Private Entity explore opportunities and implement a solution approved by the University to screen the east façade of the parking structure to minimize disruptive noise and light transmission from the structure into the housing facilities.

4. DESIGN OBJECTIVES

The Plan is expected to be designed in accordance with Wayne State's Construction Design Standards, which are included in this RFP as Appendix C. The Private Entity shall strictly adhere to the Construction Design Standards, unless deviations are otherwise approved by the University. The selected Private Entity should recognize that the final design of the housing facilities included in the Plan will be negotiated with the University through a rigorous plan review process as described in Section 5 of this RFP.

5. DESIGN REVIEW PROCESS & KEY MILESTONES

It is the University's intent to present the completed terms of the agreements negotiated between the University and the selected Private Entity to the Wayne State University Board of Governors ("Board") for review and approval during the Board's meeting on September 23, 2016.

5.1 Key Schedule Milestone Dates

The University has prepared the following phasing schedule for the completion of the Plan within its 10-year implementation window. The Private Entity shall maintain consistency with the implementation of the improvements as outlined in the Plan, unless the Private Entity proposes alternative solution(s) that present more advantageous terms than the approach currently planned by the University.



	FY 2018 2017-18	FY 2019 2018-19	FY 2020 2019-20	FY 2021 2020-21	FY 2022 2021-22
Thompson Home	<i>Reno - M</i>	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>
Anthony Wayne Drive (Phase I)	<i>Construction</i>	<i>New</i>	<i>New</i>	<i>New</i>	<i>New</i>
Deroy	<i>Existing</i>	<i>Existing</i>	<i>Demo</i>	<i>Off-line</i>	<i>Off-line</i>
Anthony Wayne Drive (Phase II)	<i>Construction</i>	<i>Construction</i>	<i>New</i>	<i>New</i>	<i>New</i>
Chatsworth	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Reno - H (off)</i>	<i>Renovated</i>
University Towers	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Reno - M</i>
Ghafari	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>
Atchison	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>
Towers	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>

	FY 2023 2022-23	FY 2024 2023-24	FY 2025 2024-25	FY 2026 2025-26	FY 2027 2026-27
Thompson Home	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>
Anthony Wayne Drive (Phase I)	<i>New</i>	<i>New</i>	<i>New</i>	<i>New</i>	<i>New</i>
Deroy	<i>Off-line</i>	<i>Off-line</i>	<i>Off-line</i>	<i>Off-line</i>	<i>Off-line</i>
Anthony Wayne Drive (Phase II)	<i>New</i>	<i>New</i>	<i>New</i>	<i>New</i>	<i>New</i>
Chatsworth	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>
University Towers	<i>Reno - M</i>	<i>Reno - M</i>	<i>Renovated</i>	<i>Renovated</i>	<i>Renovated</i>
Ghafari	<i>Existing</i>	<i>Existing</i>	<i>Reno - L</i>	<i>Renovated</i>	<i>Renovated</i>
Atchison	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Reno - L</i>	<i>Renovated</i>
Towers	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Existing</i>	<i>Reno - L</i>

5.2 University Review

The University will perform a detailed review of proposed buildings and site design for all housing facilities identified in the Plan. The review will include submissions for compliance with applicable portions of Wayne State’s Construction Design Standards and other criteria identified in Appendix H of this RFP. The University review will include, but is not limited to, disciplines such as the following:

- Site
- Architectural Design
- Interiors
- Mechanical
- Electrical / Telecommunications
- Environmental Health and Safety
- Utility Infrastructure



- Sustainability

Below is a list of the phases that will require review by the University. Please note that the Private Entity may not proceed to a subsequent phase without written approval from the University of the prior phase; proceeding without written approval from the University will be done at the risk of the Private Entity.

- Program Completion
- Schematic Design
- Design Development
- Construction Documents 90%
- Construction Documents 100%
- Final “released-for-construction” review to ensure 100% CD comments are satisfactorily addressed in final construction-issue documents

Written review comments will be returned to the Private Entity for each review effort. The selected Private Entity and the University will create and agree to a schedule of submission due dates and designated review periods based upon Private Entity’s proposed schedule and the University’s schedule requirements.

5.3 Plan Review & Permitting Information

In addition to the plan reviews conducted by the University, completed construction documents for proposed buildings and site are to be submitted for review and approval by the appropriate public entities to be identified and coordinated by the Private Entity.

6. HOUSING MAINTENANCE & OPERATIONS OVERVIEW

The University has identified four (4) individual components that comprise the maintenance and operational needs for the Plan. In order to deliver a unified student experience for all on-campus residents, regardless of where a student resides, Wayne State has varying levels of willingness to relinquish specific responsibilities to the Private Entity. The four (4) general categories related to facility maintenance and operations includes the following:

- Assignments, billing, marketing, and programming;
- Asset management;
- Custodial / service contracts and facility maintenance; and
- Information technology recurring management, service operations, and infrastructure replacement.

6.1 Assignments, Billings, Marketing, and Programming

Wayne State seeks to retain the responsibility for room assignments, billings, marketing, and Residential Life programming for all on-campus student housing facilities. The University’s Housing & Residential Life staff



will work collaboratively with the Private Entity in assuming these responsibilities and will be reimbursed (bi-annually) for the costs associated with delivering these services. The costs that will be incurred for assignments, billings, marketing, and programming will be “above-the-line” and not subordinated to any other expenses. The estimated expenses that should be assumed within the financial pro forma for the delivery of assignments, billings, marketing, and programming are provided in the matrix included in Appendix D.

The following bullets provide a brief summary of each component within this section of the RFP:

- Assignments – Provide occupancy management services and alignment of inventory with student demand;
- Billing / Collections – Manage billing services through Wayne State fee invoicing process for rental revenue, damages, cancellation, and other potential revenue-generation opportunities;
- Marketing – Conduct facility tours and coordinate strategic communication with the University (including website and social media material); and
- Programming / Staffing – Deliver residential life services, including living-learning programs, and provide central housing / functional staff.

6.2 Asset Management

Asset management services will be the responsibility of the Private Entity. Asset management encompasses all responsibilities that are associated with the expected continuous reinvestment in the housing facilities through capital expenditures. Asset management includes major projects to replace and repair large systems and to invest in preventative maintenance to ensure that infrastructure meets and exceeds the expected useful life.

To support the asset management needs of the Plan, the Private Entity will be responsible, at its expense, for all maintenance, routine replacement of fixtures and equipment, and any repairs required. To provide assurance for the costs of these items, the Private Entity will be required to fund a replacement and repair reserve to be placed in escrow at an amount in accordance with a budget that is approved annually by the University. The Private Entity will be responsible for the marketability of the improvements and a portion of the reserve requirement is intended to provide funds for renovations and refitting to keep residential and commercial facilities attractive to tenants. The Agreement will contain provisions for review and approval by Wayne State regarding the level of reserves, the maintenance requirements, and the need for renovations.

6.3 Custodial / Service Contracts and Facility Maintenance

It is imperative that residents receive a consistent and seamless on-campus living experience at Wayne State, regardless of the housing facility. To deliver this consistent brand, it is critical that the level of custodial services, oversight of service contracts, and facility maintenance is “high quality”. The University is willing to allow Private Entities to submit proposals indicating whether they would prefer to manage these services in-house or outsource the responsibilities and costs to a third-party operator.



In total, there are four (4) options that the University will consider from Private Entities for the delivery of custodial and service contracts:

1. Private Entity will self-operate the development in alignment with Wayne State standards;
2. Private Entity will outsource to a third-party operator at the sole cost of the Private Entity. The third-party operator will provide a level of service consistent with Wayne State standards;
3. The University will maintain and operate the housing facilities and will be reimbursed for all costs by the Private Entity; or
4. A combination of any two (2) options listed above.

If services are to be delivered by the University, estimated cost assumptions to be included in the Private Entity's pro forma submission for the New Development are provided in Appendix D and would be reimbursed to Wayne State on a bi-annual basis.

If services are to be delivered by the Private Entity or outsourced third-party operator, the University will work with the Private Entity to develop an agreement ("Management Agreement") to delineate clearly the responsibilities within and around the housing facilities. The level of service that is expected if services are to be delivered by either the Private Entity or a third-party operator is described below:

- Private Entity is to furnish all supervision, cleaning personnel, equipment, supplies, tools, and other materials as required for custodial / service contracts and facility maintenance services for all buildings within the Plan. It will be the responsibility of the Private Entity to provide services in alignment with the high standards of the University with regard to sanitation, public relations, and protection of the physical facility. Services should be commensurate with APPA guidelines.
- The University's standards for custodial / service contracts and facility maintenance are included in Appendix E.
- APPA's "Five Levels of Clean" documentation is included in Appendix F.

6.4 Information Technology Recurring Management, Service Operations, and Infrastructure Replacement

It is imperative that residents of Wayne State's housing facilities receive consistent and seamless delivery of IT services, regardless of the housing facility in which they reside. The delivery of management and service to Information Technology (IT) operations will be negotiated between the Private Entity and the University. It is imperative that all IT services are seamlessly integrated into Wayne State's operating system, which requires that the University must perform all on-going service maintenance. The delivery of these services include administrative costs (i.e., personnel, help desk operations, data storage, etc.) and operational costs (i.e., network charges for data ports, wireless Internet and cable services, etc.). The costs for Wayne State to deliver IT services are provided in Appendix D.



Please note that capital reinvestment in IT infrastructure is expected to be fully funded by the Private Entity through a reserve fund.

7. OPERATING COSTS OF NON-HOUSING (RETAIL) PROJECT COMPONENTS

The Private Entity will be responsible for operating costs for all property management services (including, but not limited to, utilities, supplies, general and administration, turnover, property insurance, service contracts, maintenance, and repairs) affiliated with the retail and non-housing spaces. The University requires that ongoing maintenance and investment be performed to the facilities during the term of the Agreement at a level that is consistent with the maintenance for the housing facilities. Private Entities will be expected to maintain a separate non-housing maintenance reserve to ensure that sufficient funds are in place for the continuous reinvestment in the assets.

8. ANTICIPATED AGREEMENTS

8.1 Management Agreement

If required by the negotiated terms between the University and the Private Entity, Wayne State anticipates entering into a Management Agreement with either the Private Entity or such Private Entity's third-party operator to accommodate the services outlined in Section 6 of this RFP. In this scenario, it is anticipated that the Private Entity will be responsible for financial reporting. It is also anticipated that the Management Agreement will establish an advisory committee that includes members of the University and the Private Entity that is responsible for preparing annual budgets including rate-setting.

8.2 Agreement & Key Considerations

The University expects to enter into an Agreement with the selected Private Entity with a term of not more than 60 years but preferably a shorter term. It is anticipated that a draft of the Agreement will be provided to Private Entities that are selected to negotiate with the University. Wayne State will provide a document containing key terms for considerations ("Key Considerations") to Private Entities that submit proposals for the University's consideration; only those Private Entities shortlisted to interview with the University will be required to provide comment and feedback as to terms that are unacceptable. The content contained within the Key Considerations is intended to re-state key items provided within the RFP, further elaborate on critical language, and provide an opportunity for the Private Entities to respond to terms that are anticipated to be utilized as part of the negotiation process with the selected finalist(s).

8.2.1 Insurance

The Private Entity will be responsible for providing insurance, as described in the Key Considerations.



8.2.2 **Assignment and Transfer**

There will be no right to assign or transfer any agreements without the written approval of the University.

8.2.3 **Liens**

The Agreement will contain terms requiring the Private Entity to obtain consent from the University to any pledge or mortgage as security, or otherwise allowing liens to be placed, for financing or any other purpose relating to the Plan or any other project.

8.2.4 **Right of Approval to Certain Changes**

The Agreement will contain provisions regarding the requirement of Wayne State's review and approval for any changes that occur to the exterior landscaping and façade of any of the facilities during the term of the Agreement.

8.2.5 **Buy-Out by the University**

The Agreement will contain provisions providing Wayne State with a right, at its sole option, to buy out the remainder of the Agreement term. The buy-out provision will be based upon a calculation to be determined through negotiation with the selected Private Entities determined to be finalists.

8.2.6 **Delivery of Premises at End of Term**

At the conclusion of the term of the Agreement, any improvements located on the sites will remain and shall be delivered to the University (or an affiliated entity) fully operational and in good condition as determined jointly by the university and the Private Entity. It is expected that the Private Entity will design and construct and maintain the improvements such that their expected useful life will equal or exceed 125% of the term of the Agreement.

8.2.7 **Other Covenants**

The Agreement will contain additional covenants requiring periodic financial reports to be submitted by the Private Entity to ensure that the Private Entity maintains financial strength throughout the term of the Agreement. Additional covenants may contain limitations on use, signage, and other items designed to ensure conformity with the campus environment.

8.2.8 **Termination**

The University will have, as a remedy for default under the Agreement, the right to terminate and take possession and occupancy of any improvements. Wayne State will consider providing for step-in rights for



lenders. The default conditions will be defined during negotiations. It should be noted, however, that the Agreement will terminate in the case of a default, which is to be defined in the Agreement.

The Management Agreement and agreements for development, renovation, or demolition of residential facilities shall not be coterminous. A Termination of Management Agreement will contain industry-standard provisions for its termination for cause and for convenience. Furthermore, the University will have the right to request the substitution of on-site personnel. The Private Entity must indicate that this is its understanding or explain otherwise.

9. FINANCIAL AND CREDIT IMPACT OBJECTIVES

As indicated in the preceding sections, the University will evaluate a variety of transaction and funding structures proposed by the Private Entities during the competitive selection process. Additionally, the degree of risk transfer, as well as potential balance sheet and credit impacts – both in terms of the University’s financial statements and how ratings agencies will view the impact on the University’s credit – of the proposed structure, will be considered as part of the evaluation. The University expects information within Private Entities’ proposals related to how their previous public-private partnership structures have impacted their institutional partners’ balance sheet and credit from a rating agency perspective.

9.1 Wayne State University’s Bond Obligations

Wayne State currently has outstanding bond debt related to the construction of multiple housing facilities, to which the general revenues of the university are pledged. Wayne State will not enter into any transaction relating to the Plan or any project that would violate, or may result in a violation of, its existing bond covenants or jeopardize the University’s ability to meet any payment obligations.

Based on economic analyses of the potential deal terms, transaction structure, and financial consequences, Wayne State’s initial expectation is that the transaction results in additional revenue to the University with limited or no corresponding increase in balance sheet expenses or liabilities, either in the financial statements or in the view of the ratings agencies.

9.2 Real Estate Taxes

The University does not have any information on whether or not the improvements will be subject to real estate taxes at this time, as property taxes will likely be subject to deal terms and conditions. Assuming that the University enters into an agreement with the selected Private Entity, the improvements to the site may be subject to property taxes. Should the transaction structure utilized result in improvements being subject to property taxes, opportunities exist for the University and the Private Entity to work together to attempt to lessen the property tax liability. It is anticipated that property taxes will be discussed with the selected Private Entities during negotiation; the University has had preliminary discussions with the Wayne County assessor related to the improvements’ property tax liability, though the University has not made any projections relative



to the property taxes that may be assessed. The Private Entity will determine and identify any potential property tax exposure as a result of its preferred transaction structure.

10. RFP PROCEDURE & RESPONSE REQUIREMENTS

10.1 Overview of the RFP Process

10.1.1 The purpose of this RFP is to provide Wayne State with detailed, consistent proposals in order to facilitate a fair evaluation of each proposal by the University. Wayne State’s evaluation of each proposal will be based upon the information provided in the responses to this RFP, additional information requested by the University, information obtained from independent sources, and formal presentations, if requested. Wayne State will select the Private Entity that best meets the University’s strategic, programmatic, and financial objectives, as determined solely by the University.

10.1.2 Following selection of one or more preferred Private Entities, Wayne State reserves the right to modify requirements set forth in the RFP as deemed in the best interest of the University.

10.1.3 The University makes no representations of any kind that an award will be made as a result of this RFP. Wayne State reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, to request clarification of proposal data and / or delete any item / requirements from this RFP when deemed to be in the University’s best interest.

10.2 RFP Schedule

RFP Milestone Schedule	Date
RFP Document Issued to Private Entities	February 1, 2016
Mandatory On-site Pre-proposal Meeting	February 9, 2016, at 11:00 AM EST
Due Date for Written Questions	February 22, 2016, by 5:00 PM EST
RFP Proposals Due	March 14, 2016, by 2:00 PM EST
Notification of Short-list to Private Entities	Week of April 4, 2016
Campus Presentations for Short-listed Private Entities	Week of April 11, 2016
Preferred Private Entities Selected to Negotiate	Week of April 25, 2016

10.3 Mandatory On-site Pre-proposal Meeting

A mandatory on-site pre-proposal meeting will be held on Tuesday, February 9, 2016, from 11:00 A.M. to 1:00 P.M. EST. The meeting will be held in Room Hilberry D in Wayne State’s Student Center. It is required that a minimum of one (1) representative from each interested Private Entity attend the pre-proposal meeting in order to remain eligible for proposal consideration and selection. During the meeting, the University will



provide a general description of the Plan and an overview of the selection process; time will be reserved by the University during the meeting to respond to questions from attendees. The University will also conduct a site tour of the identified New Development site on Anthony Wayne Drive, as well as tours of the existing DeRoy Apartments intended for demolition and the Chatsworth Apartments.

10.4 Inquiries

Any questions concerning this RFP should be directed in writing to the Development Advisor at rlynn@programmanagers.com no later than February 22, 2016, at 5:00 P.M. EST. Oral questions will not be considered.

Private Entities should not contact any officials of the University, Office of Housing and Residential Life, or advisors of the University, other than the Development Advisor as previously stated, with regard to this opportunity. Private Entities are advised that unauthorized contacts with officials may result in elimination of a Private Entity from this RFP process.

10.5 Addenda

Any addenda or instructions issued by the University during the RFP response period shall become a part of this RFP. Such addenda shall be acknowledged in the Private Entity's proposal. No instructions or changes shall be binding unless documented by a proper and duly-issued addendum. The University is under no obligation to contact proposers for clarification but reserves the right to do so.

10.6 Selection of Finalists

The University will evaluate proposals submitted by each Private Entity to determine which proposals create the greatest overall value for the University, taking into consideration economic benefit and other criteria as set forth in the RFP. Following notification of the University's shortlist of proposing Private Entities, shortlisted Private Entities may be required to answer questions, respond to the University's Key Considerations, and make a presentation to the University regarding their qualifications, experience, service, proposal, and capability to furnish the required services. Wayne State may also call references provided by the Private Entities.

Based upon its evaluation of the RFP responses and completion by the shortlisted Private Entities of additional requirements, the University will select one or multiple finalists to enter into negotiations. The University currently anticipates that more than one (1) Private Entity will be selected for negotiations.

Wayne State will not consider any response to the RFP that does not completely fulfill these requirements. The University reserves the right to accept or reject any or all submissions.



10.7 Negotiation with Private Entities

Shortlisted Private Entities may be invited to continue in the negotiation process. Negotiations could include, but are not limited to, economic benefit, scope of services, and the terms and conditions of this RFP. Negotiations offer an opportunity for the selected Private Entities to discuss their offers and proposals in further detail with the University. Selected Private Entities may be given the opportunity to refresh their initial offers. Refreshed proposals allow Private Entities to match or exceed the offers made by competitors, both as to services and cost. This process allows the University to secure services which best meet its needs.

At the conclusion of this negotiation process, Wayne State may ask selected Private Entities to submit a written best and final offer, to memorialize all agreements reached during negotiations, and to extend additional benefits to the University, if desired.

Invitation to submit a best and final offer is not automatic. While Wayne State reserves the right to request additional information or clarification from Private Entities at any time in the process, Private Entities should not assume that they will be allowed to expand upon, or modify, their initial written proposal.

The University will not enter into negotiations on any agreements until a full negotiation – i.e., acceptance by the University of terms and conditions submitted by the Private Entity in a best and final offer – has been completed. The finalist shall fully and timely cooperate with the University’s representatives and / or advisors during the negotiation.

If for any reason a Private Entity and the University cannot arrive at a mutual agreement, the University reserves the right to terminate negotiations, to reject the proposal, and to continue negotiations with other responsive Private Entities that may lead to the issuance and award of an agreement or cancel the RFP to pursue alternate development paths.

11. SUBMITTAL REQUIREMENTS

The following details constitute the submittal requirements. RFP responses must follow the order provided below in order to facilitate efficient evaluation of the responses. Additionally, RFP responses should provide tabs correlating to each of the following criteria numbers below. It is critical that responses to the RFP are consistent in order to ensure accuracy in the University’s review process. Failure to submit proposals in the requested order poses risk to the University’s ability to evaluate, even if all requested documentation is included in the submission.

The contents of the submitted proposals will be kept confidential until Wayne State selects a preferred Private Entity. At that time, all documents pertaining to this selection process will be open to public inspection. Private Entities responding to this RFP are cautioned not to include any proprietary or confidential information as part of their submission unless such proprietary information is carefully identified as such, in writing, and the university accepts, in writing, the information as proprietary.



Proprietary or confidential data shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to financial information concerning a Private Entity's organization and data that qualifies as trade secrets.

Private Entities' proposals must respond to each criterion in the following order:

- Cover Page
- Cover Letter to include indication of interest and capability to implement Scope (A), (B), or (C) as outlined in Section 1.2
- Table of Contents
- Tab 1: Acknowledgements
- Tab 2: Firm History & Economic Capacity
- Tab 3: New Development Program
- Tab 4: Previous Project Graphic Documents / Renderings
- Tab 5: New Development Budget
- Tab 6: New Development Schedule
- Tab 7: Proposed Transaction Structures
- Tab 8: Source of Funds
- Tab 9: New Development Pro Forma
- Tab 10: Existing Off-campus Properties
- Tab 11: Submittal Requirements for Plan Implementation
- Tab 12: Optional Additional Information
- Tab 13: Voluntary Alternate Submittal – Chatsworth Apartments Retrofit
- Tab 14: Quantity of Submissions

A description of the Tabs is included below in further detail. All proposing Private Entities are required to complete Tabs 1-10 as they relate to qualifications of the Private Entity and information regarding the New Development. Proposing Private Entities that indicate interest and capability in completing the Plan in its entirety are required to complete Tabs 1-11. Tabs 12 and 13 represent optional or voluntary information that may be submitted by proposing Private Entities at their discretion.

11.1 Tab 1 – Acknowledgements

Private Entities are required to submit a signature page that acknowledges the receipt, review, and understanding of all materials provided in this RFP, including information included in appendices and addenda.

With this signature page, it will be assumed that the Private Entities are fully aware of all information that may impact design, program, and financial assumptions included in the RFP submission. Failure to provide this signature page may result in non-compliance with the submission materials, thus impacting the University's



ability to review the proposal. The signature page that must be included in the Private Entity's response is provided in Appendix G.

11.2 Tab 2 – Firm History & Economic Capacity

Private entities are required to submit information regarding the prime firm, potential joint-venture partners, and potential major sub-consultants (e.g., architecture and engineering, construction management, etc.). Information for prime and joint-venture partners should include:

- Years in industry;
- Experience in Michigan with public and private colleges / universities, college- / university-affiliated entities, and / or not-for profit entities;
- Experience nationwide with urban colleges / universities and college- / university-affiliated entities;
- Financial condition of the prime entity to be considered the successful Private Entity as evidenced within the following requested documents:
 - Income statement for at least the previous three (3) years
 - Balance Sheet for at least the previous three (3) years
 - Statement of cash flows for at least the previous three (3) years
 - Statement of retained earnings (or member basis if an LLC) for at least the previous three (3) years, though the previous five (5) years are preferred.
- Evidence of the ability to fully fund the improvements outlined in the Plan.

11.3 Tab 3 – New Development Program

Private Entities are required to fill out the program assumptions page provided in Appendix D. If there are assumptions provided by the University that do not align with the preliminary program (e.g., exact bed counts), please revise accordingly.

11.4 Tab 4 – Previous Project Graphic Documents / Renderings

Private Entities shall provide renderings, graphics, and floor plans for previously completed new construction projects that are representative of the New Development. Drawings shall be sized 11"x17". The maximum drawings required by the RFP shall be:

- Schematic site plan indicating proposed street level functions and the relationship between program components;
- Typical residential floor plan for the residential facilities;
- Typical unit plans for apartment configurations; and
- Primary elevations illustrating the major components of the project(s).

Private Entities shall clarify the graphic content with narratives as part of the RFP response. The minimum narratives required by the RFP shall be:



- A narrative describing broad architectural concepts that govern the site layout and building design. The narrative should also describe details of the design that may not be readily apparent from drawings and may include comments on material and finish quality.
- A narrative describing the structural methodology that the Private Entity employed.
- A narrative describing the mechanical systems (i.e., HVAC, plumbing) and the electrical system that the Private Entity employed.

11.5 Tab 5 – New Development Budget

- Predevelopment Budget
 - The Private Entity shall submit a budget for all predevelopment costs associated with the New Development, which will be the Predevelopment Budget. It is expected that at a minimum the Predevelopment Budget will include costs for the following and be allocated among the Project:
 - Design drawings
 - Permit-set completion
 - Construction drawings
 - Bid-set completion
 - Wayne State will provide its predevelopment costs to those Private Entities shortlisted for campus presentations.
- Development Budget
 - The Private Entity shall submit a budget for all development costs associated with the New Development, which will be the Development Budget. It is expected that, at a minimum, the Development Budget will include costs for the following and be allocated among the Project:
 - Site preparation
 - Construction
 - Demolition
 - Site Restoration
- Total Project Cost
 - The Private Entity shall submit a budget for predevelopment, development, and all other costs associated with the New Development, which will be the Total Project Cost.

11.6 Tab 6 – New Development Schedule

Private Entities should discuss how their team will advance the New Development’s requirements and add distinct value to the University. Specifically, please address the following:

- Steps you would take to ensure timely completion of the New Development
- Include a schedule for the design and construction of the New Development
 - The schedule should demonstrate the Private Entity’s ability to ensure that the New Development is move-in ready not later than the date indicated within the RFP.
- Please provide a narrative that describes the proposed approach to the New Development. The narrative should include any anticipated risks in meeting the targeted schedule.



- In the event of a force majeure event or other delay of the completion of the New Development beyond the completion dates, please describe how you would mitigate impacts to the University, including a detailed alternative housing plan for students

11.7 Tab 7 – Proposed Transaction Structures

The University is interested in receiving all transaction structure proposals that Private Entities believe may be the best solution for this Plan. The Private Entity shall submit a detailed description of the transaction structure(s) proposed for the Plan.

11.8 Tab 8 – Source of Funds

Private Entities must clearly identify the source of funding for all transaction structures proposed in response to this RFP. In your description of the funding sources, please clarify and explicitly confirm that you as the contracting Private Entity have authority to negotiate on behalf of your funding source. Also, specify if any of the proposed funding sources have any recourse to the University, identifying any expected default provisions or acceleration rights that could adversely impact the University.

11.9 Tab 9 – New Development Pro Forma

Private Entities must provide detailed pro formas for the New Development for the University’s review. Pro formas must include the following information:

- Project Pro Forma for Full Term of the Agreement
 - All revenue and expenses, including operating and maintenance expenses and net operating income
 - Annual cash flow after defunding obligations
 - Replacement reserves
 - Additional revenue beyond rental revenue during the 9-month academic-year term
 - All developer compensation
 - Disclose cost of capital assumption for funding – full term of the Agreement
 - Apply prevailing wage laws for the new construction as well as for the DeRoy Apartments demolition and associated activities.
- Project Compensation to Private Entity by Category
- Project Compensation to University by Category

11.10 Tab 10 – Existing Properties

Private Entities must answer the following questions. Please write N/A if the questions do not apply based on responses to previous questions within this section.



1. How many beds does Private Entity offer in on-campus student housing? Off-campus? Please indicate the range of transaction structures used to deliver on-campus student housing.
2. Please provide three examples and campus reference(s) demonstrating successful partnership if Private Entity has previously invested in both on- and off-campus housing simultaneously at another institution.
3. Please discuss Private Entity's' current practices for communicating between its corporate and local personnel. Specifically address the flexibility that is given to the local personnel and discuss the decision-making authority between corporate and local personnel in the case of a conflict. Are Private Entity's practices and policies formal and official, or are practices determined on a case-by-case basis?
4. Does Private Entity currently invest in any student housing in the greater Detroit area? If yes, please provide locations, number of beds, and occupancy rates (as of 9/1/2015) for each Student Housing property.
5. What are Private Entity's current practices and policies for soliciting student demand for its off-campus Student Housing? Please be specific about soliciting students who are already engaged in an on-campus lease.
6. What is Private Entity's policy for investing in off-campus student housing and on-campus housing in the same market? Specifically, does Private Entity exclusively invest in either on campus or off campus housing, or will Private Entity invest in both on- and off-campus housing simultaneously in the same market?

11.11 Tab 11 – Submittal Requirements for Plan Implementation

For the New Development, Renovation, and Demolition of the facilities included in the Plan, the University requires that Private Entities indicating interest and capabilities to complete the entirety of the Plan's requirements will address the following in their proposal materials:

- Maintain consistency with implementation of the improvements as outlined in the University's Housing Master Plan, unless the Private Entity proposes alternative solution(s) that present more advantageous terms than the approach currently planned by the University;
- Acknowledge that rental rates in all new or renovated facilities will be competitive with similar housing provided elsewhere on Wayne State's campus;
- Identify the transaction structures that would be available for the University's consideration;



- Identify key assumptions for implementing the Housing Master Plan including, but not limited to, the Private Entities' cost of capital, credit and balance sheet impact to the University, proposed duration of agreements, project phasing, governance structure(s), and compensation structure(s);
- Indicate any potential challenges that may exist in utilizing the targeted transaction structures given the requirements / objectives outlined in the RFP;
- Provide pertinent examples, if available, of when and where utilization of the targeted transaction structures have been previously utilized to address new construction and renovation to existing on-campus housing; and
- Key considerations for the University regarding implementation of the Private Entity's proposed transaction structure and why the structure is in the best interest of Wayne State.

The University's intent is to receive creative solutions from Private Entities to implement the Plan. The transaction structures and economics of system-wide improvements are anticipated to have a meaningful impact on the implementation of the Housing Master Plan, and the Private Entities may be asked to perform additional analyses – including, but not limited to, the development of system-wide economic modeling, development budgets, and phasing schedules – at a later date.

11.12 Tab 12 – Optional Additional Information

At the Private Entity's option, please provide any information that is deemed to be essential to the evaluation, for which no provision is made in the RFP. Please limit your response to five (5) pages for this section of the RFP response.

11.13 Tab 13 – Voluntary Alternate Submittal – Chatsworth Apartments Retrofit

The University is willing to allow Private Entities that indicate interest and capability of completing the New Development only to self-identify as potential partners for the future redevelopment of the Chatsworth Apartments, which was originally constructed in 1927 and was listed on the National Register of Historic Places in 1986. The redevelopment has been preliminarily conceived as a renovation of the 122,172-GSF housing facility that will convert the available unit types from apartment-style housing into a combination of semi-suite- and full-suite-style units. Chatsworth currently includes 22 efficiency, 48 one-bedroom, and 16 two-bedroom units and could potentially accommodate up to approximately 400 suite-style beds, contingent upon the results of a facility assessment and test fit to determine the concept's feasibility; the Private Entity selected to complete the New Development may be solicited by the University to complete the facility assessment and test fit for the Chatsworth redevelopment. Construction cost for the redevelopment of Chatsworth is estimated at \$19.8 million. Interest in the Chatsworth redevelopment will be accepted as voluntary alternate and will not be utilized as an evaluation criterion unless it has a material impact on the transaction structure available for the New Development. As such, the University will allow Private Entities to submit additional materials as they relate to interest in the Chatsworth project, but these materials should



be considered additional information and do not invalidate any other part of this RFP. The University will issue additional information to document existing conditions by addendum, which will be included in this RFP by addendum as Appendix J. It is at the Private Entity's discretion as to if, and how, Section 11.3 is addressed.

11.14 Quantity of Submittals

Submit one (1) original proposal with no holes punched in it and ten (10) bound hard-copies. The hard copy should be single-sided and submitted on 8.5" x 11" sized paper to make reproduction feasible as needed by the University; exempted from this size requirement is the graphic content outlines in Tab 4, as described in Section 11.4. Pro formas should be appended to your response. No supplemental information will be allowed, other than the exceptions provided in Section 11.12 and Section 11.13 of this RFP. Also, please submit one (1) electronic copy (via flash drive) of the proposal that can be readily disseminated among the University's evaluation committee members.

The original hard copy should contain an original signature of an officer of the Private Entity with authority to commit the firm(s), and should be marked "Original" on front cover. As noted above, submittal contents should be presented in the same order as the requirements listed in the RFP.

11.15 Submittal Instructions

RFP submittals should be addressed to Brailsford & Dunlavey, Inc., and delivered to the address shown below no later than 2:00 P.M. EST on March 14, 2016.

Rachel A. Lynn
Brailsford & Dunlavey, Inc.
500 Griswold Street, Suite 2310
Detroit, Michigan 48226

Any questions concerning this RFP should be directed in writing to the Development Advisor at rlynn@programmanagers.com and must be received no later than February 22, 2016, at 5:00 P.M. EST. Oral questions will not be considered.

Private Entities should not contact any officials or advisors of the University, other than the Development Advisor as previously stated. Private Entities are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of a Private Entity from this RFP process.

12. DISCLAIMER

Any representations or statements made within this RFP shall not be considered a contractual obligation by the University, and the Private Entities shall not be entitled to rely upon them. Wayne State reserves the right to reject any and all submittals and to identify and select the Private Entity or Entities which the University, in its sole and absolute discretion, deems most qualified.

The Private Entities shall be solely and totally responsible for all costs associated with responding to this RFP, and the University accepts no responsibility with regard thereto. Submissions will become the property of Wayne State University.

The University reserves all rights available to it by law in administering this RFP, including without limitation, the right, in its sole discretion, to:

- Reject any or all submittals at any time;
- Terminate evaluation of any or all submittals at any time;
- Suspend, discontinue and / or terminate negotiations with any Private Entities at any time prior to the actual authorized execution of the Agreement;
- Negotiate with a Private Entity without being bound by any provision in its submittal;
- Accept and review a nonconforming submittal;
- Request or obtain clarifications, revisions, or additional information from any source;
- Issue addenda to and / or cancel this RFP;
- Issue a new request for proposals;
- Decline to financially participate in a proposed project;
- Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a submittal and minor or technical violations of this RFP;
- Change the scope and the range of services from what is defined in this RFP at any time; and
- Select any submitted transaction structure.

This RFP does not commit Wayne State to enter into a contract. In no event shall the University be bound by, or liable for, any obligations with respect to a project until such time (if at all) as a Private Entity Agreement, in form and substance satisfactory to the University, has been executed and properly authorized, and then only to the extent set forth therein.

Under no circumstances shall the University be liable for, or reimburse, the costs incurred by Private Entity, whether or not selected for negotiations, in developing submittals or in negotiating agreements.

Each Private Entity, by submitting qualifications, thereby accepts all risk of adverse public notice, damages, financial loss, criticism, or embarrassment that may result from any disclosure or publication of any material or information required or requested by the University in connection with the submission of qualifications. In submitting qualifications, the Private Entity expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against the University and its respective officers and employees for any damages that may arise therefrom.

Any and all information the University makes available to Private Entities shall be as a convenience to the Private Entity and without representation or warranty of any kind.



The University acquires the rights to use any design ideas or other intellectual property submitted in any proposal, and the University acquires the right to reuse any designs and plans without paying the Private Entity or its architect.

It is understood and the Private Entity hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the RFP.

Private Entities must check their proposals for any errors. Failure to do so will be at the Private Entity's risk. In the event a mistake results in the written request of a Private Entity withdrawing any part of the proposal, the Private Entity must withdraw the entire proposal package, and the University may not consider that proposal for award of ANY of the subject RFP. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by the University, whose decision shall be final.