

***Letter of Invitation  
Request for Proposals: [Project Name] [Type] Development***

To: [Developer]  
[Developer]  
[Developer]  
[Developer]

Date: [Date]

After issuing a request for qualifications in the fall of [Year] and receiving submittals from [Nos.] interested development teams, [Auxiliary] ([Auxiliary Abbreviation]) and [Campus] ([Campus Abbreviation]) were pleased to identify [Nos.] teams to invite to participate in this Request for Proposals (RFP) for the development, financing, construction and operation of a development project along [Project Name].<sup>1</sup>

After having ascertained the qualifications of the [Nos.] teams that have been invited to participate in the RFP, [Auxiliary Abbreviation] and [Campus Abbreviation] personnel will now focus on determining which of the [Nos.] teams articulates the proposal that is in the university's best interest, based on criteria described in more detail throughout this RFP. [Auxiliary Abbreviation] and [Campus Abbreviation] personnel are grateful for our prospective partners' continued interest in the [Project Name] [Type] Development Project and we look forward to assessing each team's response to this request for proposals.

This RFP includes guidelines pertaining to the proposal format, content and selection criteria. All information from the [Month Year] Request for Qualifications, all related exhibits and addenda, as well as any other information provided throughout the RFQ process, are incorporated herein by reference.

All submittals must conform to the requirements as outlined herein. A mandatory pre-proposal conference will be held on [Date, Time] to answer questions related to this RFP. Please RSVP by [Date] to [Name] at [Email address].

Responses to this RFP will include two unbound, hard-copy original versions of the Proposal and one complete electronic version submitted on CD, DVD, or USB drive that can be uploaded and distributed electronically to the evaluation committee. Responses shall be delivered to the following address:

[Name, Title]  
[Campus]  
[Address]

---

<sup>1</sup> A complete description of the Project Site was provided in the Request for Qualifications and the accompanying appendices.

All Proposals must be sealed and identified as to content. The deadline for submission of proposals is [Time] on [Date]. Proposals received later than the above date and time may be rejected.

[Auxiliary Abbreviation] reserves the right to request that any respondent clarify its response or supply any additional material deemed necessary to assist in the evaluation of said response.

Please direct inquiries concerning this RFP to [Name] at [Email Address] or [Phone Number].

**REQUEST FOR PROPOSALS**  
*'[Project Name] [Type] Development'*

***I. Process for Development Team Selection, Project Refinement and Approval***

***A. Development Team Selection***

[Auxiliary Abbreviation] and [Campus Abbreviation] look forward to the receipt of proposals from each development team. Proposals must be complete and comply with all of the requirements described in this RFP. Each respondent is solely responsible for ensuring that its proposal includes all information requested in this RFP.

An evaluation team comprised of [Auxiliary Abbreviation] representatives, University personnel, and appropriate external entities, as determined by [Auxiliary Abbreviation] and the University, will review each RFP proposal to ascertain relative strengths and weaknesses based on the submission requirements described herein. Proposals will be evaluated for completeness and may be discarded if incomplete and thus non-responsive to this RFP. [Auxiliary Abbreviation] may seek additional information from proposers and may also wish to conduct interviews and/or site visits as part of the selection process. Selection will be based on the completeness and quality of responses and any subsequent presentations. Selection may also take into account information garnered from interviews and site visits, which [Auxiliary Abbreviation] and [Campus Abbreviation], at their sole discretion, may wish to pursue. If the evaluation team elects to hold interviews, they may request additional written material regarding qualifications or proposals from the respondents selected for such interviews at any time prior to or following interviews. The criteria included in the Request for Qualifications will be utilized as part of the selection process, including the responsiveness of the development concept, development team qualifications, financial capacity, and project schedule as well as references.

At the conclusion of the process, the evaluation team will submit a recommendation to the [Auxiliary Abbreviation] Board of Directors, as well as to the university, concerning the selection of a development team to engage in the next phase of the planning process.

***B. Option Agreement***

It is the intent of [Auxiliary Abbreviation] and [Campus Abbreviation] that the successful development team will enter into an “access and option agreement,” which will provide the prospective partner with the ability to engage in planning and preparation for conducting the appropriate environmental impact analysis, acquiring the needed approvals to proceed, as well as to provide time for the parties to negotiate the terms of a

development agreement.<sup>2</sup> The planning process will culminate in seeking approval from the California State University Board of Trustees (the “Board”) of the terms of the development agreement for the Project Site, as well as certification of the related environmental impact report.

In some instances, requests for proposals result in the awarding of an exclusive negotiating agreement (ENA) to the successful respondent. In this instance, no ENA will be executed. Instead, an access and option agreement will be executed, which will provide the successful respondent with the necessary access for environmental review and planning, as well as the time for negotiations between the parties, while recognizing that final approval of any plans and agreements must be provided by the Board.

### ***C. Project Approvals***

Neither the selection of a development team nor the execution of an option should be construed as an approval of the proposed uses, configuration, or design of the proposed project. [Auxiliary Abbreviation], [Campus Abbreviation] and the CSU will not consider approval of any sublease of the Site unless and until final approval has been obtained by the CSU Board of Trustees (including final California Environmental Quality Act documentation).

[Auxiliary Abbreviation] and [Campus Abbreviation] intend, through this selection process and the planning that succeeds it, to identify the actions and activities that would be necessary to develop the Site and thereby facilitate meaningful environmental review. If the proposed project is found to cause significant adverse impacts that have not already been analyzed and/or have not been mitigated in previous California Environmental Quality Act documentation for [Campus Abbreviation], [Auxiliary Abbreviation] and [Campus Abbreviation] retain absolute discretion to require additional environmental analysis, and/or to modify or not proceed with the project.

### ***D. Environmental Review***

The required California Environmental Quality Act documentation for the project will be performed at the sole expense of the selected development team, without credit against any rent or other compensation owing to [Auxiliary Abbreviation] or [Campus Abbreviation]. The CEQA consultant will be selected from those who currently have a master enabling agreement with the CSU. [Campus Abbreviation] must approve of the consulting firm selected by the developer from an approved list to prepare such documentation. The selected development team will be responsible at its cost for obtaining all land use entitlements and other government approvals required for its proposed project, and the selected development team will be expected to pay all permits,

---

<sup>2</sup> A template of this agreement is attached as Appendix A; a substantially similar version of this agreement will serve as the basis for an agreement between the successful development team on the one hand, and [Auxiliary Abbreviation] and the California State University on the other.

processing, and any other applicable fees related to the development (e.g., traffic and /or transit impact fees), without credit. Approvals for the development of the Site will be required from the Board and, perhaps, other governmental agencies.

In issuing this RFP, neither [Auxiliary Abbreviation] nor [Campus Abbreviation] makes any representations or warranties that the necessary approvals that will allow the development of the Site in accordance with the guidelines set forth herein can be obtained. Respondents should understand that [Auxiliary Abbreviation] and [Campus Abbreviation] are issuing this RFP in their capacity as a landowner with a proprietary interest in the Site and not in a regulatory capacity.

The university completed a comprehensive master plan in [Year]. In conjunction with the master planning process, the university completed a program level Environmental Impact Report. The master plan, as well as all EIR documents are available at: [Website]. Additionally, an EIR addendum, as well as an initial study mitigated negative declaration for the university's Recreation & Wellness Center have since been completed: both were disclosed during the RFQ process. While the appropriate CEQA/ environmental impact review process will be the source of discussion between the successful development team, [Auxiliary Abbreviation], and the university, it is anticipated that the existing EIR and related documents will serve as the basis for further CEQA reports.

#### ***E. Ground Sublease Template***

A ground lease template that is utilized for CSU public-private partnership projects is attached as Appendix B. Any concerns regarding the ground lease template must be identified as part of the development team's response to this RFP. Please note that bonding and appraisal requirements are included in the template ground lease. The ultimate agreement between the parties with respect to this project will be a sublease from [Auxiliary Abbreviation] to the successful development team, relying on this template. While the final agreement will be the outcome of negotiations between the parties, the template has some key terms, which are not negotiable.

To facilitate the comparison of proposals, respondents should assume that the term of the sublease would be [Nos.] years. The [Nos.]-year assumption is for purposes of comparing submittals only. The ultimate length of the lease will be the subject of negotiation between the Developer and the University, with the University's interest in not committing to a lease that is any longer than necessary.

#### ***F. Campus Master Plan and Related Planning Efforts***

While the [Year] Campus Master Plan continues to guide campus planning efforts, the university's plans continue to evolve. The successful development team will work with [Auxiliary Abbreviation] and [Campus Abbreviation] to develop a project that meets the needs set out in the RFQ and that is responsive to evolving campus and local planning.

## ***II. Developer Responsibilities***

[Auxiliary Abbreviation] and [Campus Abbreviation] anticipate that the general scope of the successful development team's responsibilities under the Development Agreement will be as follows:

### ***A. Project Planning and Design***

The development team will be responsible for all aspects of the pre-development planning, environmental review, project refinement and project design, and will work under the direction of [Auxiliary Abbreviation] and the University in meeting this responsibility. The project design and approval process must adhere to the requirements outlined in the California State University Procedure Manual for Capital Projects<sup>3</sup> and follow the design standards described in the campus master plan.<sup>4</sup> While predevelopment studies will be the property of the development team, the parties will enter into an agreement whereby [Auxiliary Abbreviation] and or [Campus Abbreviation] have the right to purchase them should they wish to do so.

### ***B. Construction***

The development team will be responsible for construction and commissioning of the project including obtaining all permits, fees, and approvals necessary for construction of the Project. It is anticipated that this project will be subject to prevailing wage, and proposals should take this requirement into account.

### ***C. Financing***

The development team will be responsible for providing funding for the Project, whether it be in the form of debt financing, equity, or a combination thereof. In the event of debt financing, it is imperative that no financial or credit risk is imposed upon the CSU. No loan may be in an amount which exceeds seventy-five percent (75%) of the fair market value of the improvements at the time the loan is entered into.

### ***D. Lifecycle Maintenance***

The development team will be responsible during the term of the development agreement for lifecycle maintenance, including capital refurbishment and replacement, necessary to sustain the Project to the level of operation agreed to in the development agreement. Preference is given to a developer interested in a long term investment holding period and a successful track record of operational efficiency and effectiveness.

### ***E. Facilities Management Services***

---

<sup>3</sup> A copy of the manual is provided as Appendix C.

<sup>4</sup> The campus master plan is available at [Website link].

The development team will be responsible during the term of the development agreement for management, maintenance and repair of the facilities and associated infrastructure and certain furniture, fixtures and equipment, including (i) the operation, maintenance and repair of the facilities and associated infrastructure and maintenance and repair of certain furniture, fixtures and equipment and (ii) certain other services to be agreed upon in the development agreement, such as grounds maintenance, parking, dining and housing.

#### ***F. Transfer and Development Costs***

The selected Developer Team will be solely responsible for construction of all improvements. This includes all on-site or off-site improvements and any changes from existing conditions, including underground utilities, street lighting, curbs, gutters, street trees, and sidewalks. This also includes any and all impact fees assessed by any agency or government body. All title insurance and escrow costs, transfer taxes, parcel or subdivision maps, and any other transfer or development costs will be the sole responsibility of the selected developer team without credit against any amount owing to [Auxiliary Abbreviation] or [Campus Abbreviation].

As an entity of the State of California, the university is not subject to City ordinances. Based on the ownership, as well as the assumption that the Project Site will be used to house university affiliates and related uses, municipal ordinances and the City's entitlement process are not applicable. Nonetheless, respondents are encouraged to undertake an assessment of this approach and make an independent conclusion.

#### ***G. Insurance***

The selected development team will obtain insurance as required by [Auxiliary Abbreviation], [Campus Abbreviation] and the California State University, as well as by all applicable laws and that identified in the CSU Ground Lease Template.

#### ***H. Indemnification***

The selected development team will agree to defend, indemnify and hold harmless [Auxiliary Abbreviation], [Campus Abbreviation] and the California State University, as well as their respective boards, and employees from any and all activities and liabilities associated with the project site.

#### ***I. Government and Community Relations***

The development team will work collaboratively with [Auxiliary Abbreviation] and [Campus Abbreviation] to ensure appropriate outreach and engagement with the neighborhood, as well as with local government and state officials and agencies.

### ***III. Submission Requirements***

All Responses shall include a table of contents and executive summary which provides an overview of the proposal document. In addition, information shall be provided in the format described below. Please submit information in appropriate detail on each of the items described below to allow adequate review and evaluation of the proposal. The format for the submission of information consists of the following elements:

- A. Cover Letter
- B. Development Team
- C. Development Concept Narrative
- D. Site Drawings & Infrastructure Components
- E. Market Demand Analysis
- F. Financial Plan and Related Terms: Preliminary Ground Sublease And Participation Rent Offer
- G. Project Design, Construction, Operation & Maintenance
- H. Residential Program
- I. Commercial Program
- J. Anticipated Project Implementation Schedule And Related Approvals
- K. Template Ground Lease
- L. Exemplar Project
- M. Vision for Subsequent Possible Phases Of [Name] Development

Proposals shall include two unbound hard-copy original versions and one complete electronic version submitted on CD, DVD, or USB drive that can be uploaded and distributed electronically to the evaluation committee. Responses will be delivered to the following address:

[Name, Title]  
[Campus]  
[Address]

The proposer is completely responsible for the means of delivering the Response to the appropriate office on time. Responses submitted by mail should be submitted sufficiently in advance of the bid opening to ensure delivery to the specified location prior to the stated response deadline. Neither [Campus Abbreviation] nor [Auxiliary Abbreviation] assume any responsibility for delay in delivery of the Response by the U.S. Mail or any other service. There will be no public opening of the Response and its contents will remain confidential until the evaluation and selection is complete. Following selection and award, all Responses will become a matter of public record. Respondents may request specific confidential or proprietary information be redacted from any requested public information request and [Auxiliary Abbreviation] will honor such requests to the extent allowed under the California Public Records Act.

Responses must be received no later than 4:00 pm on September 15, 2015.

The following information shall be provided in the Responses:

***A. Cover Letter***

The development team shall provide a letter signed by a principal or officer authorized to represent and commit on behalf of the firm(s). The letter must acknowledge that any development on the site will be subject to a non-subordinated long-term ground lease without option to purchase.

***B. Development Team & Project Management***

- 1) The development team to be directly involved in the day-to-day management of this project shall be identified in an organization chart along with the role of each individual in the project. Resumes which highlight the relevant experience of the project team shall be included as well as four current references for these key individuals.
- 2) The role and relevant background experience of each development team member, including key personnel who would be directly involved in the timely implementation of the Project, and the allocation of responsibilities among team members for each phase of the Project and management of the interface risks between them. Include:
  - a) Identify by name the project manager who will be responsible for day-to-day management of the project at the design and construction phase;
  - b) Summarize the roles and responsibilities of any other key members of the team;
  - c) Describe how often and through what mechanism (in person meetings, conference calls, etc.) the developer will interface with the University and [Auxiliary Abbreviation] throughout the predevelopment and development process.
- 3) The Respondent's approach to subcontracting and subconsulting. The Respondent may, but is not required to, identify specific subcontractors and subconsultants to be included on the Respondent's team, provided that to the extent that any subcontractor or subconsultant is specifically identified herein, the Respondent may not remove or replace such subcontractor or subconsultant from its team without the prior written approval of [Auxiliary Abbreviation] and [Campus Abbreviation].
- 4) The Respondent's general approach to project management and oversight throughout the term of the Project, including with respect to: day-to-day project management and reporting; Schedule and cost management; quality control/assurance; document management; and risk management.

***C. Development Concept Narrative***

Please provide a narrative description, not to exceed five (5) pages, regarding the development team's vision for the Project Site. The narrative should build upon the vision set out by the development team in its Statement of Qualifications (SOQ) to the RFQ. If the development team wishes to modify its initial vision, please explain why.

The narrative should set out the program for the Project Site, describe the importance of the Site to the university and surrounding community, explain how the proposed program meets and exceeds the articulated need for the project, and how the proposed program will help to transform [Name] Avenue into a "campus main street," as envisioned in the university's master plan.

The conceptualization of a baseline for the project will serve as a key starting place for project refinement. Additionally, the successful development team will be expected to work with campus stakeholders to refine the final development plans. Thus, the narrative should include a description of the development team's plan to engage the campus community in these refinements to ensure that the completed project is responsive to the campus community's aspirations.

#### ***D. Site Drawings & Infrastructure Components***

- 1) Provide plans and sketches depicting the development, including but not limited to the following, in scales to be determined by respondent:
  - a) Context Drawings: Provide drawings (plan, aerial sketch, photomontage, etc.) illustrating building massing and the relationship of buildings, open space, streets and any parking areas. This Context Drawing should clearly illustrate the relationship of the proposed project to the campus, as well as adjoining streets and the neighborhood, in addition to anticipated future development along [Name].
  - b) Parcel Site Plan: Clearly illustrate the urban design and landscape design concept(s) for the Site, including all proposed major entrances, horizontal and vertical circulation systems, wall openings, parking lots with parking counts, vehicular and pedestrian access, and all proposed outdoor areas.
  - c) Identify the number of buildings and square feet for each (gross and rentable). Provide schematic floor plans of building levels, both residential and commercial. The size and layout of each type of rentable room configuration shall be provided. Identify the type of construction proposed.
  - d) Elevations: Provide the exterior building elevations, illustrating proposed massing, openings, materials, colors, and related elements.
  - e) The height and number of floors for each structure shall be identified.
  - f) Cross-Section: Provide one principal cross-section through the proposed building and site that illustrates the major spaces and volumes envisioned.

- 2) Describe whether parking will be included in the plan, and if so the proposed number of spaces and their location. Please also describe how this number was reached and whether it will adequately serve the use on the Site.
- 3) Describe anticipated sustainability features for the project.
- 4) Describe how the project will address site and building utility infrastructure. Note that the University requires that the proposed project adhere to the following: building fire alarm system to be an addressable system that reports to the University Police Department; WiFi to be coordinated with the University system; and domestic and fire water shall be separated from [Area].
- 5) Identify the type of construction proposed.

### **E. Market Demand Analysis**

In preparation for the issuance of the RFQ, [Campus Abbreviation] hired [Consultant] to conduct an initial market demand analysis for the Site. A copy of the report was provided along with the RFQ. Since the issuance of the [Consultant] report, [Auxiliary Abbreviation] and [Campus Abbreviation] believe that residential and commercial market demand has continued to increase. Please provide an objective, third-party market demand analysis and assessment of current and projected market conditions for the land uses and density that the Respondent believes are appropriate for the Site. The analysis should include sufficient information to establish the market support for the project based upon an analysis of demand generators, competitive supply, market pricing, competitive position and anticipated market share/capture.

### ***F. Financial Plan and Related Terms: Preliminary Ground Sublease and Participation Rent Offer***

The Site was purchased through lease revenue bonds issued by the CSU, which included other projects throughout the system. Respondent must articulate a financing strategy that will address related outstanding bonds currently encumbering the Site, and ensure the Project's overall long-term viability. [Campus Abbreviation] and [Auxiliary Abbreviation] anticipate that revenue to [Auxiliary Abbreviation] from a ground sublease of the project site will exceed the debt service related to the parcel, thereby ensuring that [Auxiliary Abbreviation] can provide the University with income to pay the outstanding debt service and garner additional revenue to support its activities. Evidence of ability to finance, undertake and complete the proposed project is crucial to a successful submission.

#### **Preliminary Ground Lease and Participation Rent Offer**

- 1) Developer should clearly describe and analyze all offered financial returns to [Campus Abbreviation], including, but not limited to, rent and revenue

sharing. Base ground rent must not be subordinated to debt service payments and special consideration will be given to offers which include additional profit sharing revenue streams. Proposals for the ground lease transaction must include:

- a) Length/Term of the overall ground lease, in years.
  - b) A schedule of ground lease payments, formulation, etc. that best fits the Developer financial proforma as well as providing the greatest return to [Campus Abbreviation].
- 2) Provide a statement describing the Respondent's approach to financing the Project, including identification of any perceived challenges to financing the Project and proposed innovations to meet these challenges. Include in the statement what Respondent views as the most significant risks to [Auxiliary Abbreviation] and/or [Campus Abbreviation] and the Developer with respect to financing the Project and how those risks can be addressed, mitigated or allocated in order to provide the best value to the University.
- 3) Please include the following:
- a) What entity will be responsible for financing the Project?
  - b) What is the estimated total Project cost?
  - c) What are the sources of funding (i.e. private equity, bonds, commercial loan, bond financing, etc.)?
  - d) What is the estimated financing amount, including rate and term?
  - e) What precautions will be taken to ensure no financial or credit risk to [Auxiliary Abbreviation] or [Campus Abbreviation] based upon the manner of financing the Project?
- 4) The draft ground sublease identifies many of the terms for the project. Identify Respondent's proposed ground sublease terms between [Auxiliary Abbreviation] and Respondent, including amount of base rent, participation rent (percentage of gross revenues during the term of the agreement), and any other financial return or benefits to [Auxiliary Abbreviation]. Proposed rent shall be based, at a minimum, on a fair market rate of return on the current and future fair market value of the land. Please base your proposal on ground sublease term of [?] years.<sup>5</sup> Set out any adjustments, participation rent commencement and other terms. The sub-lease must be absolutely net of all expenses and will not be made subordinate to any other agreement or financial arrangement. This ground sub-lease will assume no financial responsibility from [Auxiliary Abbreviation] or the University for any entitlement costs or for on-site or off-site development costs.

---

<sup>5</sup> As set out above, this is a negotiable factor; a common term for the sublease will allow for the comparison of proposals.

- 5) Provide a detailed pro-forma income statement and cash flow statement which include but is not limited to:
  - a) An all-in development budget including all direct, indirect, and financing costs, which clearly specifies key assumptions and how calculations are made, including from predevelopment up to and including stabilized operation;
  - b) A stabilized year operating statement detailing assumptions for all sources of income, a vacancy factor, detailed operating expense budget, NOI, capital reserves, debt service, and equity returns;
  - c) A sources and uses table during predevelopment, construction, and permanent phases of the project;
  - d) A clear statement regarding the developer's profit/return requirement and how it is calculated;
  - e) A long-term operating cash flow statement (20-30 years).
- 6) The ground lease will require transferring the development to the university after the end of the lease term. Please affirm the development team's understanding of this obligation.
- 7) Set out the terms for an option for purchase in the development agreement during the term of the ground lease. Include the proposed parameters for when this option could be exercised and how the property would be valued at the time. At the minimum the project must not have any deferred maintenance systems.

### ***G. Project Design, Construction, Operation & Maintenance***

Describe Respondent's overall approach to the design, construction, operation and maintenance of the Project. Include the following:

- 1) A description of the Respondent's conceptual plan to design, construct, operate and maintain the Project, including a discussion of life cycle value. The description shall include:
  - a) Respondent's approach to construction of the Project, including: how to ensure achievement of schedule; identification of any perceived construction challenges particular to this Project and this region and how it proposes to address them; description of construction type and building materials.
  - b) Respondent's approach to operating and maintaining the Project elements,

including building, furniture, fixtures and equipment, utilities, infrastructure and site development. The proposal shall describe which portions of the operating/ maintenance responsibilities are intended to be subcontracted or to be operated under a management contract and provide a narrative on how a management team will be assembled and positioned to manage operations of the project.

- 2) Respondent's approach to ensuring sustainability concepts and principles are evaluated and appropriately integrated into all Project elements in order to facilitate achievement of LEED Gold standards or better.

#### ***H. Residential Program [if applicable]***

Describe Respondent's vision for its residential program, including the following:

- 1) Management of the program, including identification of any proposed management firm, its experience, and how it would operationally interface with the university.
- 2) Anticipated plans for marketing, in particular: effective coordination with University Property management to ensure no competition, but rather collaboration.
- 3) Anticipated rent structure: Respondent's plan to ensure affordability for students and its assessment of the appropriate rate for this new housing. Include a description of how Respondent will work with [Campus Abbreviation] and [Auxiliary Abbreviation] to collaboratively set rates.<sup>6</sup> Describe whether rates are inclusive of utilities, cable TV, internet, etc.<sup>7</sup>
- 4) Anticipated terms for student leases or licenses.
- 5) Proposal for coordination with [Campus Abbreviation] for the provision of a residential life program and around issues related to the campus code of conduct.
- 6) Please affirm Respondent's commitment to prioritizing upper-division [Campus Abbreviation] students for spaces in the residential program in the Project.
- 7) It is [Auxiliary Abbreviation] and [Campus Abbreviation]'s expectation that priority for residential occupancy will be provided for upper-division [Campus Abbreviation] students. If, after ensuring that this market has been

---

<sup>6</sup> A list of current rental rates for all types of university housing is attached as Appendix D.

satisfied, additional spaces remain available, please describe how Respondent would prioritize their use.

***I. Commercial Program [if applicable]***

- 1) Describe Respondent's vision for its commercial program, including the following:
  - a) Management of the program, including identification of any proposed management firm, its experience, and how it would operationally interface with the university.
  - b) Describe the types of retail and commercial services that the Respondent envisions for the Site and anticipated plans for marketing. How would Respondent ensure that the offerings were complementary to existing offerings on campus? Describe the proposed process for vetting prospective tenants with [Auxiliary Abbreviation] and [Campus Abbreviation] to ensure that the proposed business partner is acceptable to the university community.
  - c) What assurances will Respondent provide regarding the occupancy of any commercial storefronts to ensure that subtenants are in place and that the ground floor exhibits some level of customer activity?
- 2) Development Teams are encouraged to submit any expressions of interest on the part of prospective tenants.

***J. Anticipated Project Implementation Schedule and Related Approvals***

- 1) Provide a narrative (accompanied by a graphic time line) of the anticipated schedule of the development process. The schedule should recognize the time involved in finalizing the development agreement and ground lease, receiving project entitlements, designing the project, financing the project, commencing construction and completing construction. The anticipated approval timeline associated with a project of this nature is provided in section \_\_ for reference and to provide a framework for respondents' anticipated project implementation schedule.
- 2) Provide a list of potential local, state, and/or CSU approvals by phase (if appropriate), and improvements required to complete this project (e.g., sidewalk widening, street narrowing or closure, utility relocation, etc.).

***K. Template Ground Lease***

- 1) Please affirm that the development team has read and reviewed the option template and the ground lease template (Appendices A and B).

- 2) Describe any concerns with the templates and identify any exceptions that the development takes with the templates.

***L. Exemplar Project***

Please identify one or two projects that the development team believes best represent(s) its ability to serve as [Auxiliary Abbreviation] and [Campus Abbreviation]'s partner for the [Project Name] [Type] Development Project based on the project's success. For each project disclosed, please provide the following:

- 1) A list of team members on the project. Respondent should strive to identify a project where the development team members are substantially similar to those proposed for the [Name] Project.
- 2) Describe the development team's relationships to these projects (i.e., developer, owner, operator, manager).
- 3) Provide the location, cost and scale, type and dollar volume of the work with particular emphasis on ground lease development.
- 4) Describe any residential life program.
- 5) Describe the remuneration enjoyed by the university or relevant landowner.
- 6) If possible, include photographs of these projects.
- 7) Provide current contact information for individuals willing to serve as references.

***M. Subsequent Phases of [Name] Revitalization***

- 1) Is the development team interested in working with [Auxiliary Abbreviation] and [Campus Abbreviation] on seeking conceptual approval for subsequent phases of development along [Name] Avenue?
- 2) If so, describe the development team's vision for other parcels along [Name] Avenue, which currently comprise [Area Name].

***IV. Selection Criteria***

An evaluation team comprised of [Auxiliary Abbreviation] representatives, University personnel, and other appropriate individuals, as determined by [Auxiliary Abbreviation] and the University, will review each proposal submitted in response to this RFP to ascertain relative strengths and weaknesses based on the submission requirements described herein. [Auxiliary Abbreviation] may seek additional information from

respondents and may also wish to conduct interviews, contact references, and/or make site visits as part of the selection process. Selection will be based on the responses to the criteria set out below, as well as any subsequent submittals, presentations, references, or site visits. At the conclusion of the review process, the evaluation team will submit recommendations to the [Auxiliary Abbreviation] Board of Directors concerning the selection of the development team with whom to partner.

**Proposals will be evaluated based on the following criteria:**

***A. Development Team***

Whether the respondent: has a demonstrated record of experience in completing projects similar in size, type and magnitude to the proposed development concept, including past performance in meeting development schedules; successful prior collaboration by the team; experience with public-private partnerships; demonstrated ability to obtain construction and permanent financing for the proposed development, particularly on leased land. The quality of references for team members may also be considered.

***B. Development Plan***

The quality of the development concept; the manner in which the proposed project meets the goals and objectives described in the Development Objectives and the Development Requirements sections of the RFQ; whether market demand and current conditions justify the concept; the quality of the proposed commercial and residential programs.

***C. Design, Construction, Management, & Operations Plans and Capacity***

The quality of respondent's design, construction, project management and operations plan, as well as the demonstrated capacity to deliver on the plan.

***D. Financing Plan and Financial Terms***

Including but not limited to whether respondent has developed a financing plan that assures project success and provides no risk to the university or [Auxiliary Abbreviation], while also providing a fair return for the use of the land asset. Whether the plan reasonably calculates all anticipated costs and sets out a compelling plan for providing affordable housing for [Campus Abbreviation] students.

***E. Project Schedule***

Whether respondent has developed a reasonable schedule of the development and construction time frames informed by the CSU approval process.

***V. Terms & Conditions***

Neither the selection of a development team nor the execution of an option should be construed as an approval of the proposed uses, configuration, or design of the proposed project. [Campus Abbreviation] and the CSU will not consider approval of any lease of the Site unless and until final approval has been obtained by the CSU Board of Trustees (including final California Environmental Quality Act documentation).

[Campus Abbreviation] intends, through this selection process and the planning that succeeds it, to identify the actions and activities that would be necessary to develop the Site and thereby facilitate meaningful environmental review. If the proposed project is found to cause significant adverse impacts that have not already been analyzed and/or have not been mitigated in previous California Environmental Quality Act documentation for [Campus Abbreviation], it retains absolute discretion to require additional environmental analysis, and/or to modify or not proceed with the project.

The required California Environmental Quality Act documentation for the project will be performed at the sole expense of the selected development team, without credit against any rent or other compensation owing to [Campus Abbreviation]. The CEQA consultant will be selected from those who currently have a master enabling agreement with the CSU. [Campus Abbreviation] must approve of the consulting firm selected by the developer from an approved list to prepare such documentation. The selected development team will be responsible at its cost for obtaining all land use entitlements and other government approvals required for its proposed project, and the selected development team will be expected to pay all permits, processing, and any other applicable fees related to the development (e.g., traffic and /or transit impact fees), without credit. Approvals for the development of the Site will be required from the Board and, perhaps, other governmental agencies.

In issuing this RFP, [Campus Abbreviation] makes no representations or warranties that the necessary approvals that will allow the development of the Site in accordance with the guidelines set forth herein can be obtained. Respondents should understand that [Campus Abbreviation] are issuing this RFP in their capacity as a landowner with a proprietary interest in the Site and not in a regulatory capacity.

#### ***A. Reservation of Rights***

In connection with this procurement, [Auxiliary Abbreviation] and [Campus Abbreviation] reserve all rights (which rights shall be exercisable by them in their sole respective discretion) available to them under the Statutes and applicable law, including, without limitation, with or without cause and with or without notice, the right to:

- a) Accept or reject proposals in their entirety or in part;
- b) Enter into negotiations with more than one respondent;
- c) Consider separate proposals for adjacent properties;

- d) Request additional information from respondents;
- e) Modify the procurement process to address applicable law and/or the best interests of [Auxiliary Abbreviation] and/or [Campus Abbreviation];
- f) Revise the scope, type, structure and specific terms of this procurement.
- g) Modify the scope of the Project during the procurement process.
- h) Develop the Project, including any portion thereof, in any manner that it, in their sole discretion, deems necessary. If the [Auxiliary Abbreviation] and [Campus Abbreviation] are unable to negotiate an agreement to its satisfaction with a preferred Respondent, it may negotiate in succession with the next highest rated Respondent(s), terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Statutes and other provisions of State law, as it deems appropriate;
- i) Cancel this RFP in whole or in part at any time prior to the execution of an agreement, without incurring any cost obligations or liabilities;
- j) Modify all dates set or projected in this RFP;
- k) Suspend and terminate negotiations at any time, elect not to commence negotiations with any Respondent, and engage in negotiations with other than the highest ranked Respondent;
- l) Issue addenda, supplements and modifications to this RFP;
- m) Appoint evaluation committees, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants to assist with evaluation;
- n) Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its response and require additional evidence of qualifications to perform the work described in this RFP, regardless of whether the information or evidence was explicitly required by the RFP;
- o) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
- p) Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a response, accept and review a non-conforming response, or permit clarifications or supplements to a response;
- q) Disqualify any Respondent that changes its submittal after the Due Date without the approval;
- r) Disqualify any Respondent under this RFP for violating any rules or requirements of the procurement set forth in this RFP or in any other communication.

This RFP does not commit or bind [Auxiliary Abbreviation] or [Campus Abbreviation] to enter into a contract or proceed with the procurement described herein. Neither [Auxiliary Abbreviation] or [Campus Abbreviation] assume any obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP. All of such costs shall be borne solely by each Respondent.

**VI. *Appendix Documents***

- A. Access and Option Agreement Template
- B. Ground Lease Template
- C. California State University Procedure Manual for Capital Projects

\* \* \* \* \*