REQUEST FOR PROPOSALS AND QUALIFICATIONS
To provide
Residential Student Housing Facilities and Programming
At and for the University of Wisconsin – Baraboo/Sauk County

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This document is the work product of the University of Wisconsin – Baraboo/Sauk County and is a public document under the laws of the State of Wisconsin; however, it is intended to be used solely for the purposes of responding to this request.
1.0 BACKGROUND

1.1 Objective
The University of Wisconsin-Baraboo/Sauk County Campus Commission, on behalf of the University of Wisconsin-Baraboo/Sauk County ("University") is seeking proposals from qualified firms (the 'Provider' or 'Respondent') to provide comprehensive turnkey services for student residential facilities and programming (the "Project") on a site provided by the University. The goal of the University is to provide for approximately one-hundred (100) beds in a Living & Learning-style student resident community, with an appropriate mix of housing and programming consistent with the needs of the University and student body.

The objective of this Request for Proposals and Qualifications (RFP/Q) is to select a Provider with demonstrated experience and success in (1) designing and constructing student housing, (2) providing quality residential life programming, (3) providing project financing that will allow for competitive leasing rates; the selected Provider must also have the ability and willingness to agree to a long-term land lease with the City of Baraboo and Sauk County, which jointly owns the property on which the University is located.

The University’s primary goal in this project is to provide quality housing and residence life programming to students at a reasonable price. Student demand for affordable housing on or near 2-year colleges is rising, and the University would prefer that this project be open by the Fall semester of 2013, with student move-in at an appropriate time in advance of the start of the semester (first day of classes: Sep 3, 2013).

1.2 University of Wisconsin-Baraboo/Sauk County
The University of Wisconsin-Baraboo/Sauk County (UW-BSC) was opened in 1968 as a two-year branch campus of UW-Madison. After the 1971 merger of the University of Wisconsin and Wisconsin State University institutions, it initially became part of the UW Centers and is now one of 13 campuses of the University of Wisconsin Colleges.

The University was originally built to serve approximately 350 students, but has seen significant growth and currently serves approximately 650 students, with a steady increase in enrollment since 2004. The majority of students come from home towns within 45 miles of the campus, but we are experiencing growth in regions to the north and west of campus (the Mauston to Sparta area) as well as from areas on the west side of Madison.

The campus resides on approximately 68 acres of wooded hillside in the Baraboo Bluffs range, in the northwest corner of the City of Baraboo. The campus is bordered by a suburban neighborhood in the City of Baraboo (east), suburban neighborhoods in the Village of West Baraboo (south and west), and wooded range and unincorporated Sauk County (north). The University property also abuts three K-12 schools in the Baraboo School District.

The grounds and facilities are owned jointly by the City of Baraboo and Sauk County, with staffing, programming and equipment being provided by the University of Wisconsin Colleges and UW System. In addition to the core academic and administrative facilities (including theater and music programming spaces), UW-BSC also provides a full-scale library (with statewide sharing agreements throughout the UW System and South Central Wisconsin

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1 The University of Wisconsin-Baraboo/Sauk County is a 3-way partnership between the University of Wisconsin System, the City of Baraboo and Sauk County. For the purposes of simplicity and ease of readability, for the rest of this document the term “University” will be construed to include one or all of the partners except where specifically noted.)
Library Services); a student center with recreational space, study lounges and food service operation; athletics and fitness facilities consisting of gymnasium, fitness center, dance studio, racquetball courts, soccer field, tennis courts, and an 18-hole disc golf course. The campus woodlands are crossed by several walking/hiking trails, including a portion of the state-wide Ice Age Trail.

The primary degree offered by UW-BSC is the Associate of Arts and Sciences (AAS) degree. Students earning the AAS degree are guaranteed transfer to a four-year UW campus, or can choose to earn a bachelor’s degree at UW-BSC in collaboration with a partnering four-year UW institution. The campus is also in the final stages of accreditation to offer its own Bachelor’s of Applied Arts and Sciences (BAAS) degree program starting in Fall 2013, targeted mainly at non-traditional students.

The majority of students transfer to UW-Madison, UW-La Crosse, UW-Platteville, or UW-Whitewater; however, we have students who transfer to every four-year UW campus and several private colleges each year. UW-BSC is a significant provider of transfer students to UW-Madison, and is the second largest provider of transfer students to Edgewood College in Madison. The campus has a number of UW-Madison Connections students, but the number is lower than one would expect. Local students often decline the UW-Madison Connections option, citing a lack of student housing on campus as a primary concern.

UW-BSC began to explore options for housing in the early 2000s. In 2006, Sauk County provided funds to formally study the need for housing and develop a master plan for campus facilities. A professional market study was commissioned that included surveys of existing students and an analysis of current housing in the Baraboo area. This market study was updated in Spring of 2013 and is available to potential respondents as an addendum to this RFP.

Master planning activities resulted in the development of a 20-year comprehensive facilities plan that included possible site locations for a LEED-certified “green” residential housing and conference facility (referred to as the Living and Learning Center: LLC). The LLC plan included concepts for a 100-student residential facility, conference facilities and learning spaces that could be used for student programming during the academic year and continuing education programming during the summer. The UW-BSC Master Plan, the LLC Plan and supporting documents can be found at: http://www.baraboo.uwc.edu/?pid=174. It is not expected that a respondent-proposed student residence facility would be at the same scale as the original LLC plan, but proposals should provide for a quality living and learning style student residential experience.
2.0 FACILITY DEVELOPMENT AND PROGRAM SERVICES

2.1 Overview
The University has identified a need to provide residence life facilities and programming that will satisfy the evolving preferences of students. To meet the needs of the University, in addition to student housing this project should meet the following objectives:

- Provide living/learning opportunities through the inclusion of features such as multipurpose teaching and learning spaces and academic support spaces.
- Provide for long-term sustainability, education and research opportunities by leveraging energy conservation and renewable energy initiatives (“green building design”).
- Provide a design that is suitable for the site and complements existing and future campus architecture.
- Deliver the Project for student occupancy between August 15, 2014 and August 15, 2015. Although an occupancy date of August 2014 is most desirable, the University will review proposals for occupancy dates up to August 2015 if Respondent’s business, construction and programming plans are otherwise acceptable. Proposals for initial occupancy later than 2015 need not be submitted.

The University has not developed detailed program requirements for the Project. The program overview set forth in the following sections provides an outline description of the desired elements of the program, which must be balanced against the need for the project to be financially viable for the Provider.

2.2 Scope of Work
The campus is seeking a partner to enter into a comprehensive development agreement for planning, design, financing, construction, management and program operation of a student residence life facility. Respondents will include information on their ability, commitment and qualifications to provide for all aspects of this project, including:

- Pre-design consulting services, including site selection and programmatic requirements
- Management of design / build services until facility completion
- Full-time facility management and staffing
- Residence life programming
- Alternative use of facilities as available and appropriate (e.g. summer camps and clinics; visiting scholars; short or long-term single faculty/staff housing; etc.)

Respondents are encouraged to organize in the most effective manner necessary to respond to this RFP/Q, and responses should include general information on any other firms or partners necessary to provide services for all phases of the project. All legal structures permitted in the State of Wisconsin will be considered, including a sole proprietorship, a partnership, a joint venture, a limited liability corporation, or a corporation.

If a proposal is selected, the University will enter into an agreement with the selected Provider per the requirements of the scope of work set forth below and establish an acceptable time frame for completion of the work.

2.3 Facilities
2.3.1 Site Selection and Pre-Design
The University would like to maximize the number of beds consistent with sound planning principles, zoning regulations, and the creation of a quality living and learning environment for students.
The chosen Provider will be expected to:

1) Evaluate potential sites with regard to access, traffic, drainage, parking, building placement, utilities, and other considerations affecting the building, the environment and energy use, as well as information regarding all applicable governmental laws, regulations, and requirements.
   a) Building placement to take full advantage of views and sustainable environmental opportunities
   b) Relation of this project to the scale of the existing and planned future campus structures and the surrounding neighborhood
   c) Parking adequate to meet the needs of residents and Residence Life management staff
   d) Landscaping and hardscape to promote outdoor social and recreational activities
   e) Availability and capacity of existing and planned utilities
   f) Emergency access/egress and service access
   g) The Provider shall provide a current survey and geotechnical reports as necessary to support the preliminary design concepts, budget, and construction schedule

2) Provide a preliminary schedule for the University’s approval. The schedule shall show activities necessary to meet the University’s completion requirements.

3) Prepare for the University’s approval an estimate of the expected quantity, mix and price of beds/rooms/suites located in the facility, which should be based on the market demand and total development cost of the Project (including construction, furniture, fixtures, and equipment, soft costs, contingency, and financing) plus a reasonable profit margin for the Provider.

4) Prepare and submit for the University’s approval schematic design documents based upon the preliminary evaluation discussed above.
   a) Preliminary design documents shall include conceptual drawings, outline specifications, and other documents to fully describe the size, quality, and character of the facility, architectural, structural, mechanical, and electrical systems, and the materials proposed for the project.

The preferred site for development is located in the north central portion of the campus (identified in Appendix); however, the University is open to proposals from Respondents if they feel there is a more appropriate site. If proposing an alternative to the primary site, Respondents must develop and present written arguments for why the alternative would be more suitable to their business plan and advantageous to the campus. The campus will be constructing new science facilities (site yet to be determined) in Summer 2014 through Summer 2015. Student housing will need to be sited in coordination with this new facility.

Regardless of site selection, development of the site should provide an inviting and complementary building for the campus; the University recognizes that the size, construction and operational costs of the proposed facility must be balanced against the Respondent’s need to provide consistent, attractive and reasonable leasing price points for residents.

2.3.2 Design/Build
(A.) Within the scope of work, the Respondent shall:
   a. Develop and prepare a complete Project program for University approval, to include budget and time requirements, space requirements and relationships, and outline construction specifications.
   b. Provide all services necessary to design and construct the project in accordance with Section 2, as modified by agreement of both parties.
   c. Based on the preliminary plan, develop and submit design development and construction documents for review and approval by the University.
   d. Commit to build the project by a guaranteed delivery date.
   e. Be responsible for obtaining all necessary regulatory and jurisdictional approvals and entitlements.
f. Construct the Project in accordance with the construction documents previously approved by the University.
g. Commit to maximizing the participation of local financing, suppliers, subcontractors and labor

(B.) At a minimum, the Project should include the following components:
   a. Living space in individual or suite-style room arrangements as appropriate to the market and current/future student demand
   b. Attractive, durable and functional finishes and furnishings
   c. Environmental controls for individual rooms
   d. Common areas designed and equipped for formal and informal activities
   e. Laundry facilities
   f. Industry-standard fire alarms and/or suppression systems
   g. Administrative offices and maintenance support spaces

(C.) Respondents are encouraged to propose other value-added amenities and spaces appropriate to a student resident facility:
   • Kitchen/kitchenettes, common food prep areas, vending services, etc.
   • Secure wireless network
   • Recreation and fitness areas
   • Entertainment lounges/gaming rooms
   • Classrooms / public meeting space
   • Distance- Learning capability
   • ATM/remote banking
   • Computer lab, printing, copying services
   • Limited retail spaces that cater to students and campus

(D.) The selected respondent will work with the University to develop the program fully before proceeding to construction.

2.3.3 Safety and Security
Safety is a paramount concern for the campus and this Project, and it is expected that Respondents will construct a facility that puts student safety issues at the forefront. Subject to negotiation, the Project should include the following enhancements.
   a. On-call 24 hour staffing, preferably with front-desk staffing
   b. Panic button or other immediate access to campus security (City of Baraboo Police in conjunction with Sauk County Sherriff’s Dept.)
   c. Card or limited key access at exterior entries and crucial doorways throughout the building
   d. Fire exits alarmed and electro-magnetically secured
   e. CCTV cameras at lobby area, each elevator (if applicable) and all other critical areas
   f. Emergency power generation for critical building components
   g. Industry standard (or better) fire suppression systems

2.3.5 Sustainable Design Strategies
The University views this Project as an opportunity to further demonstrate its commitment to environmental responsibility within a reasonable set of economic constraints. Successful Respondents should demonstrate support of these values by incorporating sustainable facilities design into their proposal. For example, the design and construction may consider the following opportunities:
• Storm-water management that includes rain gardens, minimized hardscape, and preserved open spaces to mitigate storm water on site
• Native landscaping materials, shade trees, organic gardens, etc. which require little to no freshwater irrigation
• Mitigation of light pollution through intentional lighting strategies
• Maximized day-lighting and views
• High efficiency plumbing and electrical fixtures
• Passive solar domestic hot water system
• Solar reflecting (“white” or “cool”) roof
• Sub-floor radiant heat
• Construction waste management plan
• Recycled and locally manufactured materials
• Occupancy/daylight sensors
• Recycling and composting areas
3.0 SELECTION PROCESS

3.1 Overview
The University and its partners desire to work with an experienced provider of student housing and residence life services. The successful Respondent must be experienced in this type of project delivery method. Proposals will be scored on a subjective basis relative to each other and relative to University and partner needs. Selection of the successful Respondent will be based on various aspects of Respondents’ proposals, including but not limited to:
   a. The chosen Respondent’s ability to most appropriately meet the University’s needs
   b. The professional qualifications of the Respondent and their proposed team, and their previous experience in providing the requested services
   c. Management capabilities and current experience managing the design-build process
   d. Solid relationships with architects and contractors, demonstrated by successful experiences on prior projects.

(The University wishes to assign responsibility of planning, design, regulatory approvals, construction, financing, management and programming to a single legal entity, if possible.)

3.2 Screening and Selection Committees
A small Screening Committee will pre-qualify all proposals received by the closing deadline. The Committee will determine which respondents have met all minimum qualifications. Those that do not will be removed from further consideration.

Those proposals deemed by the Screening Committee to have met the minimum criteria will be fully evaluated by the UW-BSC Campus Commission. In making the final selection and recommendation for a Provider, the Campus Commission will evaluate each Respondent’s proposal, relevant experience, financial and organizational strength.

3.3 Schedule
As much as possible, the University desires to adhere to the following schedule in the selection process through project completion. The University, at its sole discretion, may extend all deadlines and timelines (unless otherwise noted, all dates refer to 2013):
   • RFP/Q distribution: approximately July 24
   • Pre-proposal conference: Aug 5, 2pm
   • Deadline for submission of questions: Aug 8, 2pm
   • Deadline for submission of proposals: Aug 15 by 10am (In the case of an extension, this will affect all Respondents equally. No proposals will be reviewed until after the new deadline, and Respondents are not required but may choose to submit an updated proposal before the new deadline.)
   • Campus presentations for those shortlisted by the Screening Committee: TBD late-August to early September
   • Notification of successful Respondent: immediately following campus presentations
   • Contract negotiations: late August to early September
   • Contract approval and award by City of Baraboo Common Council: Sep 10; Contract approval and award by Sauk County Board of Supervisors: Sep 17
• Design-Build: as negotiated
• Project finalization/open: no later than August 15, 2014
• As previously stated, the University will review all proposals for student occupancy between August 15, 2014 and mid-August 2015, if Respondent’s business, construction and programming plans are otherwise acceptable. Proposals for initial occupancy later than 2015 need not be submitted.

Until the project is awarded, this schedule is subject to modification at discretion of the University.

3.4 Process Requirements
A “Respondent pre-proposal conference” will be held on the date as stated above. While not mandatory, it is strongly suggested that interested parties / potential respondents attend this meeting. The purpose of this conference is to orient potential respondents to the campus and community and tour existing facilities. The conference will begin in Room A-118 (“Rodems Room”) of the Aural Umhoefer Administration and Classroom Building on the University campus.

3.4.1 Inquiries
Informal inquiries concerning this RFP/Q may be in person or phone, but all official communication must be received in writing by postal, facsimile or electronic mail. Communication should be initiated by an official representative of the Respondent, prior to the date specified. Official responses to inquiries will be made in writing and provided to Respondents via email. The University may decline to answer any Respondent’s inquiries.

Except as specifically permitted in this section, from the date of this RFP/Q until a final agreement is executed and the selection is announced, Respondents are not permitted to communicate for any reason with any University or partner representative or consultant except through:

David Armstrong
Asst. Campus Dean for Administration and Finance
University of Wisconsin-Baraboo/Sauk County
1006 Connie Road (A-117)
Baraboo, WI 53913

Phone 608-355-5242
Fax 608-355-5290
david.armstrong@uwc.edu

In the event of a violation of this provision, the University reserves the right to reject the proposal of the offending Respondent. While oral questions are welcomed and will be responded to in kind, only responses issued in writing will be binding on the University or its partners.

3.4.2 Written Addenda
The University may modify this RFP/Q, prior to the date fixed for submission of proposals, by issuance of an addendum or addenda to all parties who have received a copy of the RFP/Q.

3.4.3 Format of Proposals
Proposals must be submitted in the format outlined in Section 4 of this RFP/Q, with each of the described divisions completed in full. Each proposal will be reviewed to determine if it is complete prior to actual
evaluation and the University reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein. The clarity and conciseness of responses will be valued over sheer volume. Each division and exhibit described below must be indexed, tabbed, and presented on a separately numbered page. If a Respondent fails to provide all categories of information required in this RFP/Q, the Respondent may be disqualified from further award consideration. However, the University reserves the right in its sole discretion to waive minor irregularities.

3.4.4 Submission of Proposals
Ten (10) copies of all proposals must be received no later than the due date and time set forth in this RFP/Q unless amended. The deadline for submission of proposals may be extended if, in the sole judgment of the University, such extension is warranted. All copies of the proposal should be sent to:

David Armstrong
Asst. Campus Dean for Administration and Finance
University of Wisconsin-Baraboo/Sauk County
1006 Connie Road (A-117)
Baraboo, WI 53913

The entire proposal must be in a sealed package. The name and address of the Respondent should appear on the outside of the package and refer to "UW-BSC Request for Proposals and Qualifications for Student Housing". Any addenda or updates to Respondent’s submission to the RFP/Q must be signed and returned with the proposal.

Each Respondent is solely responsible for the timely delivery of its proposal by the stated deadline, including any addenda or updates to the submission. The University will not be responsible for lack of timely delivery of a proposal regardless of reason. Failure to meet the deadline for submission of a proposal will result in rejection of that proposal.

3.4.5 Campus Presentations
One or more presentations may be required of select Respondents submitting qualified proposals, including campus-specific, general information, and public board hearings. This will allow the University and its partners to meet the Respondent’s key personnel, and the Respondent to discuss selected aspects of its proposal and provide clarification if needed. At the time the presentations are scheduled, the University will confirm by telephone and in writing with each Respondent the specifics of these sessions.

3.5 Minimum Qualifications
The Respondent’s team must meet the following minimum requirements. Failure to do so will result in the rejection of the submission and the removal of the Respondent from further consideration.

A. Primary Respondent/Team Leader: The primary respondent must have previous demonstrated success in the comprehensive process of financing, designing, constructing, and operating one or more student residence life facilities (which may include mixed student housing/commercial projects, as applicable).

B. Architects: Any architect or architectural firm used by the primary respondent shall be licensed to do business in the State of Wisconsin, have previously designed a student residence life facility, and have a commitment to and experience with implementing sustainable design concepts.

C. Contractors: The general contractor and any sub-contractors shall be licensed to do business in the State of Wisconsin. The general contractor should have previously constructed a range of educational/industrial/commercial projects (including student housing where applicable).
3.6 Evaluation of Proposals

Each Respondent's approach will be evaluated using, but not limited to, demonstrated experience and success in the following criteria:

Design and Construction:
- a. Previous development and delivery of “turn-key” student residential facilities
- b. Ability to arrange financing; experience in successfully financing previous projects
- c. Ability to manage architects/professional-services firms in designing student residence life facilities
- d. Ability to organize functional teams and use a coordinated approach to the scope of work for facility design and construction
- e. Working with institutions of higher education, local and/or state government in the development, review and approval of the concept design and associated construction documents
- f. Ability to adhere to project schedules for the design and construction phases
- g. Commitment and ability to include local financing, suppliers, subcontractors, and labor when appropriate and financially viable
- h. Commitment to incorporating sustainable design concepts (e.g. LEED certification, Green Building Initiative Green Globe practices, etc.) into student residential facilities

Programming and Operations Management:
- a. Proposed methods for maximizing and sustaining the value of the project to both the University and the Respondent, by balancing the needs of students (e.g., affordability, amenities, privacy, student success programs) with the financial viability of the project (e.g., cost and quality of construction, ongoing programming expenses, variable utilities expenses, etc.)
- b. Understanding modern residence life concepts and theories and ability to apply them from the project outset
- c. Comprehensive operations management of student residence facilities (e.g. maintenance, security, emergency response, etc.)
- d. Planning and executing student residential life programs in conjunction with, and complementary to, existing programs at a partner institution of higher education (academic advising, extracurricular activities, etc.)
- e. Proposed organization/structure of professional residence life staff and their qualifications and experience.

Financial incentives:
- a. Proposals should include revenue that will be payable to the University under the lease and/or operating agreement as well as outlining the most favorable legal structure of the arrangement for tax purposes.

3.7 Final Ranking and Selection

The University may negotiate with all Respondent finalists before selecting an apparent successful Respondent. The selection of an apparent successful Respondent does not necessarily mean the University accepts all aspects of the Respondent’s Proposal. After the initial selection of an apparent successful Respondent, should the University fail to reach an agreement as to all points of the final award, the University may reject the Proposal, consider other Proposals, or undertake such other actions as deemed to be in the best interest of the University.
4.0 FORMATTING OF PROPOSAL

4.1 Organization of Response
The response will be submitted in bound or loose leaf binders and organized as follows:
   1. Table of Contents
   2. Cover Letter
   3. Executive Summary
   4. Proposal for Project and Program Services
   5. Respondent’s Qualifications, including any partnerships and their qualifications
   6. Supplemental Information, including any references

4.2 Table of Contents (TOC)
The TOC must correspond to the sections below, which should be separated and tabbed as such.

4.3 Cover Letter
A transmittal letter prepared on the Respondent’s business stationery must accompany each response, and identify the person (including contact information) authorized to represent the team in all communications and negotiations. An individual authorized to bind all named members of the Respondent’s team providing services identified in the response must sign the letter, certifying that all parties are willing and able to provide the services set forth in the proposal.

4.4 Executive Summary
An overview discussion of the Respondent's general experience and expertise, proposed approach and capability to provide the requested project and program services. The summary should not exceed three (3) pages, and include:
   • An understanding of delivering comprehensive student residence life projects in conjunction with an institution of higher education
   • An overview of the Respondent’s organization and the entity or entities that will be responsible for the work (if they are known at this time)
   • A summary of the Respondent’s basic experiences and attributes that set it apart from other candidates, including prior projects on which team members have worked together.

4.5 Proposal for Project and Program Services
4.5.1 Initial Development
Respondent’s approach to managing and performing the services necessary for the planning, design, financing and construction of the facility. The description should include a discussion of the methodology to be used by the Respondent for seeking University and community input and periodic approvals of its work. The following issues are of particular interest to the University:
   • Proposed length and terms of land-lease agreement with City of Baraboo / Sauk County, consistent with financing and operations plan; proposed financial support of university programs and operations
   • Site analysis and entitlements: please provide a brief description of the optimal site, why it was chosen, and how it will meet the following:
     o Integrates into the campus and community landscape
     o Allows for future expansion
     o Fits into the existing campus infrastructure
     o Provides a design that can be operationally sustainable
• University review and approval opportunities during design
• Financing capacity and estimated investment; Budget and pro forma development and control
• Philosophical approaches to “value engineering” or similar trade-offs of cost and quality
• Construction management and schedule control.
  o Describe measures that will be used to ensure project completion on time and within budget during design and construction.
  o Provide examples of previous projects and success in measuring these critical factors.

4.5.2 Facilities Construction Schedule
Demonstrate the Respondent’s capacity to meet the project delivery date. Provide an estimated schedule for achievement of all major Project milestones, including the following:
• Start and finish of pre-design planning
• Start and finish of architectural and engineering design
• Procurement of all entitlements, permits, licenses, and approvals
• Start and finish of site development
• Start and finish of building construction
• Commissioning of the facility

4.5.3 Student Residence Life Programming
Provide a description of the proposed operational and residence life programs that will be implemented upon facility completion/commissioning, and any potential programs to be implemented at a later date. Where relevant, discuss programs provided to Respondent’s current or former student residents at other universities, and provide examples of successes and challenges.
• Staffing organization (Professional, graduate, and undergraduate positions)
• Academic enhancement programs
• Extracurricular/”student life” programs
• Safety and security issues and solutions
• Expected program contributions/collaborations with the University
• Anticipated working relationship between Respondent and University (advisory committees, non-academic misconduct procedures, frequency of formal meetings and reviews, dispute resolution process, etc.)
• Other relevant information and issues related to residence life

4.6 Respondent Qualifications
Provide a list of projects of similar size and scope completed by the Respondent (and partners, if applicable), and for each project please include the following information:
  a. Project name and location; cooperating/partner University name, if applicable
  b. Description of project, including size and number of units or beds, square footage, general layout of facility, extra amenities (kitchenettes, common areas, etc)
  c. Brief list of student success programs currently in place, including any relevant statistics
  d. Interior and exterior pictures of project, if available
  e. Total development budget and final cost
  f. Scheduled opening date and actual opening date
  g. Information on semester and academic year leasing costs in comparison to market data
  h. References with email address and telephone number

4.6.1 Financial Data
Provide the following financial information for the Respondent:
a. Most recent financial statement available (identify whether audited or un-audited) including balance sheet and income statement, including notes
b. List of bank and accounting references
c. Statement from the appropriate financial, insurance, surety brokers indicating that the requisite financing and insurance can be secured for this Project, or information related to securing financing of previous relevant and successful projects

4.6.2 Claims, Lawsuits or Defaults
Provide a list of any outstanding claims, lawsuits, or defaults on the part of the Respondent or any of its subsidiaries.

4.6.3 Tax-Exempt Financing and Operations
- As of the date of this RFP release, it has been determined that this project will be partially tax-exempt, in that the land will be exempt from tax but buildings and improvements will not. Provide information/discussion on prior experience (if any) in securing public and/or private financing for projects, and how potential taxes or payments in lieu of taxes may affect the pricing and structure of the project.
- Proposals should contemplate revenue that will be payable to the University under the lease and/or operating agreement as well as contemplating the most favorable legal structure of the arrangement for tax purposes.

4.7 Supplemental Information
Provide any other information you believe is relevant to the University fully understanding your proposal, qualifications, etc. Also provide at least three (3) professional references for current or former projects.
5.0 TERMS AND CONDITIONS
5.1 General Provisions
5.1.1 Revisions to the RFP/Q
The University may modify this RFP/Q prior to the date fixed for submission thereof by issuance of an addendum or addenda to all parties who have received a copy of the RFP/Q. The University may extend the deadline for Proposal submission if, in the University’s judgment, the revisions make this necessary.

Written inquiries concerning this RFP/Q must be submitted to the University by the date specified previously. As time allows, the University will make a good-faith effort to provide responses to inquiries in writing and to all parties. The University may decline to answer any Respondent's inquiries, at its sole discretion.

5.1.2 Cancellation of the RFQ
The University may cancel this solicitation, in whole or in part, or reject all Proposals submitted in response to this RFP/Q when this action is determined to be in the best interest of the University or its joint partners.

5.1.3 Acceptance of Submittals
The University reserves the right to accept or reject any or all responses to this RFP/Q, in whole or in part, received as a result of this RFP/Q; to waive minor irregularities; or to negotiate with all Respondents, in any manner necessary, to serve the best interest of the University and its partners. Further, the University reserves the right to make a whole award, a partial award or no award at all. Nothing in this RFP/Q shall be interpreted or construed as creating any contractual relationship, agency, or partnership between the Respondent and the University or its partners.

5.1.4 Incurred Expenses
Any costs incurred by the Respondent in preparing and submitting a response to this RFQ will be the sole responsibility of the Respondent and will not be reimbursed by the University or its partners.

5.1.5 Economy of Preparations
Responses should provide a straightforward, concise description of the Respondent's ability to fulfill the requirements of this solicitation.

5.1.6 Discrepancies and Clarifications
The University reserves the right to request clarification of any aspect of received responses or to request additional information that might be required to evaluate the response(s). Responses that are incomplete or conditioned or are not in conformity with this RFP/Q may be rejected.

5.1.7 Respondent's Responsibilities
The Respondent is responsible for thoroughly reading the RFP/Q and the terms and conditions contained herein. Each Respondent is solely responsible for the accuracy and completeness of its response. The Respondent will be required to bring to the attention of the University expressly, in writing, any substitution or change proposed to this RFP/Q and the resulting contract documents. The University will not be bound to a substitution or change unless the Respondent expressly brings it to the University’s attention, in writing, and the University expressly approves the substitution or change, in writing. The University reserves the right to reject any requested substitutions or change.

5.1.8 Confidentiality of Proposals
Written requests for confidentiality must be submitted with the response. The request must state specifically what elements of the response are to be considered confidential and/or proprietary. Confidential and proprietary information must be readily identified, marked and packaged separate from the rest of the response. Confidential and proprietary information which is co-mingled with general response information will be treated as not confidential.

5.1.9 Ethics in Contracting/Collusion
Respondent will certify in its response that its response is made without collusion or fraud and that the Respondent has not offered or received any kickbacks or inducements from any other Respondent, supplier, manufacturer, or subcontractor in connection with their response, and that Respondent has not conferred on any officer or employee of the University or its partners, past or present, any payment, loan, subscription, advance deposit, travel services or items even of nominal value, present or promised.

5.1.10 Release of Information and Advertising
The successful Respondent will not, without the prior written consent of the University: (a) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this RFP/Q or any resulting agreement, or any phase of any program hereunder; or (b) in any manner advertise or publish the fact that the University has entered into a contract, or is a customer of the successful Respondent.

5.1.11 Nondiscrimination
UW-Baraboo/Sauk County and its partners support the principles of equal opportunity and will not discriminate because of gender, race, color, national origin, religion, sexual orientation, age or disability in the selection of firms.

5.2 Insurance Requirements
The Respondent will provide proof of insurance at levels acceptable to the University prior to the signing of any Agreements. Other insurance may be required from time to time in such amounts as may be determined by the University, for coverage against other insurable risks relating to performance.

The Respondent will, at its own expense, procure and maintain during the entire performance period of any contract or agreement resultant from the RFQ process as outlined in this Section 4, including any extensions thereof, insurance of at least the kind set forth below in the minimum amounts specified below.

- Comprehensive General Liability insurance including completed operations and contractual liability in an amount of not less than $3 million per occurrence and name the University as an additional insured.
- Professional Liability insurance (Error and Omissions) covering the design services under the agreement in an amount not less than $1 million per occurrence and $2 million in the aggregate.
- Builders' Risk insurance including all standard coverage specifically providing coverage for exposed buildings and structures.
- Comprehensive Automobile insurance in an amount of not less than $1 million per occurrence, which will cover all vehicles used for this project, owned and non-owned, hired and leased.
- Workers' Compensation and Employers Liability-statutory requirements for all occupational injuries, illness, and disease.

All insurance coverage will be written by companies licensed or authorized to do business in the State of Wisconsin and having an A.M. Best Company rating of A or better. All polices, except Workers' Compensation, will provide a 3-day notice for cancellation, and shall name the University as additional insured. Certificates of Insurance evidencing coverage will be provided to the University prior to the awarding of any contract.
5.3 Terms of Agreement

The terms of the Agreement will be negotiated with the successful Respondent; however, the University will require the inclusion of the following items in the final version:

- Agreement by any financier, bank, or other potential lien-holder that the University shall have first right of refusal to purchase any or all facilities executed under the terms of the agreement, should the chosen Respondent cease operations, become insolvent, or otherwise abandon the Agreement.
- Agreement by any financier, bank, or other potential lien-holder that the University shall have the right to determine and/or approve alternative uses of the facility, approve a different vendor to provide residence life program services, etc. should the chosen Respondent cease operations, become insolvent, or otherwise abandon the Agreement.
- Length and conditions of land-lease agreement Possible options to purchase building(s) during the term of the agreement at a designated point or throughout the term of the agreement.
- Financial terms, including the possibilities of payments in lieu of taxes; fixed-rate lease or a percentage-of-profit annual payment to support university programs, additional operating hours, etc.; other terms as negotiated.

5.3.1 Negotiations

After selection and approval of a Provider, the University and the Provider must enter into a mutually satisfactory agreement within thirty (30) days. If the University and the selected Provider fail to reach agreement within the thirty (30) day negotiation period, the University shall have the exclusive right to extend the time frame, cancel further negotiations, or begin negotiations with other Respondents.

5.3.2 General

Performance Benchmarks: All contracts and agreements will contain time and performance benchmarks, including construction deadlines, as appropriate, with clear termination provisions.

Indemnification: The successful Respondent and its agents, partners, employees and consultants ('Indemnitors') shall defend, indemnify and hold harmless the University of Wisconsin-Baraboo/Sauk County, the University of Wisconsin Colleges and University of Wisconsin System, the City of Baraboo, Sauk County, the State of Wisconsin and their officers, employees and agents from and against all liability, loss, damage, liens, causes of action, suits, judgments, cost, and expense, including all attorneys’ fees, and all claims, suits, and demands therefore, arising out of or resulting from the performance of services or any part thereof, the acts or omissions of the Indemnitors, or sub-contractors under any agreement with the University.

5.3.3 Design and Construction Assurances:

All contracts and agreements will include provisions for liquidated damages, performance bonds, or other remedies to assure timely completion of each Project. Prior to commencement of construction, the Respondent must demonstrate that it has the resources in hand or available to complete the project.

Design Standards: any architectural plan must complement current University facilities and grounds and meet all relevant construction codes.

Off-site and On-Site Costs: All off-site and on-site preparation costs will be at the sole cost and expense of the Respondent. All residential and ancillary buildings, circulation, and landscaping for this Project are to be located within the Project site.

Construction Schedule: The University desires that this facility be fully completed and ready for occupancy by the previously stated date.
Appendix A:

All information below can be found at the following link on the campus website: www.baraboo.uwc.edu

Directions to Campus

**From the North**
Take U.S. Hwy 12 to Hwy 33. Turn left on Hwy 33 to Connie Road. Turn left on Connie Road, about 1/2 mile to campus.

**From the South**
Take U.S. Hwy 12 to Hwy 33. Turn right on Hwy 33 to Connie Road. Turn left on Connie Road, about 1/2 mile to campus

**From the East**
Take Hwy 33 to Connie Road. Turn right on Connie Road, about 1/2 mile to campus

*Parking is free of charge.*
APPENDIX B
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

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IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE’S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name

Authorized Representative

Signature

Authorized Representative

Type or Print

Date