



SNOW COLLEGE

RFP for Student Housing

RFP #1819001

Issued August ??, 2018

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I. GENERAL INFORMATION

- A. Proposal Response Outline. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:
1. **LETTER OF TRANSMITTAL**. The letter of transmittal should include an introduction to the supplier's company, the name, address, telephone number and fax number of the person to be contacted, along with others who are authorized to represent the company in dealing with this bid. Any other information not appropriately contained in the proposal itself should also be included in the letter.
 2. **EXECUTIVE SUMMARY**. An executive summary will briefly describe the supplier's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the supplier.
 3. **DETAILED DISCUSSION**. This section should constitute the major portion of the proposal and must contain a specific response in outline form to each section in this bid. Outline numbers should correspond, in order, to the section numbers contained in the bid. Failure to provide written response to items indicated in this bid will be interpreted by the Snow College (hereafter referred to as "Snow" or "College") as an inability, by the supplier, to provide the requested product, service or function.
 4. **COST PROPOSAL**. Because this project shall be paid for by the offeror/developer, and will be in direct correlation with the appealing and pleasing aesthetics of the building's architecture and will be leased back by the College, the cost will not be required to be submitted separately sealed from the rest of the proposal. The responder must describe all costs to the College associated with the proposal to determine the full financial impact to the College.(See Section V.C.2.d).
 5. Additional information and attachments, if any.
- B. Administrative Guidance. The information provided herein is intended to assist suppliers in the preparation of proposals necessary to properly respond to this proposal. The bid is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Suppliers are at liberty, and are encouraged to expand upon the specifications to evidence service capability under any proposal.
- C. Issuing office and bid Reference Number. The Procurement Department of the College is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is **Bid #1819001**. This number must be referred to on all proposals, correspondence, and documentation relating to the bid.
- D. Response Date. One (1) digital copy that will be submitted in the bidding portal (SciQuest/Jaggar) and seven (7) original hard copies of your bid, samples marketing brochures and other material, that will be mailed to the Snow College Procurement Services, 150 College

Ave., Ephraim, Utah, 84627. Both the electronic and mailed hard copies must be received by 4 p.m. **MDT on Wednesday, Oct ??, 2018.** Proposals received after this deadline will be late and ineligible for consideration. NOTE: This area is not a guaranteed a.m. delivery.

- E. Inquiries. Questions arising subsequently to the issuance of the bid, which could have a significant impact on the responses to the bid, should be submitted through the bidding portal (SciQuest/Jaggar). All such questions should be received by **Tuesday, September ??, 2018 at 12:00 p.m.(noon).**

NOTE: Suppliers/Offerors are not to contact or otherwise communicate with any College trustee, officer, and faculty or staff member regarding this RFP without prior written consent from the Snow College Director of Procurement Services. Contacts without prior written authorization may result in disqualification for any award made hereunder.

- F. Important Dates. The following dates are significant for this bid.

RFP Dated and Issued	Aug ??, 2018
Questions Deadline	Sept ??, 2018 - (See E)
Proposal Response Date	Oct ??, 2018
Presentation Dates	Nov ?? & ??, 2018 - (See Section V)

- G. Proposal Validity Time. Proposals containing less than ninety (90) calendar day's acceptance time will not be considered.
- H. Consideration of Proposals. The College may award a contract based on initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service available.
- I. Oral Presentation. An oral presentation, by a vendor, to supplement a proposal may be required. These presentations will be scheduled, if required, by the College Procurement Services subsequent to the receipt of proposals and prior to the award of the contract.
- J. Award of the Contract/Agreement. The Procurement Services Department of the College is the only department authorized to award a contract hereunder. Any award, hereunder, will be subject to any existing College contractual obligations. This RFP and the Suppliers responses and all clarifications, communications, will become part of the purchasing agreement with the selected vendor/supplier.

The contract will be reviewed by Snow College's legal counsel and must contain acceptable FERPA, GRAMA (Utah Government Records Access and Management Act 63G-2-101), and Governing Law clauses.

- K. Contract Period and Effective Date. Is for the time frame specified in the bid.
- L. News Releases. News releases pertaining to the Bid or the proposal contract will be made only by the College.

- M. Protected Information. The Government Records Access and Management Act, Section 63-1-101 et seq., Utah Code Annotated, ("GRAMA") provides that information in the proposal(s) submitted may be open for public inspection. If a supplier desires to have certain information contained in its proposal(s) protected from such disclosure, the supplier may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63-2-308). Pricing elements of any proposal will not be considered protected. All material contained in and/or submitted with the proposal becomes the property of the College and may be returned only at the College's option.
- N. Process for Requesting Non-Disclosure: Any Bidder requesting that a record be protected shall include with the bid a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Bidder must complete the Claim of Business Confidentiality form with the following information:
1. Provide a written Claim of Business Confidentiality at the time the information (bid) is provided to the state, and
 - a. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
 - b. Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version."
 2. An entire bid cannot be identified as "**PROTECTED**", "**CONFIDENTIAL**" or "**PROPRIETARY**" and shall be considered non-responsive unless the Bidder removes the designation.
 3. **Redacted Copy:** If a Bidder submits a bid that contains information claimed to be business confidential or protected information, the Bidder **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."
- O. **EQUAL OPPORTUNITY AND TITLE IX:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973; or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Contractor agrees that while interacting with Snow College employees, volunteers, and students it will comply with Title IX of the Education Amendments of 1972 (20 USC 1681) which prohibits discrimination on the basis of sex in any federally funded education program or activity. Contractor must include this

provision in every subcontract or purchase order relating to purchases by Snow College to insure that the subcontractors and vendors are bound by this provision. Contractor additionally agrees that it will cooperate with any investigation by Snow College of a claimed violation of the above, to abide by any interim measures imposed during the course of an investigation and/or final measures imposed as a result of an investigation, and that its contract may be terminated without further recourse in the event of a finding of a violation by Contractor or its employees, subcontractors and related parties.

- P. Notices. The supplier must specify the name, title and address of the person to whom all correspondence, regarding any contract awarded as a result of this bid, should be directed (including amendments to the contract). All amendments must be in writing and signed by both parties.
- Q. Incurring Costs. The College will not be liable for any cost which suppliers may incur in the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, there is no intent made here to limit a proposal's content or to exclude any relevant or essential data therefrom.
- R. Addendums to Bid. In the event that it becomes necessary to revise this bid in whole, or in part, an addendum will be provided to all suppliers through the bidding portal (SciQuest/Jaggar).
- S. Alternative Proposals. A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline and satisfy the requirements of the bid. The supplier's prime proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form, following the bid response outline, but providing complete information only for sections which differ in any way from those contained in the prime proposal. If alternative proposals are submitted, the reasons for the alternative(s) and its comparative benefits must be explained. Each proposal submitted will be evaluated on its own merits.
- T. Authorized Supplier Representatives. The proposal will list the name, title, office address, telephone number, and fax number of the person(s) authorized to represent the supplier regarding this bid. The College reserves the right to negotiate a change in the individual assigned to represent the firm awarded this contract, if the assigned representative is not supplying the needs of the College appropriately. The right will carry forward through the response period and during the term of the contract.
- U. Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier must specify, in writing, the proposed subcontractor's name and address, and the purpose of the contract. Any supplier proposing subcontracts as a part of a proposal must explicitly state so in the proposal, and must include the above stated information for each subcontract. Approval by the College Purchasing Department is required prior to the awarding of any subcontracts. Any Subcontractor will be required to provide evidence to the College of the same indemnification or insurance provisions described herein. A payment bond is required if subcontractor(s) are used.

- V. Assignment. Supplier/Offeror will not assign the order, subcontract it or sublet it, as a whole, without the prior written consent of the College. Assignment, subcontracting, or subletting such consent, will in no way, relieve the supplier of any of its obligations under this order. Supplier is responsible for all payments to any assigned subcontract or sublet.
- W. Remedies. The laws of the State of Utah will apply in all disputes arising out of the bid or any award made hereunder.
- X. Compliance. The supplier hereby agrees to abide by all applicable federal, state, county, and city laws and regulations, and to be responsible for obtaining and/or processing any and all permits and licenses that may be required.
- Y. Service/Cancellation. Inadequate delivery, poor service, or failure to adhere to the covenants of any offering may be cause for cancellation of the contract. Contract may be terminated with 90 (ninety) day written notification.
- Z. Acceptance of Services Rendered. The College, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the contract satisfy the requirements as identified in the contract order.
- AA. State and Local Taxes. The College is exempt from sales and excise taxes. Exemption certification information appears on all purchase orders issued by the College. Such taxes will not be included in quoted prices. However, if the supplier believes any taxes apply, they will be shown separately. If not so shown, they will be considered an expense of the supplier.
- BB. Anti-Collusion. The submittal of a proposal constitutes agreement that the offeror has not divulged his proposal to offerors, nor has colluded with any other offerors or parties to a proposal whatsoever.
- CC. Indemnification. The supplier will indemnify and hold harmless, the College, the State of Utah, its officers, employees, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, or damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) occasioned by, growing out of, or arising or resulting from (a) the performance of any services required herein to be performed by supplier, or (b) any act, error, or omission on the part of the supplier, or its agents, employees, or subcontractors.
- DD. Insurance. Supplier will maintain Comprehensive General, Contractual, and Automobile Liability Insurance, with a minimum limit of \$2,000,000 per occurrence for bodily injury (including death) and property damage liability, as required by Federal, State and local laws, statutes and ordinances governing the transportation services herein described. Supplier will maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this agreement.

The College and the State of Utah will be named as additional insured on the Comprehensive General, Contractual, and Automobile Liability policies provided for herein and certificates of insurance, signed by the insurer, will be provided prior to the College awarding the bid. These

certificates will contain a provision which indicates that the College will be given thirty (30) days written notice of cancellation or any material change to these insurance policies. The insurance company(s) chosen by the supplier, will be licensed to do business in the states in which it operates, and will be approved by the College prior to the award of the bid.

Snow College is not responsible and will be held harmless for the physical security or personal property of the respondent, subcontractors, renters or other investors in relation to this project and improvements either during construction, management and or ownership of the project.

- EE. Restrictions. All proposals must clearly set forth any restrictions or provisions deemed necessary by the supplier to effectively service the proposed contract.
- FF. Payment. The College will pay the monthly lease/rental fees as agreed upon in the requirements of this proposal, and with the agreed upon response to this RFP.
- GG. Bond(s). The College requires a bid bond, performance bond, and a payment bond for this project. The purchase of the bond is the vendor's responsibility, and is considered part of the pricing. Bond(s) must be issued by a B+ or better rated company, by AM best rated Surety Company, and/or listed on the treasury listing.
- HH. Right to Reject. The College reserves the right to reject any or all proposals and to waive any informality or technicality, in any proposal, in the interest of the College.
- II. Licenses. The contractor, by responding to the bid, signifies that they have all the current licenses to operate a business and perform this type of work within the State of Utah.
- JJ. Accounting. Supplier must keep accurate accounting records of all operations covered by this document and is to establish and maintain a system of bookkeeping and accounting satisfactory to the College. The supplier should be able to summarize and concisely report information, in a timely manner, through the duration of any contract resulting from this bid. The records must be available for audits by the College during the duration of this contract.

II. COLLEGE BACKGROUND AND ENVIRONMENT

A. College Background

1. Snow College is a two-year public college, and the Aspen Institute has named Snow College among the top 10 percent of two-year colleges in the nation when it comes to academic and workforce outcomes. Located in the heart of Utah, at the foot of the Wasatch Mountains, Snow College is the oldest comprehensive two-year college in the Western United States.

The College was established in 1888; excellence continues to be the hallmark of all our work and activities. We are the preferred choice of approximately 5,000+ students who want a small College experience filled with a variety of many different activities, events and performances. During the last five years, Snow College has experienced a 30 percent increase in enrollment and is now one of the fastest growing colleges in Utah.

III. GENERAL OVERVIEW AND SCOPE OF PROJECT

- A. Snow College is looking for a offerors to provide the development/construction of new student housing facility for Snow College on our Richfield campus. Offerors will be required to provide complete development services for this facility including financing and maintenance of the finished project. Development services will include Design, Construction and Maintenance of the finished student housing facility. The Owner (Snow College) will be responsible for providing the site, design criteria and management for the facility. The Owner’s Project Management responsibility will also include developing the RFP, selecting the successful responder for the project, reviewing and approving final construction documents and general observation of construction for conformance to the RFP which may be done in conjunction with the State of Utah Division of Facilities, Construction and Maintenance. The Owner will also be responsible for periodic review of maintenance of the finished project. The Owner will conduct a “two stage” selection process to evaluate all responders. The first stage will be to ascertain the qualifications of offerors; the second stage will be to review presentations and detailed proposals of a short list of finalist responders. Interviews will be conducted on (INSERT DATE) at Snow College Richfield Campus, in Richfield, Utah. Notice to proceed will be issued to the successful responder (INSERT DATE). This project will be managed in cooperation with the State of Utah’s Department of Facility and Construction Management (DFCM), but will not be managed by the State OCIP programs or the State PBS selection system.

NOTICE: Whenever the terms “bid”, “bidder”, “bidding” or “quote” appear in this RFP, or reference is made to a bid, bidder, bidding or quote, the term or reference shall be interpreted to mean, as applicable, responder, as defined in Utah Code Ann. Section 63G-6a-103(54), or Request for Proposals, as defined in Utah Code Ann. Section 63G-6a-103(72). The procurement shall be conducted subject to the provisions of Utah Code Ann Sections 63G-6a-701 through 711.

Snow College invites interested parties to submit a proposal to provide the college with these services.

This document constitutes a Request for Proposal (RFP), via competitive sealed proposals, from qualified individuals or organizations, to perform the Scope of Work set forth herein. This request may result in an acceptance of the proposal by Snow College, in accordance with the terms and conditions of this RFP, the services and/or products proposed by the successful firm. Vendors are strongly encouraged to carefully read the entire request for proposal.

B. Contract Period for this RFP

1. The length of the signed agreement is not to exceed 40 years per the Utah Code 53B-21-108. The agreements authorized to be entered into by Snow College shall provide that the successful responder shall construct, improve, remodel, add to, or extended a facility of the type and construction described in the agreement on the part of the campus to be leased to the successful responder.

IV. SPECIFICATIONS & REQUIREMENTS

A. Project Information

1. Occupancy

- a. The Student Housing Project will be occupied with students attending Snow College except for summer housing, which may host groups and other such entities. In addition, Snow College may only guarantee that 80% occupancy may be retained for a building not exceeding 100 beds. If the facility is structured to have locked corridor areas the potential for other entities to reside in the facility during the academic school year may occur with prior approval by the Snow College Office of Residence Life or Snow College Committee. All occupants residing in the facility must be approved by Snow College.

2. Site

- a. The Student Housing Project will be located on the Snow College Richfield campus in Richfield, Utah (please refer to Appendix A for a detailed survey, environmental survey and soils report for this site). This site is owned by Snow College and will be leased to the developer for a negotiated period of time. The site is approximately 5 acres and has passed a level one environmental survey. An ALTA survey and an archeological survey of the site are enclosed in Appendix A. The developer will be responsible for all site utilities and site development costs including but not limited to: landscaping, paved sidewalks, paved parking areas, exterior lighting, storm drain control and compliance with local zoning and all applicable building/design codes. The state fire marshal must approve all site design and construction. The project site will be leased “as is” in its present condition to the successful respondent.

3. Management

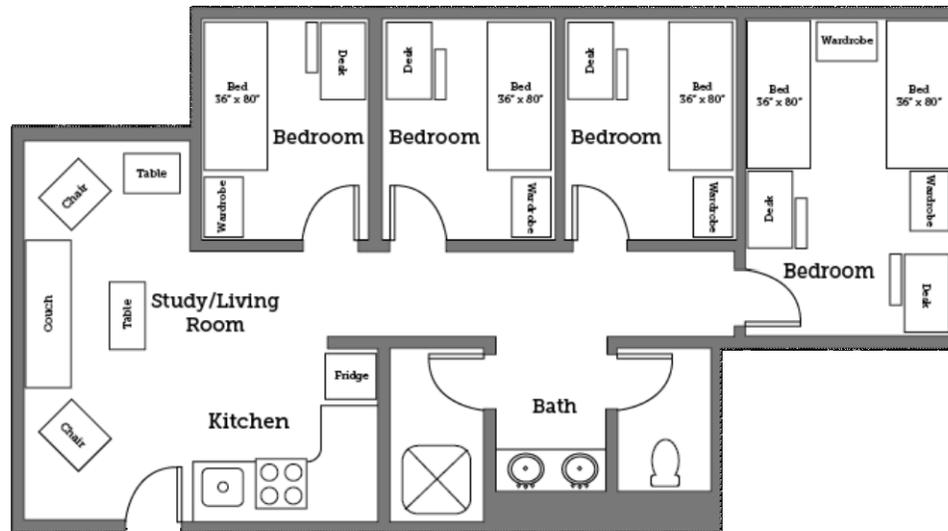
- a. The concept of the project is that the successful responder will build the building and maintain it in conjunction with Snow College. Snow College will provide a Resident Director and Resident Assistant(s) who will manage the occupants and be responsible for enforcing Snow College policies, procedures, rules, regulations, and contract provisions as is currently done in student housing at the Snow College Ephraim campus. Snow College will collect rents and fees and pay them over to the successful responder but the successful responder will be responsible for conducting collection efforts with regards to students who do not pay. Snow College will keep a percentage of all fees collected, the amount is negotiable and the exact amount will be part of the proposal submitted.
- b. The semester rates will be comparable to that of the Ephraim campus. Increases of prices will be reflective as per the Snow College agreed amount annually. See Appendix D

B. Design Criteria

1. Building Types/Amenities
 - a. Apartments, gender neutral bathrooms, resource room/storage, IT closets, Staff Office(s), Front desk, community/programming spaces, lounges/lobbies, study rooms, and laundry rooms.
2. Phases
 - a. The project will be constructed in three phases. Phase one will consist of housing for 100 students and be completed by July 2019. Phase two and Phase three of the building construction to complete the Snow College master plan will be initially offered to the responder with first right of refusal. Phase two and Phase three refer to potential additional buildings on the same site. These Phases will be clarified in full after Phase one is completed. Further RFPs may be required per State Law.
3. Design Standards
 - a. The Student Housing Project will conform to all current state and local design criteria including any requirements from federal loan programs. These current standards include but are not limited to the following current codes: International Building Code of 2015 (including but not limited to: Plumbing, Mechanical, Electrical, etc.), OSHA, Utah State DFCM Student Housing design guidelines (See Appendix A), Utah State Fire Marshal, National Electric Code, Uniform Mechanical Code, ADA Act Title III, 2011: ADAAG, all HUD Housing requirements, Richfield City zoning requirements and the specific requirements listed in this RFP. Design of Structural, Civil, Mechanical and Electrical systems must be by a licensed Engineer with current registration in Utah. Design of Architectural systems must be by a licensed Architect with current registration in Utah. Design teams must be listed in the developer's proposal, with resumes and qualification of each discipline's key designer. All work performed by the design team will require stamped Architectural/Engineering Construction Documents, Specification, Calculations and Clarifications required during construction. The Design team will be required to provide site observation during construction and be present for project closeout/punch list activities. The Design team will provide a complete and accurate set of as-built record drawings (hard copy and electronic copy). The Design team will be contracted with the Developer for all services on this project.
4. Housing Units
 - a. The Student Housing Project will consist of student housing for 100 students. Each apartment until will house 3-5 students. Housing units should not exceed 2-3 stories and should contain no fewer than 100 students each. Designs shall provide aesthetic appeal and reflects the overall look of the campus. Each apartment will contain 2 separate shower/toilet areas, a common wash sink/vanity/mirror areas, a small living room, kitchen with a stove, microwave oven, refrigerator and eating bar/dining area. Each housing floor will have a washer/dryer area or laundry room of commercial grade washers and dryers. A ratio of 50 students to 2 washers/2 dryers. Each room in the space (bedrooms, common/living room area) will have

data jack hook ups. Doors in the units will have lock set hardware compatible with that used on the Snow College Ephraim Campus. Each unit will have an exterior/entrance door (front door) equipped with Schlage keycard system known as a Magnetic Strip Networked Hardwired AD-300 or any newer models.

- b. See below for options of preferred layouts:



5. Parking

- a. Parking for 150 cars will be required for this project. Parking lots, sidewalks and entries will be lighted with LED and match the current fixture utilized on-campus. Designs which provide multiple small scaled landscaped parking areas are preferred over large expanses of parking with little or no landscaping. In addition, ADA parking, ramps and outside entries should be in compliance with ADA Codes.

6. Security

- a. Utilization of camera systems by Unifi operating systems, per the standard of Snow College within the building(s) and parking lots. Keycard accessed doors externally wired and internally wired on all doors, egresses and entry ways. Ability to lock off halls with key card access points. Downward facing parking lighting and exterior building lighting. Building Office built onto main floor for staff to address issues of concern. Front desk built in for general operation and building monitoring. Building(s) should be equipped with up to date security camera systems with sound.

7. Landscaping
 - a. Provide complete finished landscape including automatic irrigation systems. Landscape areas should be low maintenance plant material that is well suited to Richfield, Utah.
8. Utilities
 - a. Are currently available on the location site. The successful responder would be responsible for tapping into these existing lines and drawing the lines into the building(s).
9. Construction Elements
 - a. Buildings will be constructed using brick veneers with aluminum soffits and fascias. Roofs will be pitched with asphalt shingles. Windows will be double insulated glass in aluminum frames. Exterior elements constructed of stucco will not be allowed. Sidewalks will be constructed using 4000 psi concrete with a minimum width of 4'-0" and will be at a minimum of 6 feet wide. Parking lots will be constructed using Asphalt paving or Concrete (4000 psi) paving. All entries, walkways and parking areas will be lighted using Metal Halide lighting. Interior walls and ceilings will be painted sheet rock, with soundproofing. All floors will be carpeted except for entries (this could either be carpet with Walk Right In 49.3 oz/yd tufted yarn or higher and/or tile), kitchens, laundry and bathrooms. Bathrooms will have tile floors, shower will have glazed tile walls and ceilings, kitchens and laundry areas will have sheet vinyl floors. Refer to Appendix A for outlined specification of design criteria. Stairwells will be covered with a sustainable and durable seal with a warranty. The building(s) should be Leadership in Energy and Environmental Design (LEED) certified for sustainability with a minimum of Silver certification. Taking consideration in:
 - (1) Sustainable Sites
 - (2) Water Efficiency
 - (3) Indoor Environmental Quality
 - (4) Innovation in Design
 - (5) Energy & Atmosphere
 - (6) Materials & Resources
 - (7) Regional Priority
10. Building Amenities
 - a. To be approved by Snow College prior to purchase and installation.
 - (1) Water fountains in the building should have a water bottle refill station, expected number would be a minimum of one per floor and per wing of the facility.
 - (2) Data ports in study areas, lounges, lobbies and within bedrooms. Any programming spaces that are proposed should have data ports as well.

- (3) PIM (a wireless communication link) stations will be located within 5 feet of every wireless operated keycard reader.
- (4) Key card readers should be wired for all exterior, egresses and entry points of the building.
- (5) If computer spaces are proposed, data ports and security measures should be included.
- (6) LED lighting with motion sensors throughout the halls and common areas.
- (7) Tile carpeting in living spaces and common areas (lobbies, lounges).
- (8) Bristled carpeting at entry ways and exits.
- (9) IT closets with air ventilations or fans to reduce overheating.
- (10) HVAC and utility closets outside of resident's rooms to provide quicker upkeep without disruption to students.
- (11) Wi-Fi installation throughout building and within resident's rooms.
- (12) Furnishings throughout building; lounge and lobby furniture, beds, dressers, desks, closet/wardrobes, side tables, etc.
- (13) Appliances within kitchens matching (brand and color) and under warranty or replaced when faulty.
- (14) Mattresses with a shelf life of 6-10 years, bed bug proof.
- (15) Game room with equipment; i.e. pool table, ping pong, foosball, arcade, etc.
- (16) Magnetic door props for doors within hallways with a timer for electronic shut off or closure.
- (17) Back splashes behind sinks over counters.
- (18) TVs and electronics (newest marketed value with approval of Snow College) in common areas, secured to walls with adjustable mounts.
- (19) Limited access for opening windows; suicide prevention windows on upper levels.
- (20) Window treatments that are not standard blinds; roll ups or curtain preferred.

11. Construction Requirements

- a. Contractor must be licensed General Contractor with a current Utah License. The General Contractor and Subcontractors for Mechanical, Electrical, Masonry, Earthwork, Plumbing and Sheetrock must all be bondable for their respective contract amounts. The Contractor will be responsible to meet all life safety codes, OSHA requirements, state, local and federal construction requirements, building permits and utility hook up costs associated with construction of this project. The General Contractor will use the general conditions listed in Appendix A and be contracted directly with Developer for all work on this project. All work provided by the General Contractor will conform to this RFP and the approved construction documents provided by the design team.
- b. Responder agrees to carry any insurance on the facility, and its use and occupancy, and to provide that the cost of the insurance shall be included as a part of the cost of operating the project. Property insurance, CGL and Builders Risk insurance are required in commercially reasonable amounts. The standard is \$2,000,000 per occurrence and \$3,000,000 per aggregate. Insurance

documentation will need to be presented to Snow College Risk Manager prior to contract signing.

- c. Responder is responsible for ensuring that all construction signage is posted according to standard code(s).

12. Management and Operation Requirements

- a. Upon completion of construction the building shall be leased back to Snow College for operation and occupancy management. The successful responder will retain responsibility for the maintenance of the completed student housing facility. This shall include but not limited to: Grounds maintenance, snow removal, trash removal, all utility costs, compliance with local codes and zone requirements, insurance for occupants and contents, fire and liability insurance, property insurance, facility maintenance, all upkeep costs. Snow College will in conjunction with the successful responder set rents. Snow College will be responsible for collecting rent from the students, managing the residence needs and safety and providing adequate staff. Both the responder and the college shall be responsible for providing staff and/or subcontractors to perform its duties with regard to this facility in a timely and safe manner. Provision shall be made for the participation of a Snow College Committee to meet at least bi-weekly with the successful responder to provide input on maintenance and receive feedback on occupant concerns. This committee would work with the responder in two way communication regarding what operational issues should need addressed. Snow College will provide Resident Assistants and a Resident Director who will enforce Snow College Office of Residence Life policies, procedures, rules, regulations and student contract provisions. Snow College will collect rents and fees and pay them over to the successful proposer but the successful responder will be responsible for conducting collection efforts with regard to students who do not pay. Snow College will keep a percentage of all fees collected, the amount is negotiable and the exact amount will be part of the proposal. Your proposal shall indicate the percentage you propose Snow College shall keep.
- b. The sole source for lease payments will be that of student rental fees and no other sources outside of these fees will be utilized for payment to the responder. However, if the buildings are used for other events such as; camps, conferences, and/or hospitality, these funds may be utilized to pay the responder if the prior payment amounts have not been met in full. If payment to the responder has been paid in full, the additional revenue goes back to the college.

13. Comprehensive Division of Labor

- a. Security: Richfield City police or Snow College police will be contacted by the Office of Residence Life. Security measures such as cameras and key card access will be the responsibility of the responder. Camera access and keycard access will be made available to the Snow College Office of Residence Life.

- b. Rekeying a doors, keycard hardware replacement or software updates for electronic keys will be the responsibility of the responder and will be addressed within 24 hours.
- c. Changing of light bulbs routine maintenance of electrical boxes, mechanical rooms and HVACs systems will be the responsibility of the responder, but must meet the standard that Snow College requests. A routine report must be generated to the Office of Residence Life at Snow College regarding maintenance of PMs (preventative maintenance measures/statements). An agreement will be made between Snow College and the responder regarding a 5-10 year replacement plan/repair plan regarding significant repairs.
- d. Contract Language:
 - (1) The Housing Contractual Agreement signed by students will be the same as the current Housing Contracts in use by Snow College. A consultation between the responder and the Office of Residence Life and Snow College will review all documents which students are required to sign prior to issuance to students, parents, conference attendees or any individual residing within the buildings.
- e. Assessing Damage Fees/Charges
 - (1) In collaboration with the Office of Residence Life, a member of the responder's team must be present upon inspection of rooms involving parties potentially receiving damage charges. Both entities must be represented prior to a charge being assessed, unless otherwise proposed and approved through the RFP process/agreement on a suitable way to assess charges/damages/or mishaps.
- f. Maintaining Service Agreements (Laundry, Security Cameras, Exterior Locks)
 - (1) The responder will be responsible for additional charges that may accrue to Snow College for elongating agreements currently in use. Snow College asks that the responder utilize the same agreements currently in place at Snow College, with the notation that they are responsible for additional fees that may occur to add administrative users, maintenance fees or service agreements for the housing facility.

14. Financial Requirements

- a. The successful responder will be responsible for all cost and coordination/management of the financing of this project. Snow College reserves the right of final approval of all and/or any part of the financial agreements. The details of this agreement must be fully disclosed to Snow College during stage II of this RFP. The financial agreement must protect Snow College from default by the bidder and provide Snow College with the right of first refusal during

settlements of defaults with other parties. Snow College will provide the property for a yearly lease of \$1.00. At the end of negotiated period of time, the agreement shall terminate and title to all improvements shall be transferred to and vest in Snow College at no cost and debt free. Also, at the end of the negotiated period of time, the agreement shall terminate and the building shall be inspected and necessary repairs and upgrades shall be made by the successful proposer at its cost.

- b. Lease payments from Snow College to the successful responder shall be made from the collection of fees and charges from all students and other persons availing themselves of the use of the accommodations and facilities of the project. Snow College shall consult with the successful responder as to the rental fees to be charged to students but the fees shall approximate those fees currently charged for existing Snow College housing on its Ephraim campus. All revenues, fees, and charges arising from the operation of the project shall be applied to the payment of the lease payments due from Snow College shall be paid to the successful responder less the agreed upon percentage to be kept by Snow College. Snow College is not obligated to pay the lease payments or amortization of the acquisition cost of the project, and interest on the unpaid part of the acquisition cost, from any source other than the revenues, fees, and charges arising from the ownership and operation of the project, including student building fees (if any but not anticipated) levied for the use and availability of the facilities of the project.
- c. This project agreement shall provide that the rental installments, or amortization of the acquisition cost of the project, including necessary equipment, furnishings, and land, and interest on the unpaid part of the acquisition cost, are not an obligation of the State of Utah, the State Board of Regent, or Snow College, and the ad valorem taxes or appropriations from the state may not be used to pay or discharge the amounts required to be paid under the agreement.
- d. The project shall provide that when the amortized acquisition cost as represented by the rental installments, has been paid in full and when all obligations, if any, issued to finance the cost of the acquisition of the project have been paid in full as to both principal and interest, the agreement terminates and title to the project, including the land upon which the project is situated, and all equipment and furnishings become Snow College property in full in accordance to Section 53B-21-108.
- e. The college's property or any buildings built on the property cannot be placed for financial pledge. There can be no financing directly or indirectly.
- f. This project should be financed and operated by the responder selected in the RFP process. If at any point the project is purchased by another company, entity or proprietor Snow College has the first right of refusal to purchase. If they do not, the new project owner must take on all aspects of the project as agreed upon in the initial RFP and contract.

V. SELECTION REQUIREMENTS

A. Overview

1. The selection of responders for this project will be done using a two-stage selection process. The first stage will be used to select responders based on their qualifications, past performance and team configuration. The first stage will also be used to qualify the developer financing proposal for this project. The second stage of this RFP will be to evaluate selected responder's proposal for the work. Responders will be evaluated using Cost, Schedule and Design criteria.

B. STAGE ONE - Statement of Qualifications (SOQ)

1. Using the selection criteria explained below, the selection committee will evaluate the contractor and design teams to identify those responders that are qualified for this project.
2. Scoring Criteria and Requirements-Stage One Statement of Qualifications (SOQ). Each responder will be evaluated using the following criteria:
 - a. Responders who score higher than 420 points (100 points possible per evaluator) by the selection committee will be invited to make a Project Presentation in Stage Two.
 - b. Construction Firm's Ability and Experience (20 Points):
 - (1) Provide information on 3 to 5 similar projects with total construction amounts over \$3,000,000.00 and construction period of approximately 9 months. On each of these projects indicate construction start date, original contract completion date, actual completion date and the amount of the contract. If the original completion date and the actual completion date are different, indicate the reason for the variance. Indicate if any of the projects had claims that involved the owner or the architect. List a point of contact and a telephone number/email address for the owner and the architect for each project listed.
 - c. Ability of Key Personnel to Manage Projects (20 Points):
 - (1) Note: Personnel listed in these criteria must be available for assignments to this project and must be committed for the entire project. Changes, substitutions or erroneous information regarding the key personnel listed here will result in the bidder being considered non-responsive and will result in the bidder being disqualified from bidding the project. For each project listed for Key Personnel include construction start date, original contract completion date, actual completion date and the amount of the contract. If the original completion date and actual completion date are different, indicate the reason for the variance. Indicate if any of the projects had claims that involved the owner or the architect. List a point of contact and a telephone/email address for the owner and the architect for each project listed.

- (a) List the Superintendent that will be used on this project with a summary of his/her experience and length of time with your firm/company. Provide information on 3-5 projects similar to the Snow College housing project that the Superintendent managed.
 - (b) List the Architect and related Engineers that will be used on this project with a summary of their experience and previous work with listed contractor. Provide information 3-5 projects similar to the Snow College housing project that the Design team has been involved with.
- d. Ability to Complete the Project per the Schedule (15 Points):
 - (1) Provide information on the projects listed above for the superintendent that demonstrated the ability of the intended superintendent to manage a project per the schedule and deliver the project on time. Indicate innovative ideas that helped facilitate the projects delivery. Projects that are of similar scope and time frames are of particular interest.
- e. Strategy for Project Delivery (15 Points):
 - (1) Given the information presented in this proposal, describe the strategy of delivery indicating how the project can be completed on time with such factors as a rural site, a 9 month construction time frame and working on a campus that must remain in operation during construction.
- f. Financial Strength/Safety Record (30 Points):
 - (1) Provide the following confidential information submitted in accord with Utah Code 63G-2-309 to demonstrate financial strength and ability to perform under the contract. Only one copy of this portion of the submittal is required and it shall be submitted in a separate, sealed envelope that is marked "Financial Information-Confidential" with a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality.
 - (2) Financial Strength of General Contractor:
 - (a) A statement of the remaining unassigned license bid limit of the General Contractor.
 - (b) A letter from the General Contractor's surety indicating:
 - i) The General Contractor's bonding capacity;
 - ii) The willingness of the surety to provide 100% payment and performance bonds for the project.
 - iii) The General Contractor's claim history for the past five years.

- (3) The following information shall be provided for the General Contractor.
 - (a) A complete copy of the most recent audited financial statement including the auditor's report and footnotes. In addition, if the most recent audited financial statement is for a period ending more than fifteen months prior to the submission date, provide a copy of the most recent unaudited financial statement.
 - (b) A letter from the insurance carrier indicating the history of any claims paid against builder's risk, liability and worker's compensation insurance for the past five years.
- (4) Provide a safety record letter from your insurance company indicating your 1000 NCCI Mod. Rate.

C. STAGE TWO - Project Proposal

1. Those responders who scored higher than 420 points in the Stage One evaluation will be invited to make a project presentation to the selection committee. They will be notified by e-mail with the time and date of their presentation time.
 - a. Presentations will be dynamic and interactive.
 - b. They will be scheduled for **Wednesday Nov ?? and if needed Nov ??, 2018.** Please make appropriate scheduling in your calendar. We will let the vendors know which date and time they have been scheduled for on or before **Monday, Oct ??, 2018.**
 - c. The presentation/interview will consist of a 30-minute presentation by the responder on how it will organize, design and approach this project. This will be followed by an upto 30-minute question and answer period related to the evaluation criteria. The selection committee will then finalize the scoring of the submittals using the selection criteria for Stage Two of this RFP. The bidder with the highest score will be awarded the project.
 - d. Please provide 7 copies of drawing/renderings and written material for evaluation of this stage of the RFP.
2. Scoring Criteria and Requirements- Stage Two Project Proposal
 - a. In Stage Two there are 100 points possible per evaluator, the responder with the highest score will be awarded the contract to complete the project upon successful negotiation of a final contract. Dependent on the outcome of phase 1, the subsequent phases may be awarded without rebidding the project.
 - b. Project Design (25 Points):

- (1) Using the program criteria and site information listed in this RFP, each responder will prepare a design presentation that will consist of the following schematic design documents:
 - (a) Floor plans indicating the location of all major program elements.
 - (b) Site plans that indicate walkways, parking, landscape and building foot prints (sprinklers, cameras, ADA entrances, elevators, stairs, designated parking spots, etc.) Site plan should indicate future phases of construction.
 - (c) Exterior elevation of each side of the building.
 - (d) A rendered exterior of the proposed project, rendering should include materials and colors proposed for the housing project. (Window sizes, balconies, etc.)
 - (e) Two Building sections.
 - (f) Outline Specification.
 - (g) A detailed list of furniture and appliances provided for each apartment and building. Include manufacturer cut sheets of each item.

c. Project Delivery Proposal (15 Points):

- (1) Detailed CPM (construction project management) schedule of all major activities for the project, including design timeline.
- (2) Written statement of project approach and significant dates within the project. List long lead items and management approach for controlling quality, time and costs.

d. Project Financial Proposal (25 points):

- (1) List the financial method that will be used for this project. Give detailed information regarding the lending structure, institution and requirements that must be met by both the bidder and Snow College. A full disclosure of all agreements and costs must be given. If necessary provide information regarding a proposed rental rate if different from that in Appendix D.
- (2) Proposal should include contract language, process for recovery in case of default, protections and special requirements for Snow College.
- (3) Proposal must include all costs for design, construction and management of the student housing project at Snow College Richfield.
- (4) Proposed cost for rent per semester per student.
- (5) The offerors shall submit an estimated schedule of apartment and/or room, and per person rental rates for the project that the proposer will need to make the project viable, including a description of how the room/person rental rates will be adjusted for the life of the lease.
 - (a) Submit an estimated schedule of apartment and/or room, and per person rental rates for the project within the stipulations given in this RFP.
- (6) Provide a breakdown of the all costs for the entire project in areas such as, but not limited to:

- (a) design
- (b) construction
- (c) management
- (d) HVAC
- (e) furnishing
- (f) electrical
- (g) plumbing
- (h) parking
- (i) landscaping
- (j) etc.

(7) Provide a detailed schedule and description, of the lease payment agreement that will be required of the College for the contracted time period.

e. Student Housing Management Plan (35 points):

- (1) Written management plan to provide management and maintenance of the student housing facility over the length of contract. This plan should provide details of how the bidder plans to manage and maintain the facilities and the management staff that will be provided.
- (2) Include your understanding of the suggested management style on page 9 under Project Management.

f. Regents and Trustee Approval (Not Scored)

- (1) If a proposal is selected by the search committee, the final approval must be made by the Board of Trustees, Board of Regents and Building Board. This approval or declination will be issued to the RFP responder in an issued notice via the Procurement Office.

VI. PROPOSAL EVALUATION

A. Evaluation Process

- 1. All proposals, in response to this RFP, will be evaluated in a manner consistent with the Utah Procurement Code and all applicable rules and policies. In the initial phase of the evaluation process, an evaluation committee will review all proposals received in a timely manner. The proposals will be opened so as to avoid disclosure of the contents to competing firms. All proposals will be held in strict confidence by those appointed to evaluate the proposals until the contract has been awarded. A register of the proposals will be made available after the contract award.

The following procedures will be followed in the evaluation process:

- a. Non-responsive proposals (those not conforming to the RFP requirements) will be eliminated first.

- b. The remaining proposals will be carefully evaluated to eliminate those proposals which, in the judgment of the committee, fail to offer sufficient and substantive provisions to warrant further consideration.
 - c. At the conclusion of this initial evaluation phase, finalist vendor proposals will be selected for detailed review and evaluation and vendors may then be selected for presentations/demos if needed or specified.
2. The College reserves the right, as provided by Utah State law, to negotiate with the finalists and to call for best and final offers if needed. The award of the contract will be made based on the evaluation and recommendations of the committee after the study of the offers and demonstrations.
 3. The contract will be awarded on the basis of a determination as to which offer will provide the optimum value to the College.

B. Evaluation Criteria

1. Proposals will be evaluated in accordance with the following criteria:

a	Stage One -	100 points
b	Stage Two -	100 points
	(Per evaluator / Per Stage) Total Points	100 points Per Stage

VII. CONTACT INFORMATION

- A. Please sign and complete the following information:

Signature of Provider	
Name of Provider	
Submission Date	
Company Name	
Company Address	
Contact E-mail Address	
Contact Phone Number	

APPENDIX - A

Master Plan Layout, DFCM Student Housing Requirements, Utilities Layouts

1. Master Plan Layout - Richfield Campus

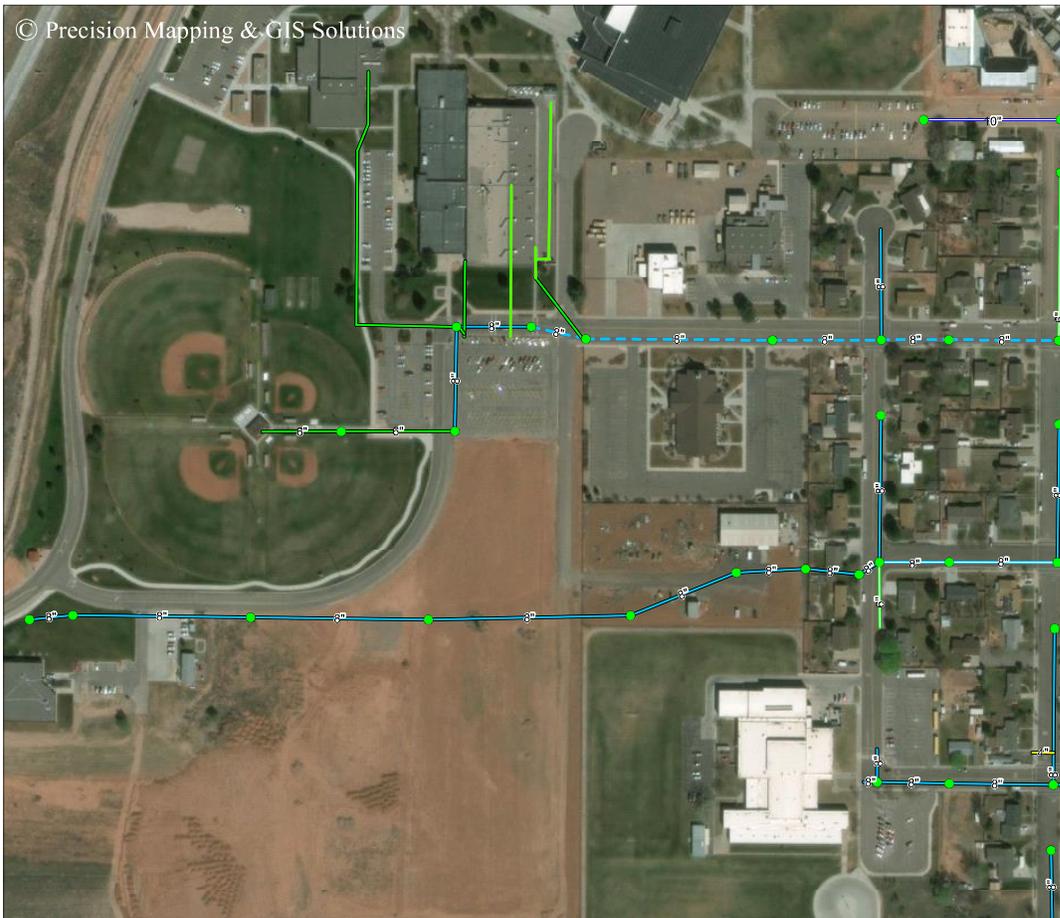


Approved Site Location

2. DFCM - Student Housing Design Requirements (Project must meet or exceed these standards).
 - a. <https://dfcm.utah.gov/wp-content/uploads/8-21-2017-Student-Housing-Design.pdf>
 - b. PDF document is attached to the RFP

Utility Lines





PRECISION
Mapping & GIS Solutions

435.592.5139
NAD 1983,
State Plane (Feet)
Date: 3/9/2018



**Sewer Utilities
Near Snow College**

No warranty is made for data usage purposes other than those intended by Western Rock Products. Maps are created as part of a GIS that compiles records, information, and data from various sources. Western Rock Products shall not be liable for any errors or omissions herein.

Bigger Campus Map



APPENDIX - C

Student Survey Information



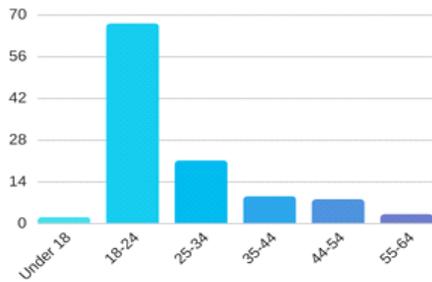
Housing Survey

CURRENT STUDENT'S RESPONSES

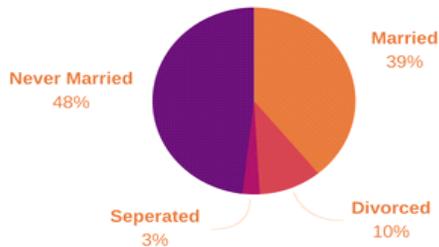
Gender



Age



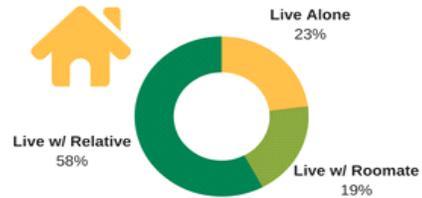
Marital Status



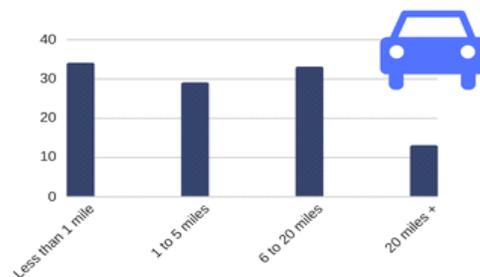
SURVEY INFORMATION

The survey was conducted March - May 2018. A total of 154 responses were received, 114 from current students of the Richfield Campus and 40 responses were from prospective students with intentions of attending the Richfield Campus. Percentages presented have been rounded to the nearest whole number. The survey information is presented in three sections: Current Student's Responses, Prospective Student's Responses, and Responses from both groups.

Current Living Situation



Current Commute to Campus



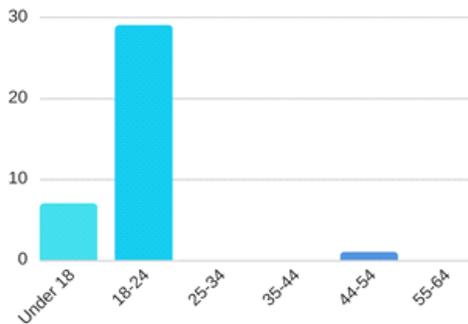
Housing Survey Continued

PROSPECTIVE STUDENT'S RESPONSES

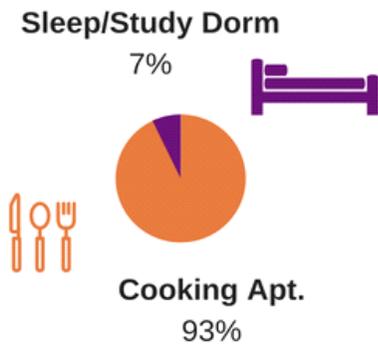
Gender



Age



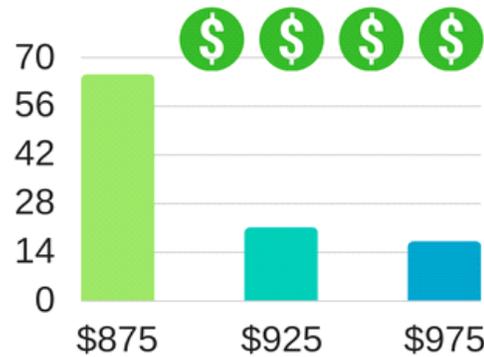
Housing Style Preference



RESPONSES FROM BOTH GROUPS OF STUDENTS

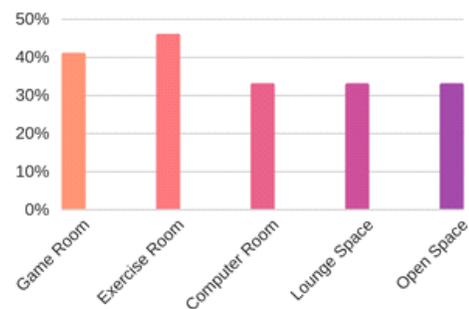
Cost

What would students be willing to pay for campus housing? This includes monthly rent, utilities, and amenities such as laundry.



Amenities

Approximately 1/3 of the students surveyed did not like having a computer room, lounge space, or open space in a new building. Greater preferences (combining indifference with like) were for a game room (41%), and an exercise room 46%.



APPENDIX - D

Snow College Ephraim Campus Prices

Affordable Room Rates

Snow College provides some of the most affordable student housing in the state. There are plenty of options available, but our facilities fill up quickly so apply soon to select your desired room choice.

Application Fee:	\$50	(non-refundable)
Reservation Fee:	\$200	(refundable, as per the contract)
Residence Hall Association Fee:	\$5	(non-refundable programming fee)

NOTE: Discounts, Financial Aid and/or scholarships do NOT apply to the application/reservation fees.

Fall Only Contracts Available

An additional \$150 charge is assessed for a Fall only contract.

Reservation Fee

The Reservation Fee is refunded to a student's account on the following refund schedule.

Fall Only Contracts: Fourth week of the Fall Semester

Academic Year and Spring Only Contracts: Fourth week of the Spring Semester

Summer Contracts: Fourth week of the Summer Semester

Suites at Academy Square

Contract type	Semester Rate
Double bedroom (8 person suite)	\$999
Double bedroom (6 person suite)	\$1,149
Single bedroom (8 person suite)	\$1,299
Private room (double as private) on as an ADA Accommodation	\$1,549

- Double as private rooms in 8 person suites only available for approved ADA Accommodations
- \$795 Badger Buck Card required for all contracts in Suites

Castilleja & Mary Nielson-Cooking Apartments

Contract type	Semester Rate
Double bedroom 5 person apartment	\$949
Single bedroom 5 person apartment	\$1,199

- A \$200 Badger Buck Card is required for all cooking apartments

Anderson Hall-Traditional Style

Contract Type	Semester Rate
Double bedroom-Traditional Style	\$899
Private bedroom-Traditional Style	\$999

- \$795 Badger Buck Card required for all non-cooking rooms

Snow Hall-Fine Arts Living Learning Community

Contract type	Semester Rate
Double bedroom-Traditional Style	\$899
Single bedroom-Traditional Style	\$999

Double bedroom 5 person apartment	\$949
Single bedroom 5 person apartment	\$1,199

- This opportunity is only open to students receiving specific scholarships from the [Fine Arts Division](#), or plans to be in the Fine Arts Division program(s).
- *Traditional Style rooms require a \$795 Badger Buck Card and Apartments require a \$200 Badger Buck Card*

Nuttall Hall-Athletics Living Learning Community

Contract type	Semester Rate
Private Sleep Study	\$725
Private Cooking Apartment	\$1,125

- If you are an [NJCAA athlete at Snow College](#), please contact your coach to see if you are eligible for this opportunity.
- *\$200 Badger Buck Card required for all rooms in Nuttall Hall*

Family Housing

Building	Semester Rate	Summer Rate
Greenwood Hall	\$1,599	\$1,299
The Cottages	\$1,699	\$1,399

- *No Badger Buck Card required*

- See more at: <https://www.snow.edu/offices/housing/cost.html#sthash.HRUz7udg.dpuf>