

# Southern Utah University



## Request for Proposals (RFP)

Project: Auxiliary Student Housing

Date of Release January 6th, 2012

RFP # ASH-12-237

Due January 23rd, 4:00 p.m. MST

### 1) Introduction:

Southern Utah University is accepting proposals from qualified sources to locate a local hotel or apartment complex which can provide housing to University students for the academic year 2012/2013 and potentially 2013/2014. **Sealed proposals** are to be received in the Southern Utah University Purchasing Office, attn. Pete Heilgeist, 351 W. University Blvd., Cedar City, Utah, 84720, no later than 4:00 pm, January 23rd, 2012, and at which time a representative of the Purchasing Office will announce publicly the names of the firms submitting proposals. No other public disclosure will be made until after award of the contract.

All inquiries for information, unless otherwise specified, regarding this proposal shall be directed to:

Pete Heilgeist  
Purchasing Director  
Southern Utah University  
351 W. University Blvd.  
Cedar City, Utah 84720  
435-586-7732

Technical Contact  
Jerry Roeder  
Asst. Vice President, Auxiliary Enterprises  
Southern Utah University  
Cedar City, Utah, 84720  
gerardroeder@suu.edu  
435-586-7766

**INTENT** - The intent of this RFP is to locate a single hotel or apartment complex within walking distance of the campus (less than a half mile to the center of campus) where students may be housed in a fashion similar to a University Housing experience. This would include access to common meeting spaces and parking - please see the Scope of Work for more details.

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. Proposers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

2) **Instructions to Proposers:**

- 2.1 Proposals must be addressed and delivered to the Purchasing Office, Southern Utah University, 351 W. University Blvd, Cedar City, Utah, 84720, on or before January 23rd, 2012 4:00 pm. Proposals must be in a sealed envelope marked:
- a. Name of Proposer
  - b. Title of Proposer
  - c. RFP Number
  - d. Date and Time Proposal is Due.
- 2.2 Proposals must be submitted in three (3) copies (unless otherwise specified within this RFP)
- 2.3 Proposers may withdraw proposals at any time prior to the time and date set for the opening.
- 2.4 No department or office at the University has the authority to solicit official proposals other than the Purchasing Office. All solicitation is performed under direct supervision of the Purchasing Director and in complete accordance with University Policy and Procedures.
- 2.5 The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. The University will not disclose any information derived from proposals submitted or from discussions with other proposers until after an award of this request has been made.
- 2.6 Proposers submitting proposals which meet the selection criteria and which are deemed to be advantageous to the University may be requested to give an oral presentation to a selection committee.
- 2.7 Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in this solicitation. Pricing, although a consideration, shall not be the sole determining factor.
- 2.8 Any information considered to be proprietary by the proposer shall be placed in a separate envelope and marked "Proprietary Information". To the extent the Purchasing Director concurs, this information will not be considered public information. The Purchasing Director is the final authority as to the extent of material which is considered confidential. Pricing information cannot be considered confidential. This RFP project and subsequent agreement, shall comply with the State of Utah GRAMA statutes.
- 2.9 Proposals must be submitted in the format shown in Paragraph 7. Proposals in any other form will be considered informal and may be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.

- 2.10 The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or to withhold the award and to waive or decline any irregularities in any proposal when it determines that it is in the best interest to do so. The University also reserves the right to accept a proposal not withdrawn before the scheduled proposal opening date.
- 2.11 If applicable, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer but is only enumerated in order to advise potential proposers of the requirements of the University. Any offer which proposes like quality, design or performance will be considered.
- 2.12 Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
- 2.13 All requests for clarification or interpretation, or to notify the University of errors or omissions relating to this RFP must be directed, in writing, to the contact person listed in Paragraph 1.

### 3) **Scope of Work:**

The following information is provided to assist proposers with an understanding of the desires of the University with its intent and vision of the services it expects to provide to the students as it relates to their housing needs. Proposals must address each of these points for consideration.

1. Dates needed: available August 6<sup>th</sup>, 2012 - May 6<sup>th</sup>, 2013
2. Close proximity to campus (walking distance less than a half mile to campus)
3. Rates comparable to prevailing off-campus student housing rates
4. Minimum of 50 bed spaces (with interest for more) in well-maintained and furnished double or single occupancy rooms, co-located together to promote unity and community development amongst residents. Furnishings should include:
  - a. Bed(s); desk, chair, dresser and closet space for each resident
  - b. Shared or private bathroom facilities including sink/vanity, toilet and shower with no more than four residents to a bathroom.
  - c. Cable and wireless internet, at no additional charge.
  - d. Rooms without kitchen facilities are preferred.
5. Complimentary bed for every 30 beds to place a University Resident Assistant (RA)
6. A staff apartment and office space (to oversee RAs and residents)
7. Air conditioned space preferred
8. Interior corridors with access control to prevent general public access to interior space
9. Common meeting space or lounge space

10. Laundry machines available on site
11. Free well-lighted parking
12. Weekly trash/dumpster service
13. With or without maintenance and pest control provided by property owner
14. With or without housekeeping service in the common areas outside of rooms/apartments (laundry rooms, lounges, meeting spaces, hallways, stairwells, landings, entryways etc.)
15. With or without parking lot maintenance including snow removal

4) **Proposer Qualifications:**

A qualified Respondent will be considered “qualified” if they are in the business of providing housing or lodging opportunities to groups of individuals in the Cedar area. Accommodations, as specified with the Scope of Work, must be within one half mile of the campus. Locations outside that distance will not be qualified for consideration.

Proposals must include insurance coverage information.

5) **Proposal Evaluation:**

Award of this project shall be made as per the following criteria;

- Nature of the accommodations; size of building, number of rooms available, types of rooms, administration of rooms, etc...
- Location of the accommodations (proximity to campus)
- Adherence to the requirements of the Scope of Work
- Parking
- Cost

6) **Consideration of Proposals:**

The University may award a contract based on the initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The University reserves the right to reject any or all proposals received.

Selection of the firm will be made solely on the evaluation of the entire proposal. The quality and commitment of the firm to the University and their proposal may and will exceed cost with regards

to importance in the final analysis. The final selection will be determined as to those firms and proposals which best meet the needs of the University and its employees.

**7) Form of the Proposal:**

The proposal will include the following information, unless otherwise directed, in the order specified. If the proposer fails to provide the following information, with the exception of the mandatory proposal certification, the university may, at its sole option, request the proposer to provide the missing or to evaluate the proposal without the missing information.

7.1 Mandatory proposal certification – see page 9.

7.2 *Letter of Transmittal:* The letter of transmittal should include an introduction of the proposer's company, the name, address and telephone number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP and an expression of the proposers ability and desire to meet the requirements of this RFP.

7.3 *Executive Summary:* An executive summary briefly describes the proposers approach to the proposal and clearly indicates any options or alternatives. It should also indicate any major requirements that cannot be met by the proposer. This summary should also highlight the major features of the proposal and identify any supporting information deemed pertinent.

7.4 A description of special resources, skills or services the proposer possesses and which are not addressed as part of this RFP that would be available as part of an agreement with the successful proposer.

7.5 *Cost Breakdown:* Proposals should provide any contract requirements, billing procedures, billing schedules, etc.

7.6 Additional information and attachments, if any.

**8) Proprietary Information:**

Proposers are requested to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of proposals. Pricing and service elements of the successful proposal will not be considered proprietary. All materials become the property of the Southern Utah University Purchasing Office and may be returned only at the University's option. Proposals submitted may be reviewed and evaluated by any person at the discretion of the University.

9) **Additional Terms and Conditions:**

- 9.1. **Governing Law:** The provisions of this RFP and resulting contract shall be governed by the laws of the State of Utah.
- 9.2. **Laws and Regulations:** Any and all supplies, services, and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 9.3. **Conflict of Interest:** Contractor represents that none of its officers or employees are officers or employees of Southern Utah University, unless disclosure has been made in accordance with University policy and Utah code (see Certification).
- 9.4. **Independent Contractor:** The Contractor, if applicable, shall be an independent contractor, and such as, shall have no authorization, express or implied, to bind Southern Utah University to any agreements, settlements, liability, or understanding, and agrees not to perform any acts as agent for Southern Utah University, except as expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Southern Utah University. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from Southern Utah University for these contracted services.
- 9.5. **Indemnification:** To the fullest extent permitted by law, Seller shall indemnify and hold harmless SUU from and against every kind and character claims, damages, losses, and expenses, including but not limited to reasonable attorney's fee's, to the extent caused by any neglect or wrongful act, error, or omission by Seller.
- 9.6. **Separability Clause:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless provisions are mutually dependent.
- 9.7. **Modifications:** This RFP may be amended, modified, or supplemented only by written amendment to the RFP, and attached to the original signed copy of the contract.
- 9.8. **Debarment:** The Proposer certifies that either it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any Utah government department or agency (see Certification)
- 9.9. **Termination:** Unless otherwise stated, the resulting agreement may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice being given to the other party. The other party will be given ten (10) days after notification

to address and correct any violations or concerns, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon ninety (90) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

- 9.10 Sales Tax Exemption: Southern Utah University is exempt from any sales and use tax. The tangible personal property or services being purchased are being paid from State of Utah funds and used in the exercise of this entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of Southern Utah University, unless otherwise stated in the contract.
- 9.11 Claims and Disputes: Any and all claims by or disputes between the parties arising out of or related to this contract, the parties' performance hereunder, or the parties' relationship as created by this contract, shall be processed in accordance as per the following. The party seeking relief shall serve a written Notice of Claim upon the other party as herein required within thirty (30) days of the date that the claimant is aware of, or should have been aware of, such claim. The Notice of Claim shall set forth in reasonable detail the nature of and basis for the claim and the nature and amount, if applicable, of the damages or other relief sought. The party receiving a Notice of Claim shall, within thirty (30) days of receipt of said Notice, serve upon the other party acceptance, denial, or a written Notice of Counterclaim, if any, setting forth in reasonable detail the nature of and basis for the claim and the nature and amount, if applicable, of the damages or other relief sought. In the event a Notice of Counterclaim is presented, the party receiving shall respond within thirty (30) days supplying such pertinent information as detailed above. If a remedy cannot be mutually agreeable, further mediation may be requested from either party.
- 9.12 Proprietary Information: In association with Paragraph 8, when proprietary information is disclosed by one party to the other in writing and is clearly marked as proprietary, the receiving party agrees that such information shall be maintained in confidence for a period of two (2) years from the execution date of the resulting contract. The parties shall not be held liable for disclosures made inadvertently or by mistake, providing the parties exercise the same standard of care to protect the information received as they protect their own proprietary information. All proprietary information and all copies thereof shall be returned to the disclosing party upon written request, except that a record copy may be retained by the receiving party to document its obligations under this contract. Provisions of the State of Utah GRAMA code regarding proprietary information and public information, in certain circumstances, shall supersede certain SUU/Seller rights as stated within this contract. Either party shall notify the other party in writing of any GRAMA request.

**Mandatory Proposal Certification – please print and complete this page and include in proposal.**

\_\_\_\_\_  
(date)

Purchasing Department  
Southern Utah University  
Cedar City, Utah 84720

The undersigned certifies that to the best of his/her knowledge: (check one)

- ( ) There is no officer or employee of Southern Utah University who has, or whose relative has, a substantial interest in any contract award subsequent to this RFP.
- ( ) The names of any and all public officers or employees of Southern Utah University who have, or whose relative has, a substantial interest in any contract award subsequent to this RFP are identified by name as part of this submittal.

The undersigned further certifies that their company (check one) \_\_\_ IS or \_\_\_ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change to this status, should one occur until such time as an award has been made.

In compliance with the RFP # \_\_\_\_\_ for \_\_\_\_\_ and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods / services in accordance with the specifications / scope of work as detailed in SECTION IV.

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(phone number)

\_\_\_\_\_  
(fax number)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(fed I.D. number)

\_\_\_\_\_  
(officer)

\_\_\_\_\_  
(title)