

July 11, 2018

MEMORANDUM

TO: State Board of Regents

FROM: David L. Buhler

SUBJECT: Snow College – Non-Traditional Arrangement for Student Housing in Richfield

Issue

Regent policy R712, *Non-Traditional Arrangements for Development of Facilities on Campuses* requires the Regents to approve development projects by outside entities on institutional land. Snow College requests authorization to issue an RFP for a private developer to construct and maintain student housing on institutional land on the Richfield campus.

Background

Snow College would like to provide housing options for students attending the Richfield campus. Few options currently exist for Richfield students and a recent survey indicates a demand for housing options in Richfield. Rather than incurring debt to construct housing facilities, the College requests authorization to enter into a public-private partnership with a developer to construct and maintain housing facilities on institutional land on the Richfield campus.

The College proposes to have a private developer construct and maintain approximately 100 housing units and 150 parking stalls in the first phase of a student housing development on the Richfield campus with the potential future construction of two additional phases. The construction and design would be required to conform to all local, state, and federal standards and meet minimum energy efficiency criteria. The College would lease the land to the developer for a de minimis amount and provide lease payments from student housing collections to the winning bid not to exceed forty years. The facility would become property of the institution at the end of the contract period.

As required by Regent policy R712, *Non-Traditional Arrangements for Development of Facilities on Campuses*, the College has worked with the Attorney General's Office (AG) to develop a Request for Proposal (RFP) and will continue to work with the AG to ensure proposals meet statutory requirements. The University's Board of Trustees approved this project in the June 22, 2018 meeting. Additional information about the project is provided in the attached letter from the University and excerpts from the proposed Request for Proposal. Representatives from Snow College will be present at the meeting to provide additional information and respond to questions from the Board.

Commissioner's Recommendation

The Commissioner recommends the Board authorize Snow College to issue an RFP and enter into a contract with a selected private developer contingent on continued communication and review by the Attorney General's Office.

David L. Buhler
Commissioner of Higher Education

DLB/KLH/RPA
Attachments



OFFICE OF FINANCE AND ADMINISTRATIVE SERVICES

Commissioner David L. Buhler
Board of Regents Building, Two Gateway
60 South 400 West
Salt Lake City, UT 84101-1284

Commissioner Buhler,

Snow College would like to present to the Regents a request to put out an RFP for the College to enter into a public private partnership (P3) agreement with a developer to build student housing on our Richfield campus.

The College does not currently have any College run student housing on the Richfield campus. There also is not any student housing in the Richfield community that is geared towards College students. Making student housing available is one critical component to promoting additional enrollment growth on the Richfield campus. Survey results show that a significant amount of students would prefer to attend the Richfield campus, and enroll in a program offered on that campus, if student housing were available.

The College currently is not in a position to take on additional debt to fund construction of the student housing in Richfield. Our debt leverage ratios are slightly higher than the recommended levels set by the Commissioner's Office. As such the College is seeking a third-party developer to take on the financial risk of developing the student housing in exchange for use of College owned property on which to develop the housing. We have come to find out that this type of P3 arrangement is new to Utah institutions; however, this is being done all across the country by other institutions as a creative way to fund student housing projects.

Attached is a copy of the proposed RFP.

We look forward to making the presentation to the Board of Regents.

Thank you!

Jake Dettinger
V.P. Finance & Administrative Services



SNOW COLLEGE

RFP for Student Housing

RFP #1819001

Approved by Snow College Board of Trustees
June 22, 2018

Section 1 - General Information
Section 2 - College Background and Environment
Section 3 - General Overview of Scope of Project
Section 4 - General Specifications & Requirements
Section 5 - Selection Requirements
Section 6 - Evaluation Process
Section 7 - Cost
Section 8 - Contact Information
Appendix A - Other Information
Appendix B - Soil Sampling/ALTA Testing
Appendix C – Student Survey Data

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 corridors 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

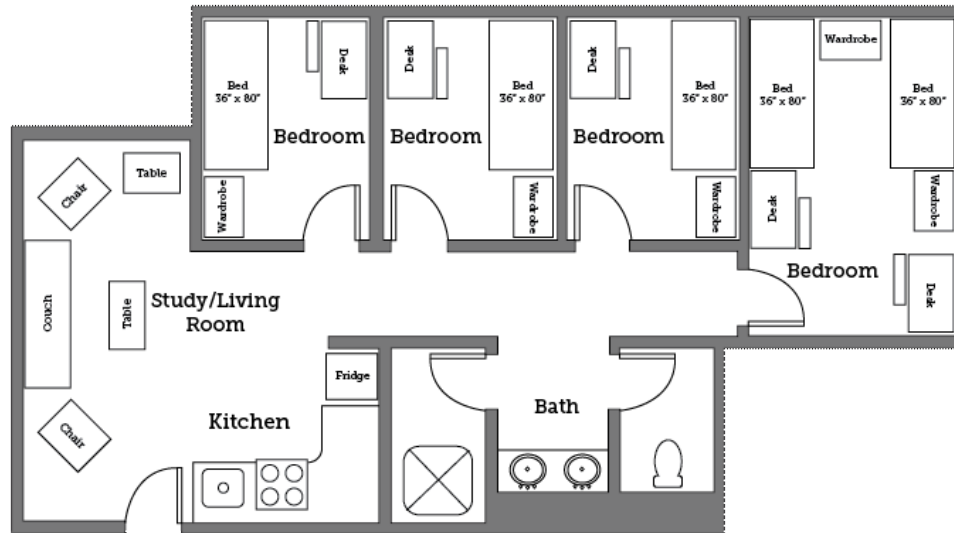
- a. The concept of the project is that the successful responder will build the building and maintain it in conjunction with Snow College. Snow College will provide a Resident Director and Resident Assistant(s) who will manage the occupants and be responsible for enforcing Snow College policies, procedures, 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 a 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.

- 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. Master Plan Layout - Richfield Campus



Approved Site Location

DFCM - Student Housing Design Requirements (Project must meet or exceed these standards).

- 2.
 - 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

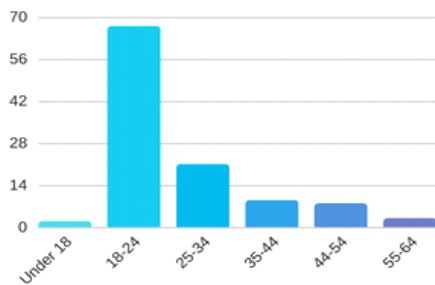
Housing Survey

CURRENT STUDENT'S RESPONSES

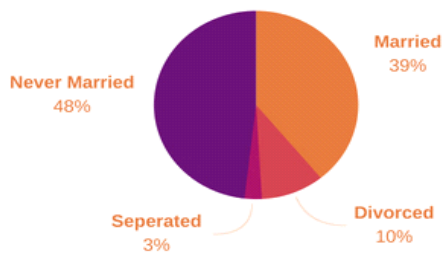
Gender



Age



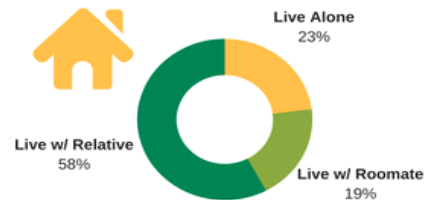
Marital Status



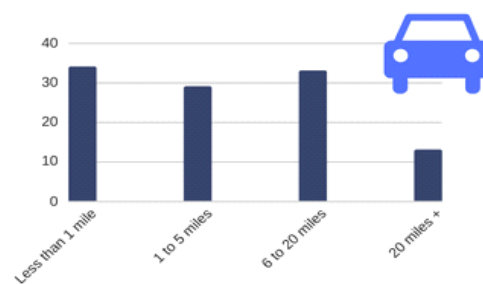
SURVEY INFORMATION

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



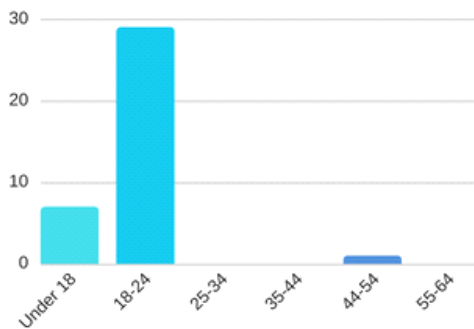
Housing Survey Continued

PROSPECTIVE STUDENT'S RESPONSES

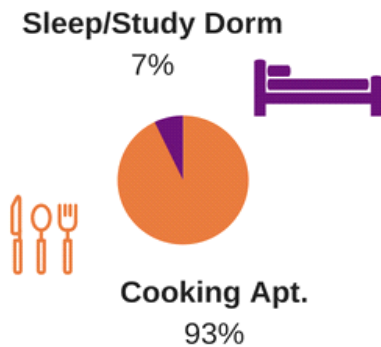
Gender



Age



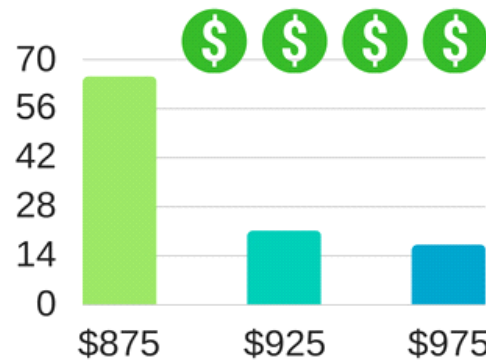
Housing Style Preference



RESPONSES FROM BOTH GROUPS OF STUDENTS

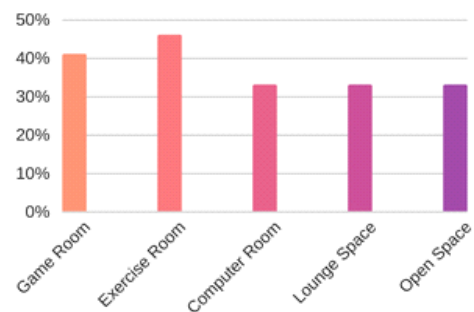
Cost

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>