

University of North Alabama

Request for Proposal

RFP2013-17

*Qualification of
Turnkey Developer for*

Student Housing Facilities

Release Date: April 11, 2013
Proposals Due by: May 15, 2013

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1.0 BACKGROUND

1.1 Overview

The University of North Alabama, (“UNA” or “University”) located in Florence, Alabama is seeking proposals from qualified development firms (the ‘Developer’ or ‘Respondent’) to provide comprehensive turnkey development services in a design/build agreement for a multi-phased project to replace existing student resident housing. The Development firms must provide a full-service development team to finance, plan, design, construct, own, manage (Residence Life Services be performed by the University), and maintain a multiphase new residence hall project that will sequentially replace existing residence halls

The term project will refer to the full scope of work defined as two phases: **Phase One** of this project would be the build of a 300-400 bed residence hall in a three to four floor design with surface parking on a 1 to 1 basis. This new hall would be built in one of the two pre-determined areas provided in Appendix 2 within this RFP packet. **Future phases** of this project would involve the replacement of older residence halls with structures that maintain existing bed space on campus and could potentially add bed space, if required, to support the University’s growth.

It is the University’s desire to partner with a qualified development team who has demonstrated the ability to successfully design, develop and manage a project of this magnitude, demonstrating the financial wherewithal, and management expertise to sustain a long-term business relationship.

1.2 Objective

The objective of this Request for Proposals and Qualifications (RFP/Q) is to select a Developer with demonstrated experience and success in (1) designing and constructing student housing, (2) providing quality residential life programming (in case it is desired at a later date), (3) providing project financing that will allow for competitive leasing rates, (4) able to begin work almost immediately supporting an aggressive schedule for occupancy.

An Advisory Committee (AC) will prequalify Respondents’ submissions and a Selection Committee (SC) will make the final selection based on the overall qualifications of the Developer. The University reserves the right to select the Developer it feels can successfully accomplish all aspects of the proposed project over the full time expectation of the project. Thus the selected provider must also have ability and willingness to agree to a long-term land lease with the University, which will own the property on which the structure will be located. The final decision and contract authority is subject to approval of the University Board of Trustees.

1.3 Existing Housing

Currently the University has 1,346 residence hall bed spaces (1,014 are located in residence halls constructed in the 1960s and are double occupancy rooms with a common bathroom on each floor and 332 located in suite style buildings constructed in 2004). The University also owns and operates student apartments on and off campus. On Campus there are 50 Bi-Level and 30 single-level 2 bedroom apartments (targeted for Phase 1 replacement). Off Campus there are 68 2-bedroom apartments.

2.0 DEVELOPMENT SERVICES

2.1 Scope of Work Overview

The University respects the experience of the various Respondents, and is open to the creative approaches that may be advanced within the proposals. With such creativity being allowed our expectation is that the Development teams will consider the following in their design options, as well as scheduling approach:

- Mixture of 2 bed bedroom suites with shared bath and 4 bedroom suites with 2 shared baths preferred.
- Apartment and office space for a live-in professional residence life staff member needed in each building.
- Front desk space for monitoring building entrance and security.
- Appropriately designed and sized study and gathering places throughout the building.
- Priority should be given to designing quality life cycle finishes and furnishings.
- The project should be of residential character rather than institutional and incorporate a building design concept that complements the College campus architecture. The University will review the schematic design submission to ensure an acceptable design and reserves the right to reject submissions not compatible with the design standards of the University and/or the appearance of the area surrounding the project site.
- The project site should be designed to ensure the safety of the occupants with site lighting provided at all walkways, building entrances, and parking areas. Landscaping shall minimize blind spots that may hinder monitoring by security personnel. The security design for the project should include NuVision card access system compatible with the University card system.
- The project should provide for long-term sustainability, education and research opportunities by leveraging energy conservation and renewable wherever possible.

The University has not developed detailed program requirements for the project. The program overview set forth in the following sections provides an outline description of the desired elements of the program, which must be balanced against the need for the project to be financially viable for the Provider. If a proposal is selected, the University will enter into an agreement with the selected Provider per the requirements of the scope of work set forth below and establish an acceptable time frame for completion of the work.

2.2 Pre-Design

As part of the Pre-Design work, the Developer shall:

- Assist the University in the development and preparation of a project program. The program will include budget and time requirements, space requirements and relationships, and outline construction specifications.
- Evaluate potential sites with regard to access, traffic, drainage, parking, building placement, utilities, and other considerations affecting the building, the environment and energy use, as well as information regarding all applicable governmental laws, regulations, and requirements. The Developer shall provide a current survey and geotechnical reports as necessary to support the preliminary design concepts, budget, and construction schedule to include demolition and removal of existing structure(s) as needed.

- Provide a preliminary schedule for the University's approval. The schedule shall show activities of the Developer and the University necessary to meet the University's completion requirements.
- Prepare for University approval an estimate of the total development cost of the Project including construction costs, furniture, fixtures, and equipment, soft costs, contingency, and financing costs which will be borne by the Developer.
- Prepare and submit for University approval schematic design documents based upon the preliminary evaluation discussed above.
- The Developer shall also submit a statement of the proposed contract price, a final schedule for the construction of the Project, a financial pro forma for the Project, and any other information necessary to complete the agreement. Preliminary design documents shall be as detailed as possible to include conceptual drawings, outline specifications, and other documents to fully describe the size, quality, and character of the facility, architectural, structural, mechanical, and electrical systems, and the materials proposed for the project.

2.3 Design/Build

As part of the Design/Build work, the Developer shall:

- Provide all services necessary to design and construct the project in accordance with Section 2.2, as modified by agreement of both parties.
- Demolish and remove existing residence facilities to accommodate new structures.
- Based on the preliminary plan, develop and submit design development and construction documents for review and approval by the University.
- Commit to build the project for an agreed upon guaranteed delivery date.
- Be responsible for obtaining all necessary regulatory and jurisdictional approvals and entitlements.
- Construct the Project in accordance with the pre-approved construction documents.
- *Commit to maximizing the participation of local suppliers, subcontractors and labor in each project.*
- Management of design/build services until facility completion.

2.4 Site Designs

The University would like to maximize the number of beds consistent with sound planning principles, zoning regulations, local neighborhood/community concerns, and the creation of a quality living environment for the students. The land will be leased by developer from the University for a Pre-negotiated Length of time and will include an option for renewal.

Site designs shall consider the following requirements:

- Evaluate potential sites with regard to access, traffic, drainage, parking, building placement, utilities, and other considerations affecting the building, the environment and energy use, as well as information regarding all applicable governmental laws, regulations, and requirements.
- Building placement to take full advantage of views and sustainable environmental opportunities
- Relation of new buildings to the scale of the neighborhood and existing University structures
- On-site or University parking adequate to meet the needs of residents and permitting requirements, and parking for housing management staff; parking areas should be

safe and secure with lighting that exceeds code. Landscaping and hardscape to promote outdoor social and recreational activities.

- Availability and capacity of utilities
- Emergency access/egress and service access

Respondents are encouraged to propose other value-added amenities and spaces appropriate to a student resident facility (outside gathering areas, study areas, recreation space, etc.).

2.5 Security

Safety is a paramount concern for the campus and this project, and it is expected that Respondents will construct a facility that puts student safety issues at the forefront. At a minimum, the Project should include the following enhancements.

- Staffed 24-hour front desk with panic button to university police.
- Card access at exterior entries and crucial doorways throughout the building
- Fire exits alarmed and electro-magnetically secured and monitored remotely
- CCTV cameras at lobby area, each elevator and all other critical areas
- Emergency power generation

3.0 SELECTION PROCESS

3.1 Overview

Selection of the successful Respondent will be based on the professional and financial qualifications of the Developer and its selected team and their experience with a range of project types. The University has chosen a “best value” selection process that will consider both qualitative and quantitative criteria. This “best value” selection process combined with “design-build by developer” delivery strategy was chosen for the following reasons:

- The University has not yet developed a definitive program or specifications for the entire project, preferring to work with an experienced development team to accomplish this task.
- The process must be able to accommodate the recommendations of an advisory committee and the final selection by the selection committee.
- The University wants the prerogative to assign the risk of planning, design, regulatory approvals, construction, and financing to a single legal entity (a/k/a, the Developer); however, the University reserves the right to not move beyond phase 1 development if the chosen Developer does not fulfill its obligations under the original contract.

To be successful, the Developer must be experienced in this type of project delivery method. In particular, the University seeks teams that have:

- Management capabilities and current experience standard to the design-build industry;
- Knowledge of the full range of real estate development activities including financing, land acquisition, entitlements, and transaction structuring;
- Solid relationships with the architect and contractor on a team as demonstrated by successful experiences on prior projects.

3.2 Advisory and Selection Committees

An Advisory Committee (“AC”) will pre-qualify all proposals received by the closing deadline. Specifically, the AC will (1) evaluate the experience of the respondents and (2) determine that the teams have met all minimum qualifications, and (3) assess the financial and organizational skill of each respondent.

The AC will be comprised of:

- One representative from the University Board of Trustees
- The University President
- The University Vice President of Business and Financial Affairs
- The University Director of Facilities
- The University Vice President of Student Affairs
- The University Director of Procurement
- Additional members as assigned by the University President

Those proposals deemed acceptable by the AC will be fully evaluated by the Selection Committee (“SC”). The SC will be comprised of the AC and additional members from Student Affairs, Residence Life, University Facilities, or other departments as assigned.

In making the final selection, the SC will consider:

- Qualifications of the Developer’s team, including its record for arranging financing for other projects and the experience of specific team members
- Financing experience, financial strength, and funding concepts
- Level of experience and success from prior projects similar to the project proposed within this RFP.
- Qualifications of all professional personnel involved with project

Minimum requirements and the selection criteria are more fully described in Sections 3.5 Minimum Qualification and 3.6 Evaluation of Proposals.

3.3 Schedule

The University desires to adhere to the following schedule in the selection process through project completion. The University, at its sole discretion, may extend all deadlines and timelines:

RFP distribution:	April 11, 2013
On site meeting:	April 18, 2013 at 9AM CDT.
Deadline for submission of questions:	April 26, 2013 by 2PM CDT
Deadline for submission of proposals:	May 15, 2013 by 2PM CDT

Oral presentations for those shortlisted by the AC:	Late May
Notification of successful Respondent:	Early June
Contract negotiations and award:	Mid to Late June
Design-Build:	as negotiated
Project Commissioning:	August 1, 2013

The University will review all proposals for student occupancy between August 1, 2014 and August 15, 2015, if Respondent’s business, construction and programming plans are otherwise acceptable. Proposals for initial occupancy beyond August 15, 2015 or later need not be submitted.

This schedule is subject to modification at the sole and absolute discretion of the University.

3.4 Process Requirements

A non-mandatory on-site meeting will be held on April 18, 2013 at 9:00 AM CDT. *While not mandatory, it is strongly suggested that interested parties / potential respondents attend this meeting.* The purpose is to orient potential respondents to the campus and community, tour existing facilities and potential sites for construction. The conference will begin in the University Guillot Center, Room 200 and site tours will begin after a brief meeting.

3.4.1 Inquires

Inquiries concerning this RFP must be received in writing with the original signed in ink by a representative of the Respondent, prior to the date specified in Section 3.3. An inquiry received by email or complete, legible facsimile of the original by the deadline will be deemed timely if a complying original is promptly received.

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

University Director of Facilities: Michael Gautney (256)765-4354
1660 Tune Ave
Florence, AL 35630

In the event of a violation of this provision, the University reserves the right to reject the proposal of the offending Respondent. Only questions that are in writing will be accepted. In addition, only responses issued in writing will be binding on the University.

3.4.2 Written Addenda

Response to inquiries will be made in writing and provided to all Respondents via email. The University may decline to answer any Respondent's inquiries. The University may modify this RFP, prior to the date fixed for submission of the proposals, by issuance of an addendum or addenda to all parties who have received a copy of the RFP.

3.4.3 Format of Proposals

Proposals must be submitted in the format outlined in Section 4 of this RFP, with each of the described divisions completed in full. Each proposal will be reviewed to determine if it is complete prior to actual evaluation and the AC reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

A proposal may be considered non-responsive if it includes extraneous information not specifically requested in this RFP. The clarity and conciseness of responses will be valued over sheer volume.

Each division and exhibit described below must be indexed, tabbed, and presented on a separately numbered page. If a Respondent fails to provide all categories of information required in this RFP, the Respondent may be disqualified from further award consideration. However, the University reserves the right in its sole discretion to waive minor irregularities.

3.4.4 Submission of Proposals

One (1) original and six (6) copies of all proposals must be received no later than the due date and time set forth in Section 3.3 of this RFP unless amended pursuant to Section 3.4.3. The deadline for submission of RFPs may be extended if, in the sole judgment of the University, such extension is warranted.

One (1) original and six (6) copies of the proposal will be sent to;

Director of Procurement
Bibb Graves Room 21
UNA BOX 5025
One Harrison Plaza
Florence, AL 35632

The entire proposal must be in a sealed package. The name and address of the Respondent will appear on the outside of the package and the package will refer to “Housing Development RFP”. All addenda to the RFP must be signed and returned with the proposal. Each Respondent is solely responsible for the timely delivery of its proposal by the deadline for submission. The University will not be responsible for lack of timely delivery of a proposal regardless of reason. Failure to meet the deadline for submission of a proposal will result in rejection of the proposal.

3.4.5 Oral Presentations

An oral presentation may be required of select Respondents submitting qualified proposals. The purposes of the oral presentations are as follows:

- To allow the University to meet the Respondent’s key personnel and seek clarifications
- To allow the Respondent to discuss selected aspects of its proposal

At the time the oral presentations are scheduled, the University Director of Procurement will confirm by telephone and in writing with each Respondent the specifics of these sessions.

3.4.6 Final Ranking and Selection

The University may negotiate with all Respondent finalists before selecting an apparent successful Respondent. The selection of an apparent successful Respondent does not necessarily mean the University accepts all aspects of the Respondent’s Proposal.

After the initial selection of an apparent successful Respondent, should the University fail to reach an agreement as to all points of the agreement, the University may reject the Proposal, consider other Proposals, or undertake such other actions as deemed to be in the best interest of the University.

3.5 Minimum Qualifications

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

Developer: The developer shall have successfully financed and completed a range of projects for student housing and mixed use, including housing, of at least 150 beds.

Architect: The architect shall be licensed to do business in the State of Alabama and have designed a range of student housing and mixed use projects.

Contractor: The contractor shall be licensed to do business in the State of Alabama and have constructed a range of projects including student housing.

3.6 Evaluation of Proposals

The AC will perform a qualification screening of the Proposals submitted by the deadline set forth in Section 3.3 to determine compliance with the administrative requirements set forth in Section 5 and the minimum qualifications set forth in Section 3.5. Proposals that do not meet these requirements may be removed from further consideration.

Following the initial screening, the AC will review the conforming proposals to determine which are recommended for final consideration by the SC and those that should be removed from further consideration. Proposals deemed acceptable will be forwarded to the SC for a complete review. Upon completion of its review, the SC will determine which Respondents to invite to make oral presentation of their proposals.

3.6.1 Approach to Projects

The Respondent's approach will be evaluated based on the following criteria:

Design and Construction:

- Previous development and delivery of “turn-key” student residential facilities.
- Proven ability to arrange financing; experience in successfully financing previous projects.
- Proven ability to manage architects/professional-services firms in designing student residence life facilities.
- Ability to organize functional teams and use a coordinated approach to the scope of work for facility design and construction working with institutions of higher education, local and/or state government in the development, review and approval of the concept design and associated construction documents.
- Ability to adhere to project schedules for the design and construction phases.
- Commitment and ability to include local suppliers, subcontractors, and labor when appropriate and financially viable.

Programming and Operations Management:

- Proposed methods for maximizing and sustaining the value of the project to both the University and the Respondent, by balancing the needs of students (e.g., affordability, amenities, privacy, student success programs) with the financial viability of the project (e.g., cost and quality of construction, ongoing programming expenses, variable utilities expenses, etc.) understanding modern residence life concepts and theories and ability to apply them from the project outset.
- Capability of operations management of student residence facilities (e.g. maintenance, security, emergency response, etc.).

Financial incentives:

Proposal should include a revenue sharing plan payable to the University under the lease and/or operating agreement as well as outlining the most favorable legal structure of the arrangement for tax purposes.

3.6.2 Developer Qualifications

The qualifications of the developer will be evaluated based on the following criteria.

- Business expertise and management experience in developments involving student housing projects.
- Organization of the Developer's team and interrelationship between entities if more than one firm is involved; prior experience of firms as team members in a design-build approach to project delivery.
- Financial soundness
- Experience of Developer in the delivery of turnkey and residential projects
- Experience of Developer with a range of financing models
- Ability to arrange for financing, and flexibility of terms and process for financing

3.6.3 Design Team Qualifications

The qualifications of the architect and other members of the design team will be evaluated based on the following criteria.

- Availability of professional staff and their qualifications and experience.
- Experience of the architect on student housing and mixed use projects, including both new construction and renovation
- Financial soundness
- Ability of the architect to provide required insurance coverage

3.6.4 Contractor Qualifications

The qualifications of the contractor will be evaluated based on the following criteria.

- Availability of professional staff and their qualifications and experience in delivering projects of the requested size on time and within budget
- Experience of the contractor on student housing and mixed use projects, including both new construction and renovation
- Financial soundness
- Ability of contractor to provide required insurance coverage and bonding capacity

3.6.5 Project Site

The response must address the requirements of section 2.4 and include the best value and potential of sustained operational success at an attainable price point for the existing market.

4.0 SUBMISSION REQUIREMENTS

4.1 Organization of Response

The response shall be submitted in three-ring loose leaf notebooks and organized as follows:

- Cover Letter
- Table of Contents
- Executive Summary
- Proposal for project and Program Services
- Developer Qualifications, including any partner's and qualifications
- Design Team Qualifications
- Contractor Qualifications
- Supplemental Information, including any references
- Appendix 1; Vendor Certification

- Alabama Disclosure form found online: <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

4.2 Cover Letter

A transmittal letter prepared on the Respondent's business stationery must accompany each response and identify the person (including contact information) authorized to represent the team in all communications and negotiations. An individual authorized to bind all members of the Respondent team providing services identified in the response must sign the letter.

4.3 Table of Contents

The proposal shall have a Table of Contents that conforms to the organization set forth in Section 4.1.

4.4 Executive Summary

An overview discussion of the Respondent's proposed approach to development is requested in order to ascertain the team's general expertise and capability to deliver Project. Submit a brief overview of the Respondent's approach to developing the Project.

The summary should not exceed three (3) pages and should address the following topics:

- A demonstration of an understanding of delivering student housing project(s) in conjunction with an institution of higher education
- An overview of the Respondent's organization and the entity or entities that will be responsible for the work
- A summary of the Respondent's basic experiences and attributes that set it apart from other candidates, including prior projects on which team members have worked together.

4.4.1 Development

Describe the Respondent's approach to managing and performing the services necessary for the planning, design, construction, and financing of Project. The description should include a discussion of the methodology to be used by the Respondent for seeking University input and periodic approvals of its work. The following issues are of particular interest to the University:

- Proposed length and terms of land-lease agreement with the University, consistent with financing and operations plan;
- Proposed financial support of university programs and operations;
- Site analysis and entitlements;
- Program development;
- University review and approval opportunities during design;
- Financing capacity and estimated investment;
- Budget and pro forma development and control;
- Trade-off or approaches to value engineering
- Schedule control during design and construction
- Construction management

4.4.2 Schedule

Demonstrate the Respondent's capacity to meet the Project delivery date set forth in Section 3.3. Provide a schedule for achievement of all major Project milestones for a first project that meets the deadline, including the following:

- Start and finish of pre-design planning
- Start and finish of architectural and engineering design
- Procurement of all entitlements, permits, licenses, and approvals
- Start and finish of site development
- Start and finish of building construction, and
- Commissioning of the facility

4.5 Qualifications

4.5.1 Personnel

Provide resumes and references for personnel who will be representing the Developer, the Design Team and the Contractor on the project and who have provided technical skills on projects similar to that required in this Request. The qualifications of the personnel within each team should also address the capability and the experience necessary to secure construction financing and tax-exempt financing, if determined to be needed for the Project.

4.5.2 Projects

Provide a list of projects of similar size and scope completed by the Developer. For each project, provide the following information:

- Project name & location; cooperating/partner University name, if applicable
- Description of project including size and number of units or beds, square footage, general layout of facility, extra amenities (kitchenettes, common areas, etc.)
- Brief list of student success programs currently in place, including any relevant statistics
- Picture of project, if available
- Total development budget and final cost
- Scheduled opening date and actual opening date
- Information on semester and academic year leasing costs in comparison to market data
- References with telephone numbers

4.5.3 Financial Data

Provide the following financial information for the Developer:

- Most recent financial statement available (identify whether audited or un-audited) including balance sheet and income statement, including notes;
- List of bank and accounting references;
- Statement from insurance/surety brokers indicating that the requisite bonds and insurance can be secured for the Project

4.5.4 Claims, Law Suits or Defaults

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

4.5.5 Tax-Exempt Financing

Provide information on experience in providing construction financing and tax-exempt financing and the availability of such financing for the proposed Project.

4.6 Project Site

4.6.1 Site Description

Provide a description of the development on a recommended / proposes site and how it meets the following requirements:

- Meets the defined need of providing additional student living space
- Integrates into the campus and community landscape and provides an inviting entrance to the campus
- Allows for future expansion or complements additional Residence Halls on this site.
- Fits into the existing campus infrastructure
- Provides a design that can be operationally sustainable

4.6.2 Program Evaluation

Describe measures that will be used to ensure project completion on time and within budget. Provide examples of previous projects and success in measuring these critical factors.

5.0 TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Revisions to the RFP

The University may modify this RFP prior to the date fixed for submission thereof by issuance of an addendum or addenda to all parties who have received a copy of the RFP. The University may extend the deadline for Proposal submission if, in the University's judgment, the revisions make this necessary.

Written inquiries concerning this RFP will be submitted to the University by the date specified in Section 3.3 herein. Responses to inquiries will be made in writing and provided to all parties. The University may decline to answer any Respondent's inquiries, in its sole discretion.

5.1.2 Cancellation of the RFP

The University may cancel this solicitation, in whole or in part, or reject all Proposals submitted in response to this RFP when this action is determined to be in the best interest of the University.

5.1.3 Acceptance of Submittals

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

5.1.4 Incurred Expenses

Any costs incurred by the Respondent in preparing and submitting a response to this RFP will be the sole responsibility of the Respondent and will not be reimbursed by the University.

5.1.5 Economy of Preparations

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

5.1.6 Discrepancies and Clarifications

The University reserves the right to request clarification of any aspect of received responses or to request additional information that might be required to evaluate the response(s).

Responses that are incomplete or conditioned or are not in conformity with this RFP may be rejected.

5.1.7 Respondent's Responsibilities

The Respondent is responsible for thoroughly reading the RFP and the terms and conditions contained therein. No pleas of ignorance on the part of the Respondent will be accepted by the University. Each Respondent is solely responsible for the accuracy and completeness of its response.

The Respondent will be required to bring to the attention of the University expressly, in writing, any substitution, or change proposed to this RFP and the resulting contract documents. The University will not be bound to a substitution or change unless the Respondent expressly brings it to the University's attention, in writing, and the University expressly approves the substitution or change, in writing. The University reserves the right to reject any requested substitutions or change.

5.1.8 Confidentiality of Proposals

- a) Written requests for confidentiality shall be submitted with the response. The request must state specifically what elements of the response are to be considered confidential and/or proprietary. Confidential and proprietary information must be readily identified, marked and separated/packaged from the rest of the response. Co-mingling of confidential and proprietary information and other information is unacceptable. Neither a response, in its entirety, nor response price information will be considered confidential and proprietary.
- b) On and after the Effective Date of the final agreement pursuant to this RFP, all documents associated with this RFP, unless an exception in accordance with (c) below, are NOT treated as CONFIDENTIAL documents and will be released upon receipt of valid request under Alabama Open Records law.
- c) Any material or information, in whole or in part that is submitted whether before or after the Effective Date and that the party believes is confidential or proprietary shall be clearly marked as such along with appropriate rationale for its being confidential or proprietary. University officials with the assistance of General Counsel shall review the material / information and make a final determination as to the confidential or proprietary nature of the submitted material in accordance with the Alabama Open Records law.

5.1.9 Ethics in Contracting/Collusion

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

5.1.10 Release of Information and Advertising

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

5.1.11 Nondiscrimination

The University supports the principles of equal opportunity and will not discriminate because of gender, race, color, national origin, religion, sexual orientation, age or disability in the selection of firms.

5.2 Insurance Requirements

The Respondent will, at its own expense, procure and maintain during the entire performance period of any contract or agreement resultant from the RFP process as outlined in this Section 3, including any extensions thereof, insurance of at least the kind set forth below in the minimum amounts specified below:

- Comprehensive General Liability insurance including completed operations and contractual liability in an amount of not less than \$10 million per occurrence and name the University of North Alabama as an additional insured.
- Professional Liability insurance (Error and Omissions) covering the design services under the agreement in an amount not less than \$1 million per occurrence and \$2 million in the aggregate.
- Builders' Risk insurance including all standard coverage specifically providing coverage for exposed buildings and structures.
- Comprehensive Automobile insurance in an amount of not less than \$1 million per occurrence, which will cover all autos, owned and non-owned, hired and leased.
- Workers' Compensation and Employers Liability—statutory requirements for all occupational injuries, illness, and disease.

All insurance coverage will be written by companies licensed or authorized to do business in the State of Alabama and having an A.M. Best rating of A or better. All policies, except Workers' Compensation, will provide a 30-day notice for cancellation, and shall name the University Of North Alabama as additional insured. Certificates of Insurance evidencing coverage will be provided to the University Office of Procurement and a copy to the Director of Facilities prior to the awarding of any contract.

5.3 Terms of Agreement

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

- Agreement by any financier, bank, or other potential lien-holder that the University shall have first right of refusal to purchase any or all facilities executed under the

terms of the agreement, should the chosen Respondent cease operations, become insolvent, or otherwise abandon the Agreement

- Agreement by any financier, bank, or other potential lien-holder that the University shall have the right to determine and/or approve alternative uses of the facility, approve a different vendor to provide residence life program services, etc. should the chosen Respondent cease operations, become insolvent, or otherwise abandon the Agreement
- Length and conditions of land-lease agreement with ultimate ownership of the building(s) vesting in the property owners.
- Possible options to purchase building(s) during the term of the agreement at a designated point or throughout the term of the agreement.
- Financial terms, including the possibilities of payments in lieu of taxes; fixed-rate lease or a percentage-of-profit annual payment to support University programs, additional operating hours, etc.; other terms as negotiated.
- The University will receive a minimum Developers Fee of 5% per annum.

5.3.1 Negotiations

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

5.3.2 General

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

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

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

5.3.3 Design and Construction

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

Design Standards: Improvements shall be designed to comply with University and city design standards.

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

Construction Schedule: The University desires that this facility be fully completed and ready for student occupancy between August 1, 2014 and August 15, 2015, if Respondent's business, construction and programming plans are otherwise acceptable. Proposals for initial occupancy beyond August 15, 2014 or later need not be submitted.

APPENDIX 1

UNIVERSITY OF NORTH ALABAMA

VENDOR CERTIFICATION

PURSUANT TO ACT NO 2006-557 and ACT NO 2012-491

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVER INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES IN ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THEIR COMPLIANCE WITH ACT NO 2006-557. THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

ALABAMA LAW (SECTION 31-13-9 , CODE OF ALABAMA 1975: By signing a contract resulting from this proposal, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

For full compliance the Awarding contractor must provide documentation (copy of first page of MOU showing acceptance into program) establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Bidder hereby certifies full compliance with Act No. 2006-557 and Act No. 2012-491:

Date: _____

Company: _____

Authorizing Signature: _____

Printed Name: _____

Title: _____

Circled Sites Represent Potential Development Locations



Illustrative Master Plan