

## BOARD OF REGENTS BRIEFING PAPER

**1. Agenda Item Title:** Approval of Assignment and updated Campus Land Management Memorandum of Understanding for Nevada State College.

**Meeting Date:** November 30, 2017

**2. BACKGROUND & POLICY CONTEXT OF ISSUE:**

In order to ensure equal consideration and to provide for objective decision making, the Nevada State College issued a Request for Information (RFI) potential cooperative relationship opportunities from public and/or private entities that may wish to participate in and assist with developing certain areas of Nevada State campus land. The RFI process which included representation from the City of Henderson and concluded with an analysis from an independent consultant, was fully open and competitive.

The College presented the results of the RFI process at the December 2015 Business, Finance and Faculties Committee meeting following which a non-binding memorandum of understanding (MOU) was negotiated, brought back to the Committee, and approved by the Regents in June 2016. The College entered into the MOU on August 1, 2016 with Ledcor Construction, Inc. (Ledcor) and Eric A. Traub, dba Traub and Associates (Traub) and has been working cooperatively on the first project, student housing, as well as a number of leads on other projects. The MOU had a term of one-year that could be extended by the Nevada State College President for an additional one-year term. When the MOU was due to extend in August 2017, Ledcor announced that they will be unable to continue in their role, as they will be scaling back their Nevada operations. As such, Cam Walker, Ledcor's primary representative and point person who has worked with Traub and NSC since the inception of this matter, separated employment with Ledcor to continue working on this project. Cam Walker and Tony Traub since formed American Public Development, LLC, a special purpose entity established specifically for the development of Nevada State College projects. It is important to note that Cam Walker and Tony Traub have been the primary individuals working with the college to develop a public-private, student housing project over the past year. This project is nearing critical phases. As has been reported to the Board, a private partner has been selected for the project. A student survey has been conducted. Initial designs have been created. We are now at the point of creating implementation agreements for the project. The college hopes to hold to a timeline that would have the student housing open Fall of 2019.

Because the Cam Walker and Tony Traub are now both principles of American Public Development Company, the college would like to continue working with this team under the new moniker. It is important to note that a special purpose entity was always contemplated to execute these projects. Although Ledcor will no longer be a party to the MOU, they desire to continue to provide support to the college development by identifying potential public partners for campus-based projects, which, according to the independent review, was a major consideration for their selection. Thus, continuation of an MOU with American Public Development provides substantially the same benefit as the previous MOU and is expected to encourage more active participation in the bidding process by removing a potential perception that Ledcor's involvement was that of a designated construction contractor.

**3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:**

President Bart Patterson requests approval of the following documents:

1. Approval to enter into a non-binding memorandum of understanding for campus land management consulting with American Public Development, LLC.

#### **4. IMPETUS (WHY NOW?):**

The previous MOU needs to be extended in order to continue the development of the student housing project and other project leads.

#### **5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:**

- Contracting with American Public Development provides all of the key persons, linkages and opportunities as the Ledcor/Traub agreement.
- The terms of this MOU are exactly the same terms as with Ledcor/Traub. The only changes pertain to the change in Party.
- Tony Traub of Traub & Associates and Cam Walker formerly of Ledcor Construction, the principles of American Public Development, LLC., are the two individual who have be key in the progress of the student housing public-private partnership project.
- The student housing project is in the final stages of negotiation. To have to restart would be a tremendous waste of effort and state resources.
- The absence of Ledcor from the team will certainly encourage more active participation from the local construction community in the bidding process for these projects, which would ensure strong competitive pricing.
- Any revenue generated through Public-Private developments can be used to support student services, student activities and other priority funding areas.

#### **6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

- The new entity is not exactly the same as what was awarded through the RFI process.

#### **7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:**

- Conduct a new RFI process for campus lands management consultant.
- Start a RFP process for the selection of a private partner for student housing, contracted directly with the college.

#### **8. COMPLIANCE WITH BOARD POLICY:**

- X Consistent With Current Board Policy: Title #4 Chapter #10 Section #9
- ☐ Amends Current Board Policy: Title # \_\_\_\_\_ Chapter # \_\_\_\_\_ Section # \_\_\_\_\_
- ☐ Amends Current Procedures & Guidelines Manual: Chapter # \_\_\_\_\_ Section # \_\_\_\_\_
- ☐ Other: \_\_\_\_\_
- X Fiscal Impact: Yes \_\_X\_\_ No \_\_\_\_\_
- Explain: Any fiscal impacts will be determined as the Implementation Agreements are drafted.

**MEMORANDUM OF UNDERSTANDING**  
**NEVADA STATE COLLEGE – CAMPUS LAND MANAGEMENT CONSULTANT**

This Memorandum of Understanding ("**MOU**") is acknowledged by and among the Board of Regents of the Nevada System of Higher Education, on behalf of Nevada State College ("**NSC**"), and American Public Development, LLC. ("**APD**"). For purposes of this MOU, NSC and APD may be referred to individually as a "**Party**" and together may be referred to as the "**Parties**." This MOU shall become effective when executed by APD, and approved by the Board of Regents of the Nevada System of Higher Education (the "**Board of Regents**") at a publically noticed meeting (the "**MOU Effective Date**").

**RECITALS**

A. On July 1, 2014, NSC issued *Request for Information #622-RB – Regarding Interest in the Development of Certain Land within the Nevada State College Campus* (the "**RFI**"), a copy of which is attached as **Exhibit A**. The RFI sought proposals for opportunities with public and/or private entities interested in participating in the development of portions of the NSC campus (the "**Campus**"). The Campus is depicted in **Exhibit B** and consists of approximately 509 acres of which approximately 503.42 acres are vacant and unimproved. The RFI expressed a willingness to consider a variety of uses and types of development including student housing, athletics and recreation, research and development, green technology, medical facilities, retail, and mixed-use projects. The RFI noted that all development must be complementary to the mission of NSC, consistent with the Campus Master Plan adopted in 2010, and conform to the restrictions on use set forth in the patent, deed and chain of title to the Campus. The RFI also noted the key role the City of Henderson (the "**City**") has played in the creation of the Campus and that the City owns approximately 90 acres adjacent to the Campus that is intended to be developed in a manner that is complementary to the Campus.

B. In October of 2015, NSC, in partnership with the City, formed a committee to review the responses to the RFI and to select one or more potential development partners for the Campus. The committee reviewed the 11 proposals that were submitted and invited four (4) groups to provide additional information and give formal presentations. The committee identified the proposal submitted by a team made up of Ledcor Construction, Inc., hereinafter referred to as "Ledcor" (a diversified construction company operating throughout North America) and Traub & Associates, hereinafter referred to as "Traub" (a firm focused on the development of public-private projects), together referred to as "Ledcor/Traub" as the best fit to provide campus development consulting services to NSC. A copy of that proposal is attached as **Exhibit C**.

C. Between December of 2015 and April of 2016 representatives of NSC and the Ledcor/Traub team ("**Ledcor/Traub**") met several times to discuss the concepts outlined in the RFI and Ledcor/Traub's proposal - with a focus on the possibility of Ledcor/Traub serving as the primary land management consultant to NSC for the Campus (the "**Project**"). Ledcor's primary representative at these meetings was Cam Walker and Traub's primary representative was Eric A. (Tony) Traub. As initially discussed by the Parties, the Project could take a variety of forms

and involve Ledcor/Traub (or a partnership or other entity formed by and between Ledcor and Traub) providing various services to NSC, including (i) consulting services on an individual project basis, (ii) marketing and promotional services related to the development of the Campus to third-parties, (iii) infrastructure development in which Ledcor/Traub constructs or facilitates the construction of critical infrastructure on the Campus, (iv) direct ground leases of portions of the Campus to Ledcor/Traub it develop on its own or through subleases with third-parties, (v) fee for individual services such as architectural, engineering, and financial consulting, or (vi) other services that further the development of the Campus.

D. One August 1, 2016, NSC and Ledcor/Traub entered into a Memorandum of Understanding ("Prior MOU") to perform the duties to set forth the initial objectives and specifications of the Project, and outline various agreements and deliverables related to the Project necessary to commence development of the Campus on a project specific basis. Between August 2016 and July 2017, NSC and Ledcor/Traub worked diligently to develop a student housing project, including the selection of a private partner and operator.

E. In July of 2017, Ledcor announced that it would be scaling back their Las Vegas operations and could no longer be a Party to the Prior MOU. As such, Cam Walker, Ledcor's primary representative and point person who has worked with Traub and NSC since the inception of this matter, separated employment with Ledcor and, together with Eric A. (Tony) Traub, a principle at Traub, created ADP.

F. The Parties now desire to continue to work on the. Therefore, by way of this MOU the Parties will (i) continue the initial objectives and specifications of the Project, and (ii) create various agreements and deliverables related to the Project necessary to commence development of the Campus on a project specific basis (collectively the "**Terms of Understanding**").

## **TERMS OF UNDERSTANDING**

1. **Objectives and Specifications.** The Parties acknowledge the following objectives and specifications of the Project:

a. To develop the Campus in a manner that furthers the educational mission and objectives of NSC using the private sector expertise and skills of APD.

b. To determine the type and nature of the services APD could provide to NSC to advance the development and build-out of the Campus, including, but not limited to, (i) consulting services on an individual project basis, (ii) promotional services wherein APD promotes development of the Campus to third-parties on behalf of NSC, (iii) infrastructure planning and construction wherein APD constructs or facilitates construction of critical infrastructure on Campus for the benefit of NSC and third-party users, (iv) direct ground leases of portions of the Campus to APD for build-out on its own or through subleases, (v) fee for individual services such as architectural, engineering, and financial consulting, or (vi) other services that further the development and build-out of the Campus.

c. To identify methods and processes that could be utilized to finance, design, and construct critical infrastructure and other improvements necessary to support build-out of the Campus.

d. To identify and attract specific uses for the Campus that are compatible with the educational mission and objectives of NSC, the Campus Master Plan, and the City's College Area Master Plan and the use restrictions set forth in the patent, deed, and chain or title to the property.

2. **Implementation Agreements.** The Parties acknowledge the following agreements (the "**Implementation Agreements**") will or may be necessary and will work in good faith to negotiate and prepare the same and, if applicable, obtain approval from the Board of Regents:

a. Campus Land Management Consultant Agreement – specifying the roles and responsibilities of the Parties.

b. Infrastructure Improvement or Oversizing Agreement – related to the financing, design, construction and reimbursement for critical infrastructure improvements completed by APD or others.

c. Master Ground Lease and Subleases– or other appropriate agreements related to the use of portions of the Campus by APD or other end users.

d. Project Specific Agreements and Design Guidelines - or other appropriate documents setting forth requirements and guidelines for the construction of specific buildings and/or improvements on Campus by APD or other end users.

e. Such other and further documents that may be necessary to promote the objectives and specifications of this MOU.

3. **Use Restrictions.** The Parties acknowledge that the Campus is subject to certain restrictions on use set forth in Public Law 107-282 (2002) as referenced in the patent, deed and other documents in the chain of title; which are intended to ensure that the property is used for the establishment, growth, and maintenance of NSC and for uses generally associated with an institution of higher education. The Parties will work in good faith to resolve any issues that arise related to such restrictions on use of the Campus and may, in their individual discretion, employ experts to provide advice and guidance related to such issues.

4. **Schedule.** The Parties agree to work in good faith to develop a schedule related to the Project and the preparation of the necessary Implementation Agreements.

5. **Prevailing Wage.** Chapter 338 of the Nevada Revised Statutes provides detail regarding the application of prevailing wage requirements on construction projects in the State of Nevada. APD acknowledges that, depending on the nature of the project, it may be responsible for determining the portions of the Project that are subject to prevailing wage and for providing

certified payroll reports, statements of compliance and any other forms and records required by law or by the Office of the Labor Commissioner. APD shall indemnify, defend, save and hold harmless, the Nevada System of Higher Education, NSC, the Board of Regents, and the agents and employees of the each of them from and against any violation or alleged violation of any of the provisions Chapter 338 of the Nevada Revised Statutes for projects for which it is responsible.

6. **Representatives.** Each Party shall appoint a single person to act as its principal representative. The person so appointed shall be responsible for managing the negotiations of the Implementation Agreements and the process contemplated by this MOU. NSC's representative shall be the Vice President for Finance and Business Operations; APD's representatives shall be Cam Walker and Eric A. Traub.

7. **Discretionary Approvals.** APD acknowledges (i) that the discretionary approval of the Board of Regents may be required as to the Implementation Agreements, and (ii) that the Implementation Agreements may include additional terms and conditions and limitation not currently contemplated or later determined necessary pursuant to existing financial, legal and contractual obligations of the Nevada System of Higher Education or NSC.

8. **Non-binding MOU.** The Parties acknowledge that this MOU is not a binding and enforceable contract and shall not give rise to any obligation on the part of any Party. This MOU establishes the framework to continue negotiations and develop the Project and the Implementation Agreements necessary thereto.

9. **Miscellaneous.**

a. **No Liability.** In no event shall either Party or any of their individual officers, employees or agents in any way be liable or responsible for any obligation contained in this MOU, whether express or implied; nor for any statement, representation or warranty made in connection with this MOU. Each Party shall be responsible for its own costs incurred in association with the performance of this MOU.

b. **Not a Partnership.** It is expressly understood that, by reason of this MOU or otherwise, none of the Parties is or becomes in any way a partner of the other in the conduct of its business, or a joint venture with the other, or an agent of the other.

c. **Third Party Beneficiary.** This MOU is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party unless otherwise expressly provided.

d. **No Assignment.** Neither party may assign any of its rights or obligations under this MOU except with the prior written consent of the other party. Any purported assignment of rights or obligations in violation of this section is void.

e. **Marks.** APD and its representatives acknowledge that they cannot use the name of the "Nevada System of Higher Education," "Nevada State College" or "NSC", or the marks,

seals, logos, or any other related name (collectively the "Marks"), in the performance of its services, its advertising, or in the production of any materials related to this MOU, without the prior written consent of the Nevada System of Higher Education or NSC. For purposes of this section, only the Chancellor may authorize the use of the Nevada System of Higher Education Marks by APD. The use of the NSC Marks are subject to the approval of the NSC President.

f. Term and Termination. This MOU shall be effective for one (1) year from the MOU Effective Date, except as may be extended by mutual agreement. Any Party shall have the right to terminate this MOU for any reason or for no reason by providing the other Party ten (10) days written notice. For purposes of this section, the President of NSC is authorized to extend this MOU for an additional term of one (1) year.

g. Governing Law. The laws of the State of Nevada without reference to conflicts of laws principles shall govern the validity, construction, interpretation, and effect of this MOU.

**(SIGNATURE PAGE TO FOLLOW)**

**The Parties hereby acknowledge the terms and conditions of this MOU as stated above.**

Recommended by:

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Bart Patterson  
President, NSC

**APPROVED BY THE BOARD OF  
REGENTS ON BEHALF OF NEVADA  
STATE COLLEGE:**

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Kevin J. Page, Board Chair

AMERICAN PUBLIC DEVELOPMENT,  
LLC. \_\_\_\_\_

By:

Its:

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By:

Its:



## **EXHIBIT A:**

### **(The RFI)**

#### **1. NEVADA STATE COLLEGE**

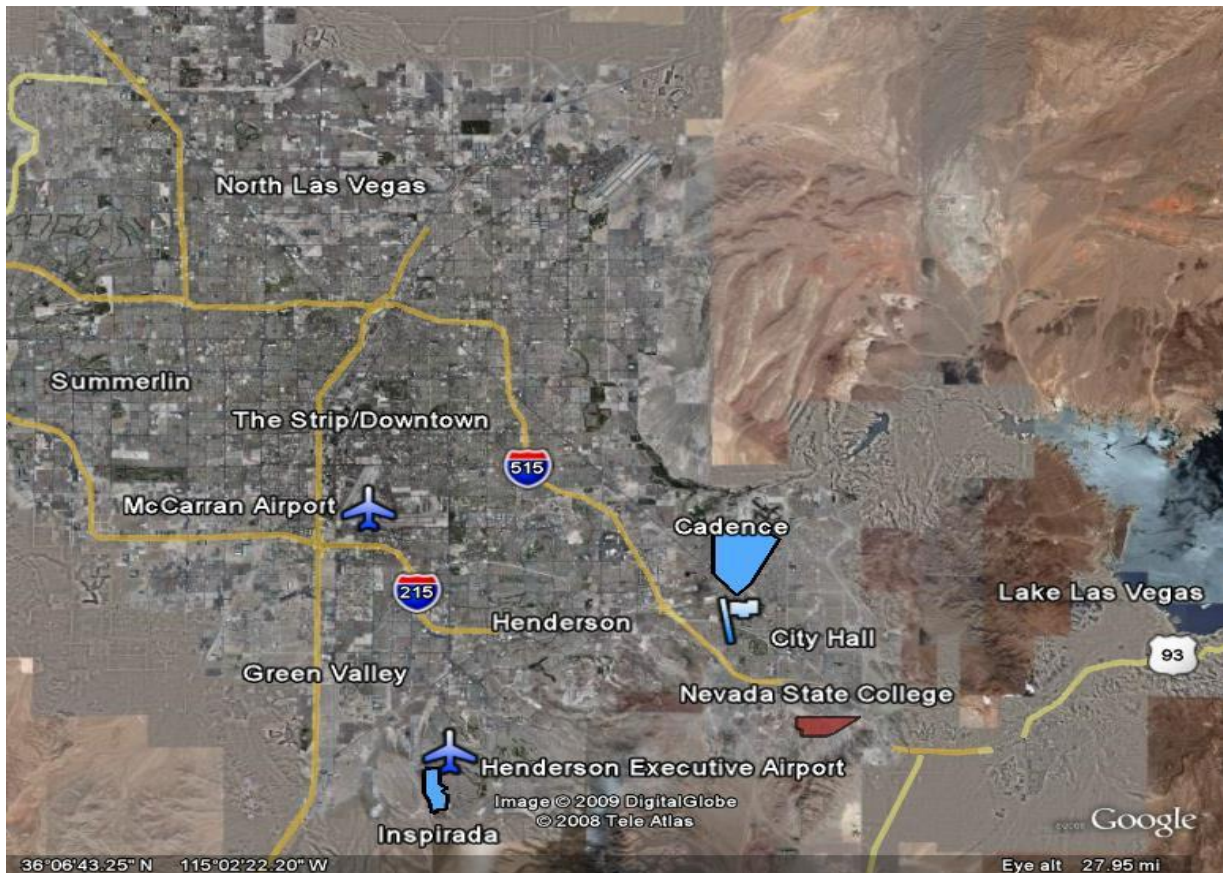
Nevada State College ("NSC") was founded in 2002 and is now one of eight institutions of the Nevada System of Higher Education, ("NSHE"). In 2002, NSC admitted its first class of students in leased facilities located in Henderson, Nevada. NSC provides access to bachelor's degrees, especially to southern Nevada's socio-economically diverse, college-bound populations. NSC is currently focused in three specific areas of study: The School of Nursing, the School of Education, and the School of Liberal Arts and Sciences.

NSC enrollment for the 2013-2014 school year was approximately 3,400 students. NSHE officials expect consistent increases in students over the next 20 to 30 years, eventually reaching an enrollment of approximately 15,000 to 20,000 students.

#### **2. BACKGROUND**

Previously owned by the Federal Government's Bureau of Land Management ("BLM"), the 509 acres that make up the Campus were transferred to NSHE via Federal Land Patent for the purpose of developing NSC. The 509-acre site is in Clark County in southern Nevada. The campus is located in the City of Henderson, Nevada, west of Boulder Highway and south of Paradise Hills Drive, just west of the Nevada State Drive exit off the I-515 Freeway. The campus is situated on desert lands in the foothills of the Black Mountain and the McCullough Mountain Range (see Figure 1 below). Proposed routes for the extension of an I-11 interstate highway corridor, connecting Las Vegas/Henderson from the I-515 terminus near NSC, to Phoenix and Tucson, is currently under study.

**Figures 1 A & B Location – Las Vegas Area Map for Context**



A Campus Master Plan ( <http://www.nsc.nevada.edu/3669.asp> ) was approved by the Nevada System of Higher Education Board of Regents and the City of Henderson in 2010. The development of NSC is envisioned to ultimately involve construction of some 6,000,000 square feet of facilities, acres of open spaces, recreation fields and supporting infrastructure, as well as support services and private enterprise complementary to NSC's mission.

Of the 509 acres now controlled by NSC, the following land uses are identified on Figure 2:

- **Academic and Support:** allocated to the academic facilities of the campus;
- **Student Residential:** allocated to the development of student housing;
- **Athletics and Recreation:** allocated to NSC's future athletic and recreational programs;
- **Campus Open Space:** allocated to transitional sectors between academic structures;
- **Parking:** allocated for NSC parking, including students, staff and Student Residential;
- **Campus Support:** allocated to academic support facilities;

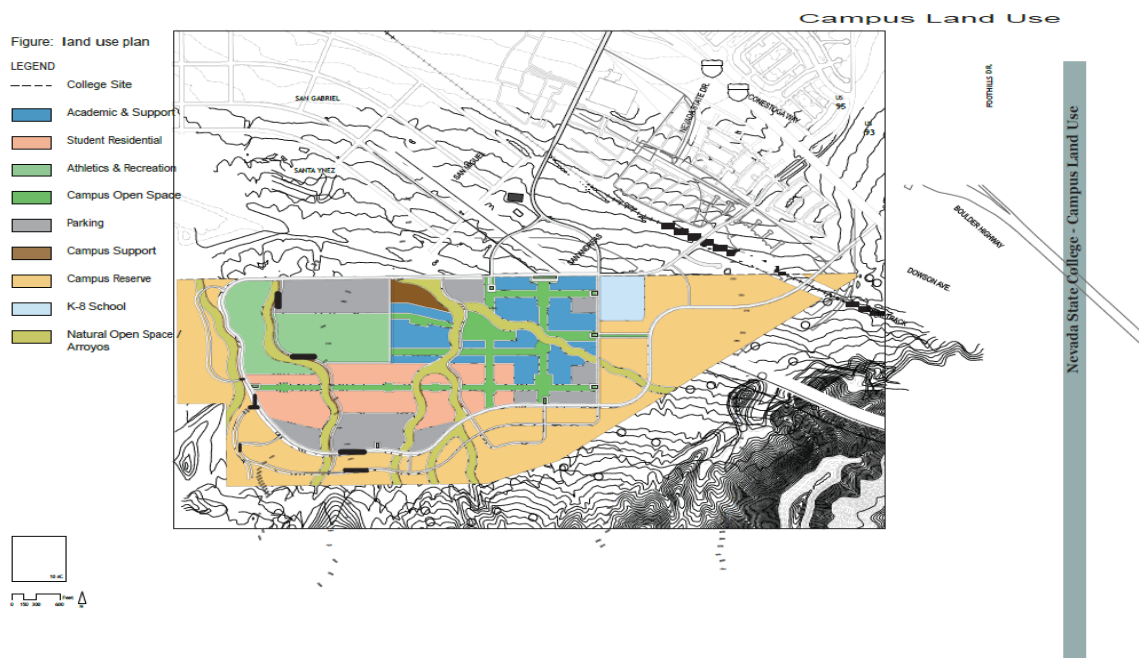
- **Campus Reserve:** (approximately 173 acres) allocated to development of private uses, which uses are compatible with the NSC educational mission, as well as with the economic development envisioned by the City of Henderson and the overall College Area Land Use Plan (see Figure 3);

- **K-8 School;** allocated for CCSD public school;

- **Natural Open Space/Arroyos:** allocated for natural environment open area.

The purpose of this Request for Information is to solicit interest in the development of certain of the uses as set forth above, specifically, Student Residential, Athletics and Recreation, and development of some or all of the Campus Reserve with specific uses, to be outlined by Respondent and approved by NSC and the City.

**Figure 2 – Campus Development Lands**



**NOTE:** NSHE is required to maintain ownership of the Campus Development Lands; therefore, only long terms land leases will be considered. Acceptable lengths of a lease may range from 30 to 99 years.

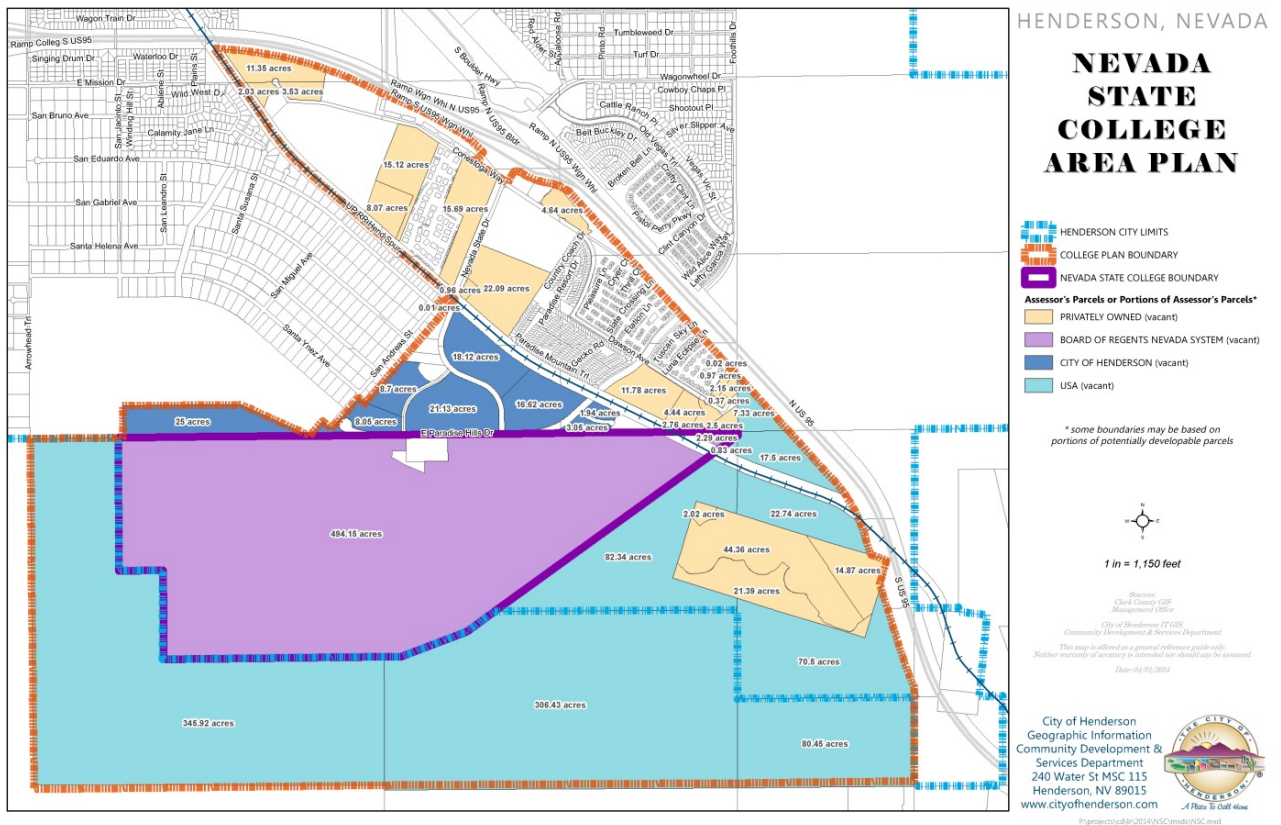
### **3. The City of Henderson**

The City of Henderson is the second largest city in the State of Nevada and is the largest full-service city in the State, directly providing residents with fire, police, paramedic, ambulance, sewer and water services. The City of Henderson, which was incorporated in 1953, lies generally to the southeast of Las Vegas, covers approximately 105 square miles and has a population of approximately 270,000 residents. The City has been recognized for its premier parks and trails, master planned communities, economic opportunities and public services.

The City of Henderson has played a key role in the planning for and evolution of NSC. The City worked with the NSHE Board of Regents in securing the physical campus site for NSC through a transfer of land from the Bureau of Land Management. In addition, the City was actively involved in the development of the Campus Master Plan as a principal part of the College Area Plan.

Since the initial planning for NSC, the City of Henderson's desire was not only to have NSC located within the City, but for NSC to be an integrated and vital element of the City. The City owns 90 acres immediately adjacent to NSC, which currently is planned as a Town Center development. Both NSC and the City envision the College Area Plan as a connected and pedestrian friendly interface between the campus and future private development. The City's land may be leased or purchased from the City for a joint development project if it is determined that the response to the RFI, as contemplated herein, would result in an inter-related and mutually beneficial development, and that future development will retain the desired connectivity and interface. While negotiations with the City would be separate from this solicitation, it is important to note that the ongoing partnership between NSC and the City has been based upon both parties' desire for inter-related and mutually beneficial development of the area. This seamless interface represents an ongoing partnership between NSC and the City that is envisioned to continue and to grow.

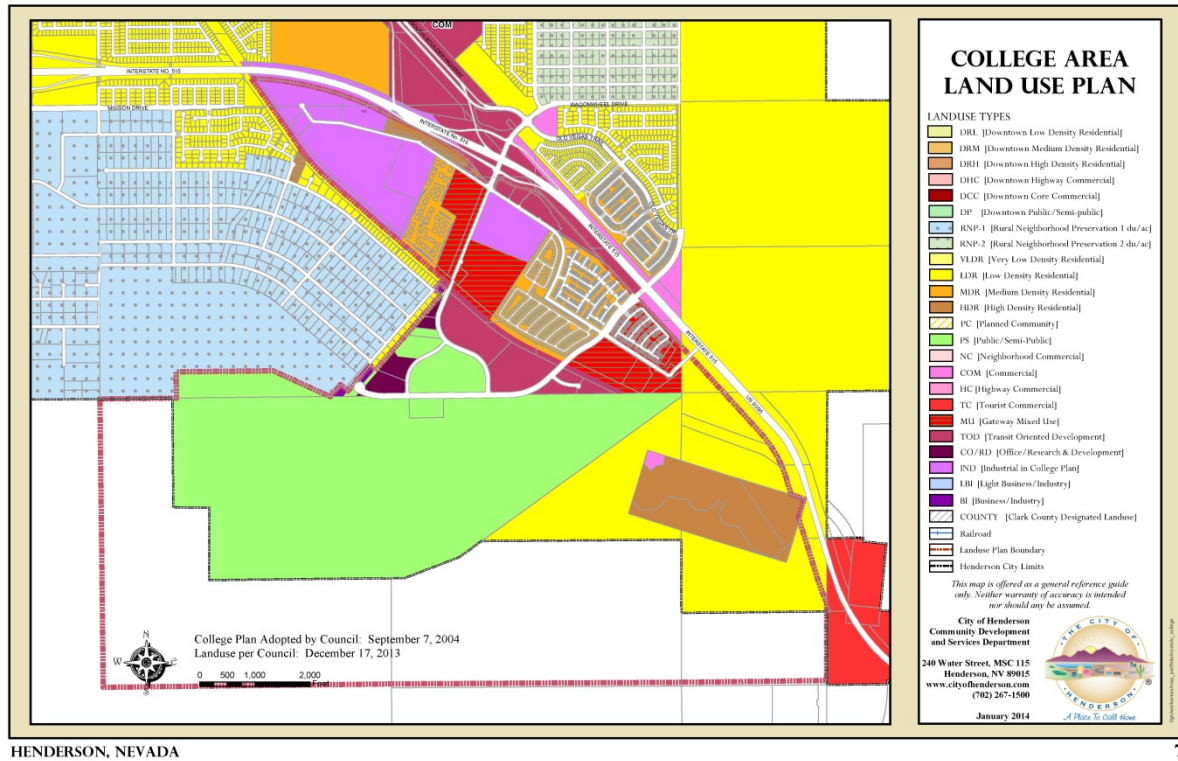
**Figure 3 - Campus' Relationship to Town Center**



The City of Henderson has prepared a study of the area immediately surrounding the future Campus (See Figure 6 below). The College Area Plan established a basic land use framework for a town center and supporting uses to adjoin the Campus ("Town Center"). The College Area Plan was shaped in a significant way by discussions regarding the long-term opportunity for light rail service along the existing rail line, which will bisect the center of the College Area Plan study area (the eastern edge of the Campus Development). In response, the land immediately adjoining the rail line between Nevada State Drive/Wagon Wheel Drive and to the east of Paradise Hills Drive was designated as high density residential, mixed use, or transit-oriented development, with an area of transit-oriented development immediately adjoining the NSC Campus. Other uses within the College Area Plan study area included gateway mixed use, highway-oriented retail, and light industrial.



**Figure 4 City of Henderson College Area Land Use Plan (2004)**



#### 4. PURPOSE OF REQUEST FOR INFORMATION

Nevada State College is seeking information pertaining to any potential cooperative relationship opportunities from public and/or private entities that may wish to participate in the development of certain areas of NSC-controlled campus land located in the City of Henderson, Nevada, approximately 15 miles southeast of Las Vegas in southern Nevada (See Figure 1)

("Campus Development Lands"). The Campus Development Lands which are the subject of this Request for Information include the following campus area (see Figure 2 above):

- Student Residential
- Athletics and Recreation
- Campus Reserve

The intent of this Request for Information is to discover a specific project, or multiple projects, that will create mutual benefit for NSC and Respondent. Responses may include one specific project, or several projects, as well as supporting infrastructure.

As the Campus Master Plan was prepared, principles have emerged that embody a vision for the future character of the Campus and institution. The key elements of the vision for the NSC Campus include:

- 1) Sustainability and Carbon Neutrality
- 2) Vital Living and Learning Environment
- 3) Campus / College Area Plan/Town Center Integration
- 4) Respect for the Desert Environment
- 5) Campus as Educational Laboratory
- 6) Increased Campus Housing
- 7) Schools
- 8) Childcare and flexibility for faculty and student parents

NSC objectives in developing the Campus Development Lands include, but are not limited to:

- (1) to create synergistic uses that complement the academic mission of the Campus;
- (2) to maximize the value of the property;
- (3) to provide support for infrastructure requirements of the Campus Development Lands and which anticipates demand for future infrastructure;
- (4) to enhance economic development in the area included in the College Area Plan;
- (5) to enrich the academic experience and vocational opportunities for NSC students, which may include employment, internships, job training, scholarships and grants.

Close consideration will be given to those respondents that clearly show how the college and the respondent will mutually benefit, while creating economic and civic value, all without adversely impacting the surrounding communities.

#### **A. DEVELOPMENT OPPORTUNITY**

The Campus Development Lands represents vital components of the 509-acre campus and will contribute significantly toward the long-term operations of NSC. Opportunities for

development of complementary uses may include facilities such as schools, green technology companies, R&D related uses, medical facilities, student housing, multifamily housing, support retail, and a variety of other concepts. While there is flexibility in defining the precise land use mix, the Campus Development Lands are expected to enhance the overall mission of the College. NSC is open to refinement of these concepts and/or other development strategies that meet NSC's goals.

In addition, the City of Henderson has up to 90 acres immediately north of the campus (see Fig. 3) that is potentially available for a joint development project. This area has been envisioned for uses that are supportive of the College and that would generate activity between the campus and private development of the City land. The City would consider participating in a proposed development project that would be beneficial to all parties, while maintaining an open and connective interface between the City land and the College campus. Negotiations for the lease or purchase of City land would be separate from any negotiations or transactions with the College.

## **B. EXISTING CONDITIONS**

With the exception of the Liberal Arts & Sciences Building which opened in 2008, the 509-acre Campus is almost entirely unimproved. NSC currently is under construction to add a Nursing, Science and Education Building and a Student Activities and Administration Building, which, together, will add approximately 132,000 square feet of usable space to the campus. A Union Pacific Rail Road ("UPRR") line crosses the eastern-most corner of the Campus, the line is lightly-used and serves limited industrial uses in the area, terminating just east of the campus. A multi-use trail follows its alignment. A major transmission line runs along the eastern border of the campus. Future construction will require additional infrastructure, including water pumping, transmission, storage and distribution facilities.

## **C. SUSTAINABILITY**

A key focus of NSC is to minimize the impact the procurement of goods and services has on the local environment. NSC is committed to sustainable economic, social, and environmental practices in all operations which the NSC is involved. It is important that Respondent share this commitment as well. Therefore, sustainable development practices and services should be offered whenever available and when required in the project.

NSC may request the Respondent to provide reports related to sustainability on all goods, development practices and services provided under this RFI. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amounts spent on sustainable or environmentally preferred products and services, and the total amount spent in project development.

All electronic equipment provided in response to this RFI must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve NSC's energy and financial performance while distinguishing the institution as an environmental leader.



## **5. SUBMISSIONS**

To have your project considered, please submit four (4) originals and one (1) electronic copy of a letter of interest that includes the following:

1. Your company information, contact person, phone number and email address.
2. A detailed description of the proposed project, including the area needed for the project.
3. A detailed funding plan including all sources and opportunities for revenue sharing, as well as any proposed contributions to infrastructure costs.

Please note that NSC may require financial data to support any proposed development and/or business operation involving Campus Development Lands.

The next steps for NSC may include either: issuance of an RFP, or direct negotiations. Please indicate in your packet if are you interested in pursuing these options for further discussions. (Note – either of these options may require an investment of time and resources by the respondent that may or may not result in an agreement with NSC).

## **6. LATE RESPONSES**

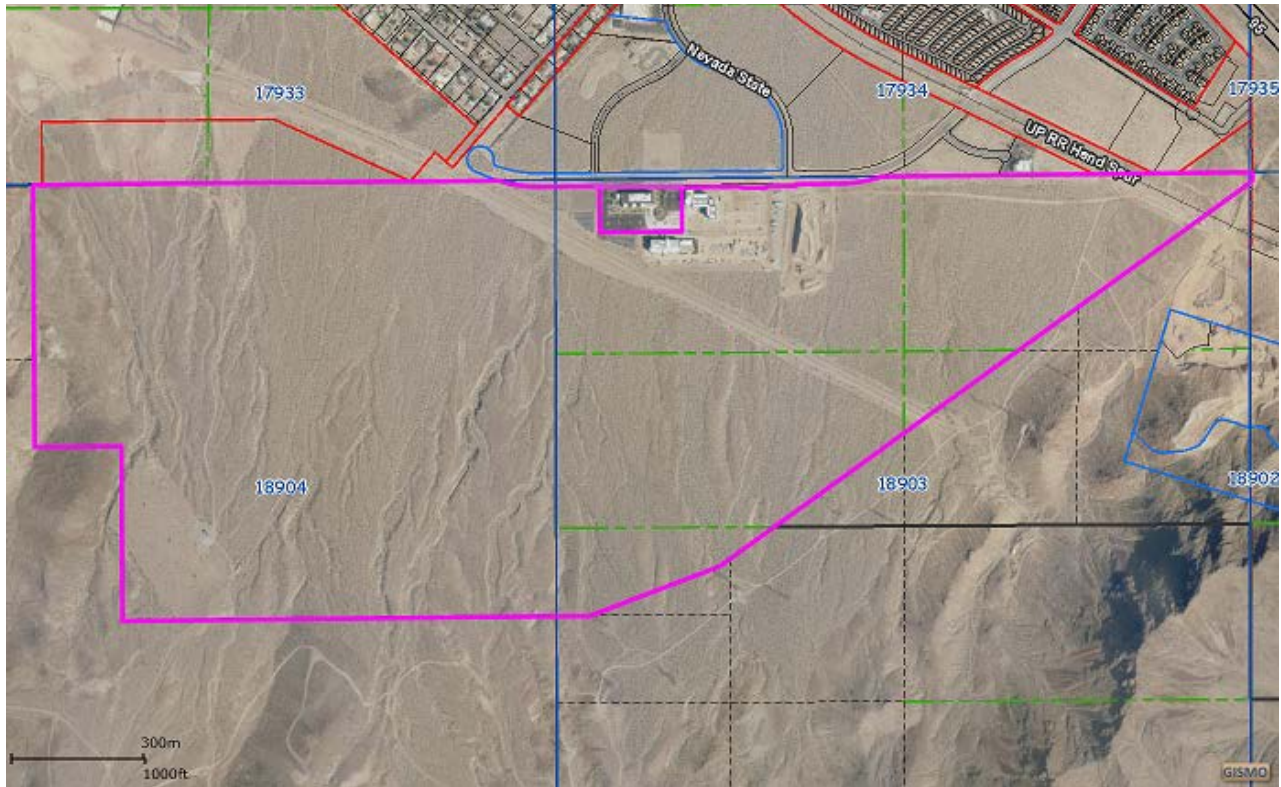
Responses must be received in the Purchasing Department by the date and time identified on cover page of this RFI. Any Responses received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Respondent. Respondents are responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFQ document.

## **7. WITHDRAWAL OF RESPONSE**

Any prospective Respondent may request withdrawal of a posted, sealed Response prior to the scheduled opening time, provided that: the request for withdrawal is submitted to the Purchasing Department in writing, or the Respondent presents themselves in person with proper identification to the Purchasing Department and verbally requests the response be withdrawn and signs for its receipt.

## EXHIBIT B

(The Campus)



**EXHIBIT C**

**(Ledcor/PGAL Proposal)**