

RFQ

REQUEST for QUALIFICATIONS

for

FEDERAL AGENCY FACILITIES

at

HARRY REID UNLV RESEARCH & TECHNOLOGY PARK

UNIVERSITY of NEVADA LAS VEGAS

LAS VEGAS, NEVADA

**RFQ #002 – HARRY REID UNLV
RESEARCH & TECHNOLOGY PARK**

MARCH 2007

I. SUMMARY

By means of this Request for Qualifications (“RFQ”), The UNLV Research Foundation, a Nevada non-profit corporation (“UNLVRF”) invites proposals from qualified developers, or development teams to plan, design, finance, construct and/or operate federal agency facilities at the Harry Reid UNLV Research & Technology Park (“HRRP” or the “Research Park”). Designated projects will be located at determined parcels of the HRRP site (see Appendix A), in Las Vegas, Nevada. The most critical characteristic of the developer selected will be demonstrated successful consultation services with both federal agencies and clients. UNLVRF is looking for a potential long-term partner to facilitate and assist UNLVRF with the establishment of several federal agencies at the HRRP. The developer selected must only assign personnel hereunder with documented prior, successful experience with like projects. The selected finalist Developer would either: (1.) lease the selected land parcel (s); (2.) lease the land, and design and build the facilities; or (3.) lease the land, design and build the facilities, and operate the facilities (with UNLVRF review and approval). UNLVRF would select the developer or development team submitting a proposal that the UNLVRF deems to be in the best interest of UNLVRF and the University of Nevada, Las Vegas (“UNLV”) (the developer or development team selected is hereinafter referred to as the “Developer”), and open negotiations with the intention of finalizing the ground lease(s), lease back agreements and other necessary agreements discussed.

As set forth in Article III, Section B of this RFQ, the Developer would be solely responsible for financing the entire cost of the Project Improvements (as defined herein).

This RFQ describes a three-step process. In **Step 1**, UNLVRF will accept proposals that address the development team composition with complete resumes, organizational approach to the project, financial capabilities, with examples of comparable completed federal agency projects, a preliminary strategy, and a listing of references and contact information drawn from directly related federal agency projects. In **Step 2** will provide UNLVRF with the opportunity to interview a select group of the most qualified development teams from Step 1. At **Step 3** finalists selected will be invited to submit and present a more detailed plan with a well-developed schedule, details of their financial plan, an operating plan with proposed use fees and related items as determined by UNLVRF. At the conclusion of Step 3 of the process, UNLVRF and the most qualified single proposer enter into consultant negotiations.

As set forth in further detail in Article V and Appendix B, a proposers conference will be held 9:00 AM on April 27, 2007 at UNLV Foundation Building at UNLV Main Campus.

UNLVRF will select the proposal(s) that it deems to be in the best interest of UNLVRF and UNLV. UNLVRF will consider the following criteria, among others: (1) strength of consultant services capability; (2) experience with unsolicited proposals with federal tenants; (3) lease

negotiations experience with the U. S. General Services Administration; (4) a high-quality Master-Planned approach to the development with a preliminary perspective of the site; (5) design, development, construction management, and operations capability and experience, especially with federal tenants; (6) proposed term sheets (ground lease and lease back terms, if applicable, addressing UNLVRF rights, etc); (7) ability to operate a facility, if built, and experience with operations of federal facilities and (8) ability to finance and manage the project.

II. OPPORTUNITY STATEMENT

Background

UNLVRF has acquired, for the benefit of UNLV, approximately 114.16 acres of land in unincorporated Clark County, Nevada bounded approximately by Sunset Road to the south, Durango Drive to the west, Patrick Lane to the north and Cimarron Road to the east. It is the intention of UNLVRF to develop a unique research park known as the Harry Reid UNLV Research & Technology Park at this site. Numerous parcels not owned by UNLVRF exist within this boundary that will influence both short- and long-range development.

UNLVRF has completed the master plan for HRRP that illustrates the full build-out of the HRRP (the “Master Plan”). A copy of the Master Plan is available for review at UNLVRF.

Statement of Purpose

Over the past fifty years many governmental entities, universities and other research intensive organizations have established research parks or complexes either co-located with, or in close proximity to campuses and other research facilities. The anticipated goal of creating these research parks, beyond any regional economic enhancement benefits was to allow for the creation or expansion of scientific or business development partnerships between private sector, identified federal agencies and the academically based research sector. These relationships have generally resulted in a direct and positive impact on both the regional and local community’s economic development and diversification posture.

UNLV, through its affiliate foundation UNLVRF, a non-profit corporation, will develop the Research Park in such a way that organizations and businesses involved in scientific and technological research, development and application are likely to locate on the property. UNLVRF will manage the planning, operation and oversee the development of the Research Park on behalf of UNLV. UNLVRF will craft and make use of unique, exclusive relationships between the tenants and the University community to create and enhance the attraction and appeal which will in turn, allow for the successful marketing and build out of the Research Park. Effectively completing the construction and long term operation of the Research Park by limiting activities to those that are consistent with the initial planned development, vision and parameters will protect value for the Developer.

Compatibility with UNLV's Research Areas:

UNLV has enhanced its progress towards that of a premiere research institution through the creation of areas of research that identify various goals to help the University achieve its ultimate goal – that of being recognized as a “Premiere Metropolitan Research University” as well as being recognized by the Carnegie Foundation for the Advancement of Teaching as a “Doctoral/Research-Extensive” institution.

To achieve this goal, the University identified ten research fields in various areas of educational endeavors. The Research Park will assist the University in securing these distinctions and will also become the conduit for commercialization of research products that are developed by UNLV's faculty, students and staff.

Projects, programs and businesses pursued by the Research Park will have a positive effect on all of UNLV's research themes since the Research Park will expand the capabilities in each of the identified areas.

Energy and Materials Science: Alternative and Sustainable Energy and Fuel Cycles

This theme focuses on the advancement of alternative and sustainable energy using Nevada's plentiful natural energy resources. UNLVRF is involved in several grant programs that explore the potential of utilizing hydrogen that is produced through renewable energy sources. These programs will advance and include the use of other renewables for different types of energy production. With the focus on new energy solutions for the future, the Research Park will be a likely location for use by companies that develop and test these new technologies. The energy companies that would be interested in locating within the Research Park would be focused in areas such as development of alternative fuels, energy conservation, energy-efficient transportation systems, enhanced fuel cycles, and environmentally friendly energy production. Companies would be encouraged to utilize the expertise of students, researchers, and faculty to assist in the development and testing phases of new technology deployment programs.

Arid Lands Environmental Science, Policy, and Engineering

With research being performed in areas that relate to biotechnology and experimental propagation of exotic plant species, organically produced new chemical and biological sensors for environmental pollutants, and watershed management as a tool to reduce flood-hazard potential, the Research Park could house laboratory and development facilities where new products are created and tested. These new products and processes will have a positive effect on our environment and lifestyle. Work in this area could be achieved through University partnerships with various government entities that have goals in achieving like results, specifically some of the activities pursued by the U.S. Government at the Nevada Test Site, a premiere defense-related research and test facility.

Informatics (Information, Data, and Communication Technology)

Information, data, and communications technology is an expanding field. UNLV researchers, staff and students have much expertise to share in this area. New developments are driven by computing and information science and are becoming more apparent within all academic disciplines. Companies in this field are always looking for new opportunities to develop and

test programs and technologies. The Research Park will provide a location and relationship with researchers to develop and test new products and programs, with the goal being commercialization. Companies located in the Research Park can expand their capabilities to include production and marketing of their newly developed products.

Biomedical and Health Sciences/Biotechnology

The University is developing a Biotechnology Research Program. The developers of this program are working with UNLVRF in identifying various sources of funds to advance research programs in this area. The Research Park would attract world renowned companies and individuals who typically depend upon university researchers to provide assistance in expanding their product base. Many of today's miracle drugs and medical devices were developed in university laboratories and, through partnerships with the business community, were commercialized. In addition, the Research Park will become a catalyst in unifying the total university technology commercialization efforts and provide for a multitude of technology transfer opportunities and public/private partnerships. UNLV's faculty will provide a rich pool of expertise for companies that are located within the Research Park. In return, it is expected that most of the companies will be involved in research partnerships with UNLV faculty.

Business and Economic Development, Diversification, and Management

Companies that are located within the Research Park will be of a caliber that will create high value jobs and employment opportunities for UNLV graduates within the State of Nevada. UNLVRF will work with these companies to provide a return to the University by utilizing graduates and graduate students to staff their operation. They will also be encouraged to support student participation and education in areas such as apprenticeships, internships and other educational endeavors. UNLVRF's private partner, the Nevada Development Authority – southern Nevada's economic development entity, will also contribute to the success of the Research Park. NDA will market the research Park's capabilities to companies that are considering relocating or opening branch locations within Clark County, Nevada.

A major component of the Research Park will be a science and technology business incubator. The incubator will be a place where researchers can get business development advice and assistance in bringing their products of research to the market. Researchers will also be exposed to various business start ups, joint venture and partnership opportunities that lead to product commercialization. UNLV researchers and alumni will be given preference if they meet the criteria for participating in the incubator program.

Energy and Materials Science: Materials Science and Engineering

UNLV is at the center of a community that continues to grow at speeds that far exceed its neighbors. Performing research on nano, micro and macro materials to aid in the development of new technologies that evaluate factors influencing disposal of hazardous materials, optimize manufacturing practices, enhance performance of components in industrial processes and contribute to Nevada's economic diversification through the development of sophisticated technologies addresses the needs of a growing community. With the Research Park as the hub for developing and testing these sophisticated technologies, companies will continue to grow and foster new opportunities in concert with the UNLV educators and researchers.

Development and Protection of Community Infrastructure: Ensuring Homeland Security

A new program at UNLV was launched to train and educate students in fields relating to defense and homeland security. This includes emergency response and management by fire and police; public transportation; public health and bioterrorism; engineering and construction and strategies to ensure efficient interactions of local, regional, and national governments. The Research Park would offer a wide variety of facilities and laboratories for student use through partnerships with companies that are located within the Research Park. This educational program in partnership with the Nevada Test Site, the nation's testing ground for national security, will attract the types of businesses to the Research Park that offer services to the NTS.

Hospitality, Gaming, Tourism, Recreation, and Entertainment Management; Entertainment and Convention Technologies

Activities in this area include efforts in the entertainment industry involving the design and control of lighting systems, robotics and animatronics; development of control systems; photonics; and the use of virtual reality to enhance entertainment value. This provides an excellent opportunity for the research community to develop partnerships with the business community. Las Vegas is noted for its advances in entertainment technology. Research and development of new techniques in robotics and animatronics could attract major participation from major companies throughout the world, companies who could use the Las Vegas entertainment industry as a showcase for new technologies. These same companies would value an opportunity to locate in the Research Park and partner with the University community in developing and testing new and emerging technologies.

Language, Literacy, Literature and Communications

New technologies in the field of communications will enable researchers all over the world to access data and materials via virtual methods. Companies located within the Research Park could house major centers for data acquisition and dissemination that could make information accessible for diverse groups.

Social and Urban issues: Outreach and Collaborations

The Research Park could ultimately house facilities and centers from where various outreach programs could be presented. It would provide an opportunity for community members and businesses to work together to educate the community on public projects or programs and public awareness campaigns.

Analysis and Preservation of History, Culture, and Society

These programs emphasize the collection of data and the subsequent management/archiving of that data. The Research Park could house major data management and storage centers for products of research as well as records management. New technologies for storing and accessing data are being developed and investigated. Students and researchers will have an opportunity to participate with the business community in refining and redefining search engines and data collection methods that could make information more readily accessible

School Improvement, Assessment of Learning, and Educational Research

The Research Park will encourage companies located within the Research Park to develop

programs that will contribute to the overall improvement of education. These companies could adopt educational programs and dedicate specific employees to contribute time, energy, and effort. The results could be in the form of monetary support, internships, outreach, and public education. In addition, the Research Park will contribute to UNLV's ability to attract researchers and technology experts. It will provide state-of-the-art resources to the University by making specialized facilities and equipment, as well as conference and meeting facilities, available for use by UNLV researchers and faculty.

Project Objectives

The following strategic objectives were developed for the HRRP project:

1. Develop a unique research park setting that will attract high quality research tenants.
2. Provide facilities that foster partnerships and business development that will benefit the local economy, advance University research and educational efforts and increase research activity and quality in Southern Nevada.
3. Establish a synergistic environment where tenants are encouraged to collaborate and where the University/students benefit from research endeavors. Seek alignment with the University's established research priorities.
4. Establish physical and programmatic connectivity to the University in terms of research initiatives and utilization of University faculty and students.
5. Establish a campus setting with common facilities, open space, pedestrian corridors and a singular image/identity that delivers a unique value to tenants. Physical cluster buildings to encourage collaboration and idea sharing.
6. Establish a high quality image throughout the park emphasizing the Durango Drive and Sunset Road frontages.
7. Establish an organizational pattern that promotes a unified sense of community and mission.
8. Incorporate development agility and ability to respond to changing market needs in a phased manner.
9. Provide a safe and secure environment.

Program Area

The HRRP has the capacity to provide over 3,500,000 gross square feet of research space at full development.

Project Summary

The Developer will be expected to work with UNLVRF to accomplish the following:

1. Provide all requirements of Clark County Current Planning to gain site design and special use permit approvals for identified development parcels.
2. Provide, in consultation with UNLVRF, all civil engineering and architectural/engineering services to complete the design and construction documents for identified parcels.
3. Provide, in consultation with UNLVRF, all construction services for the completion of identified parcels.
4. Provide all design, construction and operating financing as mutually agreed by UNLVRF and the Developer for a negotiated lease period. At the conclusion of the lease year term, all facilities convey in full to UNLV/RF unless extension in mutually agreed to by UNLVRF and the Developer.

III. BUILDING PROGRAM

A. Program Objectives

Before describing what UNLVRF believes to be an optimal program, there are several guiding principles that should be fundamental to any proposal for development. These concepts are interdependent and will tend to generate a synergy that will be of benefit to the project.

The project will be a research complex to include a minimum of specialized research laboratory buildings with loading/receiving docks, general storage areas, reception center, offices and other support services to the requirements of the GSA Federal Buildings Program.

B. Revenue Streams

The research facilities of this project, where appropriate, could be operated by the Developer or by a third-party operator approved by UNLVRF. The Developer therefore would receive revenue from the following: (1) rent and other related use charges; (2) rent or use fees from any proposed user services within the facilities; and (3) lease revenue from the office components of the buildings. The term of any agreement for operation of the facilities must not extend beyond the term of any ground leases to the Developer.

The Developer would be solely responsible, as appropriate, for financing the entire cost of all structures and appurtenances thereto of every type and kind constructed within

the HRRP, including, but not limited to, building, walkways, conduit pipes, elevators, roads, driveways, parking areas, parking structures, fences, walls, screening walls, block walls, retaining walls, signage, awnings, stairs, balconies, landscaping, and utility and mechanical systems (including emergency power generating equipment, heating and cooling systems, utility lines and poles, groundwater systems and wells and water softener fixtures or equipment (collectively, the “Project Improvements”).

The costs of the Project Improvements includes, but is not limited to: (1) all financing costs; (2) all costs charged by contractors, subcontractors and suppliers for construction of the Project Improvements; (3) fees, assessments and costs associated with securing approvals, permits and licenses (including special permit use approvals); (4) site development; (5) architectural, design and engineering fees and costs; (6) costs of construction insurance (including without limitation, casualty, liability, theft and workers’ compensation insurance); (7) any bonds required; (8) environmental studies, surveys and tests; (9) preparation of plans and specifications; (10) costs of administering construction; (11) all required infrastructure improvements, including utility connections as required by Clark County to the satisfaction of UNLVRF; and (12) unanticipated reasonably incurred costs, fees, expenses or charges reasonably necessary to complete the Project Improvements.

It is anticipated that UNLVRF and the Developer will enter into one or more long-term ground leases on a market basis for the HRRP parcels (the “Ground Lease”). In the case of any agreed upon leaseback components, the rent due under the Ground Lease may be minimal to the extent such rent reduction is reflected in the rent or other terms of the leaseback agreement.

C. Master Planning & Design

As stated above, the Master Planning has been completed and approved by UNLVRF. An environmental review must be conducted by the Developer in accordance with the Nevada Environmental Quality regulations. State approval is tied to the irrevocable commitment to the project, which is considered design approval, or when the project is planned and preliminary designs are completed but prior to schematics and working drawings.

UNLVRF would retain approval authority over the exterior design, site layout and orientation of the facility. The facility design should be coordinated with the exterior feature materials, color palette and design in the “high desert” style and complimentary to the planned and existing neighboring facilities. The design also should adhere to the interior/exterior circulation pattern and other site development criteria identified in the Master Plan, Design Guidelines and Covenants, Conditions and Restrictions (CC&R’s). Copies of these documents will be available at the proposers conference.

D. Approvals/Code Compliance

Because this project will be built on property owned by UNLVRF and located within Clark County, Nevada. Approval of the project and compliances with the Clark County Code are within the jurisdiction of Clark County, Nevada. The following list indicates some of the major areas that will require approvals and who are vested in granting those approvals.

- Master Plan, approved by UNLVRF
- Ground Lease approved by UNLVRF
- Exterior building design approved by UNLVRF
- Parking approved by Clark County
- All buildings require State Fire Marshal (life safety issues) and Clark County (accessibility issues) review and approvals
- Utility inter-ties require Clark County Planning Department approval
- All aspects of this project will require periodic meetings with local community groups, with their input being considered in the design process.

IV. PROPOSED TERMS AND CONDITIONS

The Project Improvements would be entitled and constructed in accordance with the Master Plan, by the Developer on land owned by UNLVRF and leased to the Developer under the Ground Lease. **The UNLVRF would not subordinate its interest under the Ground Lease.** The Developer and UNLVRF would negotiate and enter into the Ground Lease and other agreements regarding the Project Improvements; such agreements would be conditioned upon the satisfactory negotiation of all required project components (including any management leaseback and/or operating agreements) and approval by UNLVRF. For purposes of responding to this RFQ, it should be assumed that these agreements would include the following terms and conditions:

- A. Financing:** As set forth in Article III, Section B of this RFQ, the Developer would be solely responsible for financing the entire cost of the Project Improvements, but also for all operating costs of the facilities. The Developer may pledge its interest in the Ground Lease as security to a lender of construction improvement funds for the project. All

financing or refinancing would be subject to UNLVRF approval and would be non-recourse against UNLVRF. All financing must mature on or before the expiration of the Ground Lease. The Developer's lease rights would continue so long as the Developer is not in default.

- B. Ground Lease:** The term of the Ground Lease would be negotiated for a specific number of years. The rent under the Ground Lease would be negotiated with the base rent as a per cent of the fair market value of the land adjusted periodically by changes in the Consumer Price Index and by appraisal. The Ground Leases would be unsubordinated so that UNLVRF's fee interest could not be encumbered by the Developer's leasehold interest. The Developer would be permitted to assign or transfer the Ground Lease to another party only with UNLVRF approval. UNLVRF would have a continuing right of first refusal to purchase the Project Improvements and specific option rights as noted for the project during the lease term.
- C. Expiration of Ground Lease:** Upon expiration of the lease term in the Ground Lease, the Project Improvements would be either demolished or title thereto transferred to UNLVRF at no cost to the transferee, at the sole election on UNLVRF. The Developer would maintain a reserve account to apply to demolition or refurbishment of the Project Improvements at the end of the Ground Lease term. The amount of reserve account would be negotiated with the Developer.
- D. Design:** The interior and exterior design of the proposed facility must be coordinated with the features, material and color palette of "high desert" facilities and must adhere to the criteria included in the Master Plan with regard to vehicular and pedestrian circulation, landscaping, signage, parking, building height limitations and site organization. The Developer must provide the UNLVRF with copies of preliminary plans, working drawings, specifications and all required construction documents. UNLVRF reserves the right to review and approve the facility design and construction documents. The Developer must provide UNLVRF with as-built drawings of all buildings.
- E. Law and Code Compliance:** UNLVRF would require the Developer, at the Developer's sole cost and expense at all times during the lease term, to conform to and cause all persons using or occupying any part of the facilities and grounds to comply with all laws from time-to-time applicable thereto and to defend, hold harmless and indemnify UNLVRF and the Nevada Board of Regents from all claims, demands, costs, expenses, penalties or charges, including attorneys' fees, resulting from the violation of any applicable laws or regulations. Requirements for construction of the project would include compliance with the latest adopted editions of the International Building Code and Plumbing Code, the National Electrical Code, the Clark County Code, Title 30, Clark County Street and Utility Standards, the Clark County Fire Department's access requirements and approval by the State Fire Marshal.

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- F. Zoning:** If any zoning or other use restriction would prevent or substantially impede the selected Developer from construction or use of the premises for the purposes permitted despite the Developer's good faith efforts to obtain such approval, the Developer would, at its option and as its sole remedy, be permitted to terminate the Ground Lease without liability of either party.
- G. Environmental Impact:** UNLVRF would function as the lead agency for Environmental Quality Assessment of the HRRP site and approval of Project Improvements.
- H. Liens and Encumbrances:** The Developer will be required to keep the fee interest of UNLVRF free from all liens and encumbrances during the terms of the Ground Lease. The Developer or its contractor would be required to furnish a performance bond executed by the Developer or its contractor as principal and by a corporation qualified under the laws of the State of Nevada to act as surety, payable to UNLVRF in the amount of the full construction costs to assure completion of construction. The Developer or its contractor will also be required to post a payment bond for 100 per cent of the amount of the full construction costs, guaranteeing the payment of claims of the mechanic, the material men and others who furnish materials and labor in connection with the project. UNLVRF shall have the right to approve the form and substance of both the payment and performance bonds, and if the Developer fails to submit either of these bonds UNLVRF shall have the right to terminate the Ground Lease.
- I. Taxes:** The Developer would be required to pay all applicable property taxes, fees, assessments and charges, whether general or special, ordinary or extraordinary, which may be levied, or become a lien or charge upon the Project Improvements or the leasehold interest except any such amounts payable on any property subject to a leaseback agreement. The Developer's obligation to pay such amounts would include real estate and possessory interest taxes, taxes upon rents, personal property taxes, privilege taxes, gross receipts taxes, excise taxes, parking taxes, business and occupation taxes, gross sales taxes, water charges, sewer charges, and environmental taxes and assessments of Nevada, the U.S. government or any agency thereof, or any other government body during the lease term.
- J. Indemnification and Hold Harmless:** UNLVRF and the Developer would agree to defend, protect, indemnify and hold harmless each other from all damages, liens and liabilities associated with their respective performance of the agreements related to the construction and operation of the project.
- K. Insurance:** The Developer would be required to maintain liability and casualty insurance as provided in the Ground Lease. The Developer and any lessees, at no cost to UNLVRF, would be required to insure their activities in connection with any agreement

relating to the HRRP and to obtain, keep in force and maintain insurance acceptable to UNLVRF.

- L. Mineral Rights:** UNLVRF reserves to itself the oil, gas and mineral rights of the site.
- M. Utilities:** The Developer would be responsible for paying all utility costs, including the cost of electrical power, natural gas, water, sewer and solid waste disposal, except as may be provided in the terms of any building lease back agreement. During the negotiation of the Ground Lease, consideration would be given to designing the project so as to facilitate possible connection to a central plant planned for future phases of development at the HRRP site, with UNLVRF selling utility service to the Developer at a current market rate congruent with utility regulations in effect at the time of contract award.
- N. Equal Opportunity:** UNLVRF is an Equal Opportunity institution. The Developer shall provide to UNLVRF a description of the strategy it utilizes to provide outreach for Equal Opportunity for small, local, women, disadvantaged, and disabled veteran owned enterprises as subcontractors.
- O. Guarantees and Warrants:** UNLVRF will require a personal guarantee to unconditionally guarantee payment and performance of each and every covenant, condition and obligation of the Developer under the Ground Lease pursuant to a personal guarantee agreement to be executed concurrently with the Ground Lease.

NOTICE

The Nevada Public Records Act limits UNLVRF's ability to withhold pre-qualification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that a developer or development team does not want disclosed to the public or used by UNLVRF for any purpose other than evaluation of the developer's or development team's eligibility, each sheet of such information must be marked with the designation "Confidential". UNLVRF will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

V. SELECTION PROCEDURE AND SCHEDULE

A bidder's conference will be held at 9:00 a.m. on **April 27, 2007**, at **UNLV Foundation Building (FND), Blasco Room, UNLV Main Campus** as shown on Appendix B. Questions regarding this RFP and notice of intent to attend the conference (with the number of persons that will attend) should be mailed to Jack Kelso at the address listed below by **April 20, 2007**. Failure to attend the bidder's conference will not preclude proposal submission; however, dissemination of information presented or discussed at the conference will not be the responsibility of UNLVRF. Each bidder is required to submit five (5) hard copies and one Compact Disc with PDF file(s) of its proposal response. Proposals must be mailed or hand delivered to the following and received before 4:00 p.m., **June 01, 2007**:

**UNLV, Research Foundation
Jack Kelso, Senior Director
8311 West Sunset Road, Suite 200
Las Vegas, Nevada 89113**

The Master Plan will be available at the bidder's conference.

As stated above, proposals are due by 4:00 p.m., **June 01, 2007**. UNLVRF will review all submittals and select several developers who will be offered the opportunity to present their proposals to a committee of UNLVRF legal, management, financial, planning and architectural specialists. Based on these interviews, information presented in the proposals, and any supplemental information data requested, a recommendation of the finalist will be submitted to UNLVRF Board of Directors for approval of the proposal which best meets the UNLVRF's needs. Upon Board approval, UNLVRF will then enter into negotiations regarding the Ground Lease, any lease back agreements and any other agreements reasonably necessary to carry out the intent of parties relating to the HRRP. It is anticipated that after negotiations are completed successfully, UNLVRF will execute the Ground Lease and related agreements in accordance with the following Proposed Schedule.

PROPOSED SCHEDULE

To be considered, the proposal must be received by UNLVRF by 4:00 PM, **June 01, 2007** at the Sunset Road offices, Suite 200. UNLVRF will not accept proposals received after the 4:00 PM deadline on the due date. Proposals should be submitted to Mr. Jack Kelso at the address listed above. A cover letter, which will be considered an integral part of the proposal, must be signed by an individual who is authorized to bind the proposer contractually and must certify that all statements in the proposal are true and correct. The letter must indicate the title or position that the individual holds in the firm and also must include the proposer's federal tax I.D. number. Responses to this RFQ should be clear, concise and organized into the four major areas described below:

STEP 1: DUE DATE: JUNE 01, 2007

A. Organizational Qualifications/Experience: Firms responding to this RFQ must provide detailed information that demonstrates their organizational ability to undertake a project of the magnitude described herein. At a minimum, the response to this RFQ must include the following:

1. Development Team: The proposed development team must be identified, including the legal nature of the business entity, all joint venture partners and the nature of their interests. The names and addresses of the principal members of the development team must be provided, including architects, engineering firm(s), space planners, construction manager(s), general contractor(s), major sub-contractor(s), financial consultants, and the hotel and health center facility operator/manager with complete resumes. The roles and responsibilities of each member of the development team must be clearly described and an organizational chart must be included.
2. Organizational Approach to the Project: The Master Plan should be reflected in the proposal. This includes coordination with the Master Plan, building site planning, building massing, landscaping, site development, and any other general planning consideration normally associated with a project of this size and nature. The organizational and management approach utilized by the development team in prior projects of similar scope must be outlined, as well as the proposed relationship with UNLVRF during the design and construction of the Project Improvements.
3. Experience: A summary portfolio for each principal member of the development team must be provided. The summary should focus on the development of federal agency, and other similar projects that are comparable in size,

complexity, quality and scope, including a list of all such projects started and completed during the past five years and identification of any joint venture partners. The proposal must include photographs and brief descriptions of the projects, including the date of completion, location, concept, land uses, size and construction costs; the name of the current owner of the project and the date of sale should be included if applicable. ***Submit all GSA federal project experience by the firm with reference contact names, addresses and contact number. References must be organized in such manner that illustrates the full scope of services provided for each project as described in Article I (Summary) above.*** The Developer will be required to use architects and other team members who are familiar with the design and construction of research facilities.

B. Financial Capability: The response to this RFQ must demonstrate clearly the Developer's financial capability; each proposal must detail previous experience in financing projects of similar nature and magnitude, bank and credit references, annual reports, percentage of ownership, statement of net worth and such other references as the Developer deems relevant.

C. Design:

Each proposal must include several examples of projects completed by the development team that exemplify the quality of workmanship, type of materials, and quality and nature of the mechanical and electrical systems that the developer will propose for this project.

D. Preliminary Schedule: In this step, the proposer must provide a schedule indicating at a minimum the estimated timeframes for the following: anticipated zoning process and site design, completion of design development and outline specifications; application dates for plan check by federal and local authorities, exclusive of review by UNLVRF; start of construction of shell; completion of construction of shell; start of construction of interior Project Improvements; and completion of Project Improvements.

STEP 2: PRESENTATIONS AND INTERVIEWS

A limited number of teams selected by UNLVRF will be invited to an interview process with UNLVRF to present refined proposals. Those developers selected for this phase will be provided more detailed information to complete the next step. In this phase, the each developer will provide an overview of its Step 1 package, make any corrections (due to shifts in team composition, fiscal abilities, etc.), and respond to issues raised by UNLVRF.

STEP 3: FINALIST SELECTION/NEGOTIATION

In this final step of this RFQ, the developer(s) or development team(s) that clearly demonstrate their ability to plan, construct and operate a quality master planned development shall be selected and enter into negotiations with the UNLVRF. In selecting the proposal(s) that UNLVRF deems to be in the best interest of UNLVRF, UNLVRF will take into account the following criteria, among others: (1) a high-quality master planning experience; (2) design, development, construction management, and operations capability and experience; (3) functional and conceptual program experience; (4) proposed business terms (land rent on ground lease, lease cost and option pricing/flexibility on the office leaseback); and (5) ability to finance the project.

The following conditions apply to all proposals submitted in connection with this RFQ:

- A. Notwithstanding any other provision of this RFQ, bidders are hereby advised that this RFQ is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UNLVRF reserves the unqualified right to reject any or all proposals for any reason.
- B. UNLVRF shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFQ at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFQ. UNLVRF, in its sole discretion, reserves the right to determine whether any bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal which best serves its programmatic objectives.
- C. All proposals shall be firm for a period of 180 days following the Step 1 proposal submission due date.
- D. Responses to this RFQ should be made according to the instructions contained herein. Failure to adhere to RFQ instructions may be cause for rejection of the proposal. A proposal which contains conditions or limitations set up by the bidder may be deemed irregular and subsequently rejected by UNLVRF.
- E. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFQ requirements will be UNLVRF's responsibility and its judgment shall be final.
- F. UNLVRF reserves the right to interpret or change any provision of this RFQ at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFQ. Such addendum will become part of this RFQ and

any resultant contract. Such addendum shall be made available to each firm which has received an RFQ. Should such addendum require additional information not previously requested, a bidder's failure to address the requirements of such addendum in the final proposal response may result in the proposal not be considered.

UNLVRF has, at its sole discretion, the unconditional and unqualified right to determine whether a time extension is required for submission of proposals, in which case, a written RFQ addendum issued by UNLVRF shall indicate the new submission date for proposals.

- H. Prior to the final submission date, bidders may retrieve their proposals to make additions or alterations. Such retrieval, however, shall not extend the final submission date.
- I. Firms wishing to submit proposals in response to this RFQ do so entirely at their own expense, and submission of a proposal indicates acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise.

END OF RFQ