



**PURCHASING DEPARTMENT
BUSINESS CENTER SOUTH
NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV")**

**REQUEST FOR PROPOSAL 579-KO
FOR ON-SITE BANKING BRANCH SERVICES
AND CAMPUS ID CARD BANKING SERVICES**

RELEASE DATE: Tuesday, July 2, 2013

**NON-MANDATORY PRE-BID
MEETING AND SITE WALK:** Tuesday, July 16, 2013 @ 10:00 AM local time
Student Union Room 115

LAST DAY FOR QUESTIONS: Monday, July 22, 2013 by 5:00 PM local time

LAST DAY FOR ADDENDA : Thursday, July 25, 2013 by 5:00 PM local time

OPENING DATE, TIME and LOCATION: Tuesday, August 6, 2013 @ 3:00 PM local time

SUBMITTAL LOCATION: University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, **one (1) original and three** electronic copies on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

Kelly Owsley, Purchasing Analyst
Kelly.Owsley@unlv.edu
Phone: (702) 895-4385
Fax: (702) 895-3859

Companies wishing to do business with UNLV must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to Supplier.Registration@unlv.edu.

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SECTION A **INTRODUCTION**

1. PURPOSE OF REQUEST

UNLV invites interested parties to submit a Proposal to provide on-site banking branch services and campus ID card banking services. The Contractor will provide an on-site banking branch in the UNLV Student Union and partner with UNLV's RebelCard office in providing banking functionality to the Campus ID Card. In addition, the Contractor will be allowed one ATM at the on-site branch location. The initial term of the contract will be five (5) years with the option to extend for an additional five (5), one (1) year renewals by mutual agreement of both parties. Alternate lease terms and possible revenue share proposals will be entertained as part of the process. These alternative options should be addressed separately from what would be proposed based on the lease term of five (5) years with the option to extend for an additional five (5), one (1) year renewals. Proposers may submit multiple Pricing/Royalty Fee Responses to show the difference in financial impact for various lease terms. This RFP does not include any other banking services. UNLV maintains separate agreements for various other banking services required by the campus.

2. UNIVERSITY OF NEVADA, LAS VEGAS

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip.

3. TERMINOLOGY

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	"Contract" is the final agreement with the Contractor.
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form,

acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.

ROYALTY OR PRICING
RESPONSE FORM

Proposer form submitted in Section E defining the royal percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to UNLV ("UNLV Royalty Fee").

GENERAL TERMS
AND CONDITIONS

By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).

UNLV

University of Nevada, Las Vegas

NSHE

The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.

BOARD OF REGENTS

The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.

COMPANY(IES)

"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.

SECTION B

SUBMISSION INSTRUCTIONS

UNLV invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: <http://go.unlv.edu/purchasing/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- o) All Proposers, by signing the **RFP Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

2. EVALUATION OF PROPOSALS

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on

each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

- c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
1. Experience and References	30
2. Proposed Services	30
3. Implementation	30
4. Operational and Management Plan	30
5. Revenue/Cost	80
Total Possible Points	200

1. Experience and References

The Proposer should provide the following information about his/her company so that the University can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The University, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer's outline of the company's background should include:

- A. The length of time the company has been in business, and how long the company has been in the business of providing campus branch services and campus card services banking to public and/or higher education institutions. Indicate how much money your company invests annually in research and development for the proposed system.
- B. A brief description of the company (e.g. past history, present status, future plans). Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the firm. List companies with which you have "partnership" arrangements.
- C. Provide a statement of qualifications describing the firm's knowledge and experience in campus branch services and Campus Card Banking services.
- D. Describe if the firm has had a contract terminated for default in the past five years. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the parties' name, address, and telephone number. Present the firm's position on the matter. The University will evaluate the facts and may, at its sole

discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.

E. Organizational status

- If your firm is currently for sale or involved in any transaction to expand or to become acquired by another organization, please explain.
- If your firm has been involved in any reorganization, acquisition, or merger within the last three (3) years, please explain.
- Have any complaints or lawsuits been filed with state or federal agencies, or in the courts of the State of Nevada, against your institution where the alleged violation was directly related to ATMs, branch services and/or ID card financial related services? If so, describe the circumstances and the outcome, including the names and the docket number of the case.

F. Provide a listing of comparable clients for which the Proposer has provided services similar to those listed in RFP. Select four clients from the list (preferably of equivalent size to The University of Nevada Las Vegas, and also representing a mix of long-standing and recent clients) who may be contacted for references. The reference list is to include company name, contact person, telephone number and e-mail address, project description, length of business relationship and background of project (including the year of project, summary of work performed, and any other relevant information).

Furnishing incorrect or incomplete reference information may lead to the Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of The University and shall not be subject to appeal.

G. Please provide the following:

- a. Total annual budget of your organization in support of campus debit card programs.
- b. The number of campus debit card programs currently implemented.

H. Provide your institution's audited financial statements and annual report for the past two (2) years. A link to a website that contains the required statements is acceptable.

2. Proposed Services

A. Account Features and Card Linking

1. Please provide detailed account offering information for students.
2. Would the account offering be different for students than for faculty and staff? If so, please provide the detail for each group separately.
3. Describe services to be offered to international students. Can transactions be conducted globally?
4. Will the bank account privileges continue for the account holder after termination of the sponsoring arrangement? What will be the process of termination?
5. Describe other unique or creative services your organization will provide to enhance the product offering and service. Identify future enhancement possibilities that would keep the program vibrant and interesting to the University.
6. Describe how accounts will be opened and cards linked.

7. How is the Personal Identification Number (PIN) established?
8. How quickly can cards be activated for account access?
9. Describe the process you would implement for lost/stolen cards. Cardholders must be able to report a lost card and have it deactivated 24 hours/day, 7 days a week, via a 1-800 number.
10. Successful Proposer must assist UNLV in planning and project management related to the card program. Explain how this will be done.
11. Provide detailed plan for how you would provide an ID card that combines a student ID (RebelCard) with a credit/debit card containing a Visa or Mastercard logo that meets the requirements as outlined in the Scope of Work.
12. Provide detailed plan for how you would provide an ID card that is a ATM/PIN based debit card that meets the requirements as outlined in the Scope of Work.
13. Discuss Proposer's capabilities with regard to card emulation mode on smart phones in the future that would allow smart phones to act in place of an ID card.
13. The Successful Proposer should assist in educating the student body and employees on Financial Wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future. Please describe your philosophy and plans to meet this criteria. What kinds of educational financial seminars could you offer to students and employees?
14. Discuss how you plan to keep student and staff information secure? Discuss your procedures and policies for keeping information secure.

B. Electronic Banking

1. Identify your secure internet banking capabilities (i.e. On-line bill payment, on-line funds transfer, on-line statements, etc.) Provide details regarding any E-Disbursement services you offer students (i.e. student financial aid refunds to student bank account)
2. Are the Internet banking capabilities identified real-time? If not, what is the settlement time?
3. Are these Internet capabilities available 24/7?
4. Please describe the availability of your ATMs in close proximity to the UNLV campus and their features. The ID card ATM feature must allow Broad access to an ATM network internationally, with the ability to use Customer selected PIN numbers.
5. Provide information on all services available through your ATM machines.
6. Parents need to have the ability to wire transfer funds directly into their student's checking account. Explain this procedure.
7. Would the bank be able to electronically accept weekly transfer of refund from University student accounts to authorized recipient debit card accounts?
8. Successful Proposer must be able to accept daily electronic direct deposits of university employee paychecks and other employee reimbursements to authorized recipient debit card accounts. Explain this procedure.

C. Reports

1. The University will expect to receive reports on a monthly basis. Please provide examples of ongoing reports the bank will provide related to the Debit Card program.

D. Marketing

1. Provide a detailed marketing plan for the first 3 months of service. Provide an outline of a proposed marketing plan for ongoing operations for banking services and ID card program. Describe the marketing support you will provide the University to encourage acceptance and use of accounts, both on an initial and on-going basis. What type of marketing will you supply?
2. Describe new and innovative promotions and informational opportunities you would offer on campus.
3. What assistance would you provide in marketing the Debit/ATM CARD Capability to off campus vendors?
4. Provide evidence as to the fact that Proposer is a national or state branded company (if applicable). Include a statement of national advertising dollars spent in the past three fiscal years as well as dollars spent in the state of Nevada (if applicable).
5. Provide information and associated costs regarding Proposer's national/regional/ local advertising program including examples of newspaper ads and/or publications, along with the marketing/advertising program information (if applicable).
6. Provide Proposer's customer service philosophy, including information on training programs which address customer service. Also included will be the Proposer's methods of measuring the level of customer satisfaction and responding to customer suggestions and complaints.

E. Future Vision

1. What is your organization's vision of the future of a campus one-card program? How will this vision benefit the University and ID Card program?

3. Implementation

- A. Describe the nature of the support team that would assist the University in implementing the program and assist with ongoing marketing efforts. Explain how many individuals will be involved in the support and their areas of expertise.
- B. Provide a detailed transition plan and timeline outlining the responsibilities of the various parties to introduce your product to the University.
- C. Will there be any connectivity between the University ID Card Office and the financial institution? If so, explain the nature of the connectivity and the University's responsibility for telecommunications and/or systems development? Be sure to outline requirements for University data that will need to be shared with the financial institution.
- D. Describe levels of technical and customer service support, including methods of contact, resolution.

- E. Provide a detailed project build-out time schedule inclusive of all architectural, design, and construction needs; photos of the store front; and color selection, signage and utility requirements, etc.
- F. Provide a list of all equipment, furnishings, uniforms and signage that are proposed to be used along with its specifications, including utilities, voltage, plumbing, amperage, water/drains, etc.
- G. List proposed construction contractors and architects. Contractors and architects must have all appropriate licenses as required by the State of Nevada and obtain proper insurance. Contractors and architects shall be subject to the prior approval of UNLV. The Proposer shall ensure that there is labor harmony with other trades during the construction process.

4. Operational and Management Plan

- A. Provide a staffing proposal for the branch facility detailing the minimum number of employees and the maximum number of employees at peak times and at the slowest times.
- B. Discuss Proposer's ability to use student employees.
- C. Provide a list of company principals and resumes of key administrative/support and on-site management personnel. Provide information on each personnel's experience and specific role in the management and operation of the branch and card program. Provide a single-point managerial-level contact person dedicated to the University during the term of the resultant contract and any succeeding renewal or extension. This person's duty shall include, but not be limited to, coordinating all requirements and be the point of contact for any problem/questions which may arise; meet periodically with University personnel; and research information and deliver special reports as needed or directed by the University. All Proposers must include this contact person's name, qualifications and level of involvement.
- D. Discuss Proposer's ability to participate in UNLV Student Union building-wide occupant training and management meetings.
- E. Provide the intended hours and days of operation for the periods listed in this proposal. This should include standard weekly hours during fall, spring and summer sessions. Also include hours proposed for any school break: e.g. winter (the University is closed Christmas through New Year's day), spring and summer hours. Keep in mind that the University would prefer the retail operations' hours be as closely aligned with the UNLV Student Union's hours as feasible.
- F. Provide information on any programs and/or actions which demonstrate Proposer's commitment to education. The Proposer will include a listing of any institutions, including the name, telephone number, and e-mail address of the contract administrator, where such programs are in effect or where such actions were taken.
- G. Provide proposed plan for keeping premises clean and well maintained.
- H. Describe your organization's business continuity and disaster recovery plan in the event of disaster or equipment failure at your primary processing site(s).
- I. Describe your local back-up and/or redundant systems. What is the method of backup, how frequently is the system backed up, is there any loss of service time while backup is processing, and what time of day is it performed?
- J. Describe your data back-up capabilities in case of a complete site failure. How often are they tested?

- K. Describe the last time the use of your data back-up system was required, the circumstances and the length of time the back-up system was in use.
- L. What is the expected recovery time frame to become operational should a catastrophic event occur?
- M. The Proposer must clearly demonstrate and provide documentation substantiating that they are compliant with banking industry regulations (for example member of the FDIC or PCI compliance for credit/debit card transactions). The University reserves, solely, the right to reject any proposal if the evidence or references submitted by such Proposer fails to satisfy the University that said Proposer is properly qualified in any of these areas. It shall not be the responsibility of the University to request additional information to satisfy these requirements, if such information is not provided with the submitted proposal.
- N. Describe your transition plan for vacating the premises upon expiration and termination of the contract.

5. Revenue/Cost

Complete Section E Pricing/Royalty Fee Response Form. Technical and Price/Royalty proposals must be submitted in separate, sealed envelopes. Note: no royalty/cost information is to be included in the Offeror's technical proposal. The Technical and Cost proposal envelopes should be submitted together in a single sealed package/envelope

3. LATE PROPOSALS

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals 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 Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

4. PUBLIC OPENING OF RFP's

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

2. WITHDRAWAL OF PROPOSAL

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of the Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to Proposer. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple vendors.
- c) The initial term of the Contract will be **five (5)** year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional **five (5), one (1) year** renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.

- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE/ROYALTY RATE**

If a successful Proposer fails to furnish any item at the price specified in this RFP or at the price/Royalty Rate provided, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director of Purchasing UNLV, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Proposer must ship goods using UNLV FED EX account number. Prices submitted must not include freight.
- b) Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Proposal.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNLV check is mailed.

14. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise

thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the protestant wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director of Purchasing. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

15. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (*MWDBE*) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:
 - (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
 - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
 - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract.

The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected

disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

(6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.

b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.

c) All electronic equipment UNLV purchases 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 UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.

b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.

c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

SECTION D

SCOPE OF WORK/SPECIFICATIONS

Objective:

The objective of this RFP is to award a contract to one Bank to provide an on-site banking branch and to partner with UNLV's RebelCard office in providing banking functionality to the Campus ID Card. Currently, the University of Nevada Las Vegas has two separate contracts for these services. US Bank is UNLV's on-site banking branch contractor and currently leases a retail space in the UNLV Student Union, while Wells Fargo is UNLV's banking contractor for UNLV's Campus ID Card "RebelCard." The contract awarded as a result of this RFP will replace these agreements. UNLV is looking for one Bank to work with our RebelCard office and Student Union facilities team to create a welcoming, seamless and convenient banking environment for UNLV faculty, staff and students. It is UNLV's expectation that the Bank will move into the space on the first floor of the Student Union that is currently occupied by US Bank. A floor plan for this proposed space can be found in Exhibit A.

UNLV shall not lease any retail space for a bank branch in the UNLV Student Union Building to any other bank or financial services company that is in direct competition with Bank for banking services during the lease term. This shall in no way limit or restrict UNLV's ability to lease space for ATMs in the Student Union to other banks in competition with Bank, nor limit UNLV's rights to rent tables or kiosk space or allow marketing or promotional banners or any other marketing rights of UNLV.

- Bank to occupy the existing improved space of approximately 676 square feet (Exhibit A)
- UNLV shall deliver the premises to Bank in accordance with the terms and conditions of the definitive lease agreement and the following conditions:
 - Floors: Floors are slab on grade and currently have carpet and Vinyl Composition Tile.
 - Walls and Doors: All walls in space have been finished out with metal studs and drywall. There is a glass store front on the east side of the space and a service door on west side. The space has one main retail area, an open office area, a private office area, a service window/room and a storage room.
 - Signage & Security: Bank's signage shall be installed in accordance with Bank's standard design. Font shall be Bank's choice. Bank is responsible for costs associated with the installation and monitoring of security of the space (locking, alarm, and security camera system). Bank shall be required to utilize security systems that are compatible with and integrate with existing UNLV security systems within the building. Any additional security systems shall be approved by UNLV personnel.
 - Water: Water lines have been brought to the space for the HVAC units that are located above ceiling. There are additional lines subbed out into the space for future units if needed. Existing lines are two inches (2") in diameter with an accessible shut-off valve to be located within the Premises. Water pressure at pipe stub is between 35 psi and 60 psi.
 - Gas Service: Gas service is not provided.
 - Sewer: A sanitary waste line connected to a governmentally approved sanitary system shall be stubbed to a point directly below the Premises. Sanitary sewer service main line shall be of four inch (4") minimum diameter and shall be located beneath the slab and/or grade of the Premises.
 - Vent: No vent pipe is provided.
 - Electrical: Electrical service has been brought to the space and the space is on its own sub panel. There is additional power if needed. There's the ability to utilize three (3) 20 amp, 3 phase, 120/208 volt electrical circuit breakers located in the service panel situated in Room 133 of the Building.
 - Fire Protection: The space contains sprinklers and fire extinguishers are provided. Servicing of existing fire extinguishers is the responsibility of Bank. The current

extinguishers in the space require servicing to be compliant and must be serviced before the space can be occupied.

- HVAC: There is an existing HVAC system in place in the space. The existing system is tied into the overall building system. There are two thermostats in US Bank. The first thermostat controls the front main customer space and appears in the Student Union Siemens control system. The second thermostat is located in the back office, but does not show in the Siemens control system. However, it is tied into the building system, the graphics were never loaded into the Siemens graphics software. This second thermostat will need to be adapted so the air temp can be centrally managed like the first thermostat. The costs associated with making modifications to the current HVAC system design shall be the responsibility of Bank.
- Equipment provided in space includes: A Chilled (3/4") and heating (3/4") hot water valved and capped above the ceiling with the Premises. VAV with independent thermostat currently configured as part of HVAC system. Return air duct stubbed to space. Heating and cooling equipment (4-pipe above ceiling ducted fan coil) all associated distributing system (ductwork, air devices, etc.) and all related controls.
- Telephone: Phone and data service has been brought to the space. This is currently a VOIP system that connects to the main building system.
- Fire Alarm: A fire alarm system and code compliant smoke detector is present in the space and is integrated into the main building system.
- Fees: Bank shall pay all water, sewer connection and other utility connection fees and any other fees incurred by UNLV during the connection of utilities to the space.
- Storage: All storage shall be contained within the Premises.
- Restrooms: The Premises shall not contain a restroom. Bank and its employees shall use the Building's public restroom facilities. Requests for restrooms within the Premises shall be at Bank's expense.

Bank Requirements:

- Bank shall be solely responsible for all employee compensation and ensure that all employees comply with all governmental rules. All Banks will comply with all current and future Federal, State and local laws and regulations pertaining to wages and hours of employment.
- Bank shall maintain an adequate staff of employees to provide efficient, prompt and courteous service.
- UNLV reserves the right to require Bank's staff to participate in building-wide training and team building programs.
- Bank must be willing to reassign any employee from direct contact with customers when requested to do so by UNLV, provided that such request shall be made only on the grounds that continued employment resulting in contact with customers would be detrimental to UNLV's public relations. UNLV may also ask Bank to remove any employee from the site for cause, if due notice is given to Bank by UNLV.
- UNLV requests that whenever possible Bank hire UNLV students as part-time help.
- The proposed design shall be subject to the UNLV's approval and must meet UNLV Planning and Construction standards. These standards may be found on UNLV's web site and are incorporated by reference herein.
- Other Requirements of the Bank are included in the Retail Lease Agreement (Exhibit C) and Minimum Contract Terms (Exhibit D).

Services Provided by Bank – should include but not be limited to:

Banking Services:

- Full-service banking options including mortgage services, loans and lines of credit
- Checking accounts for students/employees, including deposits and withdrawals. Free debit card EFT-POS (electronic funds transfer at point-of-sale) transactions through a nationwide network (maximum may be set for number of free transactions per month).
- No minimum balance required in student/employee checking accounts.
- Free bank by Internet and toll-free number capability.
- Acceptance of direct deposit of student/employee payroll checks. This includes, but is not limited to, Direct Deposit of financial assistance, overpayments, or student and employee payroll.
- Ability for students or employees with Bank's checking accounts to utilize the Web to transfer funds from their checking accounts into University Funds, the on-campus debit account. This service will be available twenty-four (24) hours per day, seven (7) days per week. Such funds would be immediately available for use.
- Ability to establish accounts during on-campus events, such as Summer Orientation
- Bank shall assume financial liability normally associated with checking account, ATM, debit card and POS transactions, lost and stolen cards.
- Bank shall handle lost/stolen cards on an immediate basis, 24 hours a day, 7 days a week. A toll free number shall be provided at no cost to UNLV.
- UNLV will have no liability for fraudulent use related to the cards or accounts.

Automated Teller Machines (ATM) Services and on-campus locations:

- ATM (Automated Teller Machine) transactions must be available through a nationwide network.
- ATM locations on campus are approved by UNLV. Per this contract, Bank will be allowed one ATM within the premises of the on-site branch or on the storefront of the branch premises.
- Installation of equipment shall be the responsibility of Bank.
- Equipment shall be current production models and appropriate to the required services. All equipment must be handicap accessible, meeting all ADA requirements and be qualified to maintain a ninety percent or better service time.
- Installation of equipment shall be the responsibility of Bank. Specifications for installation and any services required from UNLV must be stated. UNLV will prepare the selected location for installations of the machines at Bank's expense. Final connections and installations are to be made by Bank.
- Bank shall maintain and service the installed machines/equipment. The service personnel will observe all regulations in effect at the UNLV.
- Bank shall be responsible for damage or loss to equipment or contents due to vandalism, robbery, or any other actions or cause. The UNLV will cooperate to the extent it deems feasible in guarding against such occurrences.
- NOTE: Bank shall not be granted the exclusive right to provide ATM services on campus. UNLV currently has a contract in place with Bank of America to operate four ATM machines on campus.

RebelCard Services & Tech Specifications:

Bank will provide the ability to "link" the UNLV ID cards to bank accounts of the contracting financial institution. The linked UNLV ID cards shall have the capability to be utilized at ATMs and Point of Sale (POS), in order to allow faculty and staff to pay for traditional goods and services on and off campus with funds directly from their FDIC insured checking account. The card will be a check card. UNLV will accept proposals on both debit card/check cards only and/or credit/debit cards bearing Master Card or Visa logos. If UNLV chooses to go with a debit card, the card will be UNLV produced. UNLV will print

the contracted Financial Institution's logos on the back of the ID card in black. In the event that UNLV decides to go with a credit/debit card bearing a Master Card or Visa logo, Bank would be required to pay for and produce the card.

ID Card System – Current Functionality:

The UNLV ID card is only provided to currently registered students or current employees and serves the following functions in addition to official identification.

- Campus Debit Account (RebelCash) is a stored-value account that will be used by holders to purchase items on and off campus such as food, books and other services. The RebelCash Account will also be used to pay for on-campus vending machines, laundry, copy services, tickets and numerous other campus privileges. Students currently use their cards at all food service locations on-campus (retail, dining commons and POD convenience stores), vending machines, laundry (Residence Halls), copier machines throughout campus, and the bookstore. The account is linked to track II of a magnetic stripe on the back of the card and when making purchases the amount is automatically deducted from the pre-deposited funds. Some advantages of the Campus ID Debit Account are that it is convenient, safe and accepted on campus. The account can be activated by making a deposit via check, credit/debit card by mail, telephone or in person at the campus Cashier's Office.
- Roughly 27,000 students and 3,000 staff use the ID Card in some form (door access, meals, library).
- Meal Plan is a declining balance account that all resident hall students are required to have and is separate from RebelCash. Residents use their UNLV ID card to access the meal plan and eat at any of the UNLV dining areas.
- The Libraries are a major user of the ID card. ID cards must be presented to use Library services. The UNLV Libraries use readers connected to the Library's information system for book checkout. Book checkout would use the barcode on the back of the card. Track II on the magnetic stripe would be linked to the RebelCash account for printing and copying.
- The UNLV Book Store also accepts RebelCash account linked to the magnetic stripe for purchases in their area.
- The on-line Blackboard Transaction System is a Unix based system. The system has been installed since 2001. Plans are underway to upgrade the Current Unix platform to a Windows based platform in the next year either through Blackboard or another campus card system. NOTE: Bank will be responsible for following UNLV card system standards. All cardholder information and images are stored centrally on the server. The Datacard card production stations are networked to the central server.
- Other areas will be brought on line with the Blackboard or other campus card system as the program progresses.

ID Card Specifications:

The card must be compatible with nonproprietary American National Standards Institute (ANSI) CR-80 size (2.125" X 3.375") the width is 2.125" (plus/minus .002") UNLV will use a standard American Banking Association (ABA) Track II 2750-Oersted high-coercivity magnetic stripe encoding. The Track II mag stripe contains 50 characters. The magnetic stripe on the proximity card is also a 2750-Oersted, high-coercivity stripe, which meets ABA standards. This card will be encoded on track two for both the banking and customer number. All cards must also be NFC (Near Field Compatible) Smart Cards. The NFC Card technology currently being considered is a FeliCa type card.

UNLV has its own ISO banking number (628007) from the American National Standards Institute to prevent future re-carding in the event either party withdraws from the program. Bank will need to be able to recognize this number, define the number of digits required and placement of the number on the magnetic stripe for their use.

UNLV currently uses a Datacard SP75+ ID Card printer. The cards are 54 cents each for DL Pre-

Printed Cards. Actual printing cost with materials and labor is roughly \$10.00 each.

ID Card Objectives:

- Provide students with banking services through their ID card.
- Facilitate banking transactions using ID cards as an ATM and Debit/VISA card.
- Educate students on financial management.
- Produce revenue support for ID card program.
- UNLV is moving in the direction to use NFC cards for door access and possible use with vending machines within the next two years.

ID Card Other:

Currently a combination of Blackboard and Datacard ID Works is used to produce the UNLV ID Cards.

Marketing:

- All marketing and promotional/advertising programs that use Bank's trademark, service mark or other proprietary mark used by UNLV are subject to approval by the UNLV prior to implementation.
- Bank needs to obtain the UNLV's approval for any use of any UNLV name or logo. There may be a charge for use of UNLV logos.
- With Bank's approval, UNLV reserves the right to use Bank's logo in selected UNLV publications.
- Bank shall obtain approval from UNLV for the placement of any signs, trade fixtures, decorations, lettering or advertising matter on or about the premises and shall maintain such signage in good condition. Any such fixtures shall be removed from the premises at the completion of the contract at Bank's expense.

Financial Wellness Programs:

Bank shall assist in educating the student body and employees on Financial Wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future.

Insurance Requirements

Bank shall comply with the Insurance requirements as provided in Exhibit C.

SECTION E
PRICING/ROYALTY FEE RESPONSE FORM

Bank shall pay a fixed basic rent plus any additional royalties, bonuses, etc. proposed. The minimum rental income level needed to submit a proposal is **\$35.00** per square foot annually. This low initial square footage is in recognition of some slower time period (i.e. winter, spring and summer breaks). The definitive lease agreement will be "triple net lease" (utilities/insurance/taxes) for Bank. Bank is responsible for all applicable taxes. Base Rent (as defined in the Sample Lease) will commence at the beginning of the first full month of occupancy.. Both minimum guaranteed rent and percentage rent will have tiered increase of 3% per year over the term of the lease agreement.

1. Provide the proposed rent over first five years of the contract and any renewals.
2. Potential Royalty Revenue to University of Nevada, Las Vegas
 - a. Please show in detail all royalty and ATM revenues to the University of Nevada, Las Vegas related to the services proposed in this RFP (per card royalty and/or penetration percentage royalty).
 - b. Is there a minimum guaranteed level of royalty revenue sharing?
 - c. Please describe any financial support for re-carding students/employees who possess existing ID cards, to include the ISO number on the ABA magnetic stripe.
 - d. Please show the difference in potential revenue to a partnership for UNLV between an ATM Debit Card versus a Visa or Mastercard Check Card for a partnership.
 - e. Please detail out initial signing bonus provided to UNLV at the signing of contract. The signing bonus will be split between the UNLV Student Union and Rebel Card offices.
 - f. Provide any other revenues to UNLV (i.e. additional financial incentives, support of scholarships and UNLV programs).
 - g. Provide a list of any proposed UNLV Amenities/Commission/Revenue Sharing (i.e., annual contributions, lump-sum contributions, in-kind gifts of contribution, transaction revenue sharing, etc.)
3. Provide a pro-forma income statement including projected sales, expenses by category and projected profit for the first five years of the contract. Provide details regarding the basis and assumptions on which these projections were calculated.

4. Direct Costs to the University of Nevada, Las Vegas

Please provide in detail any potential costs to the UNLV for the services proposed in the above sections of this RFP.

5. Costs to Customers

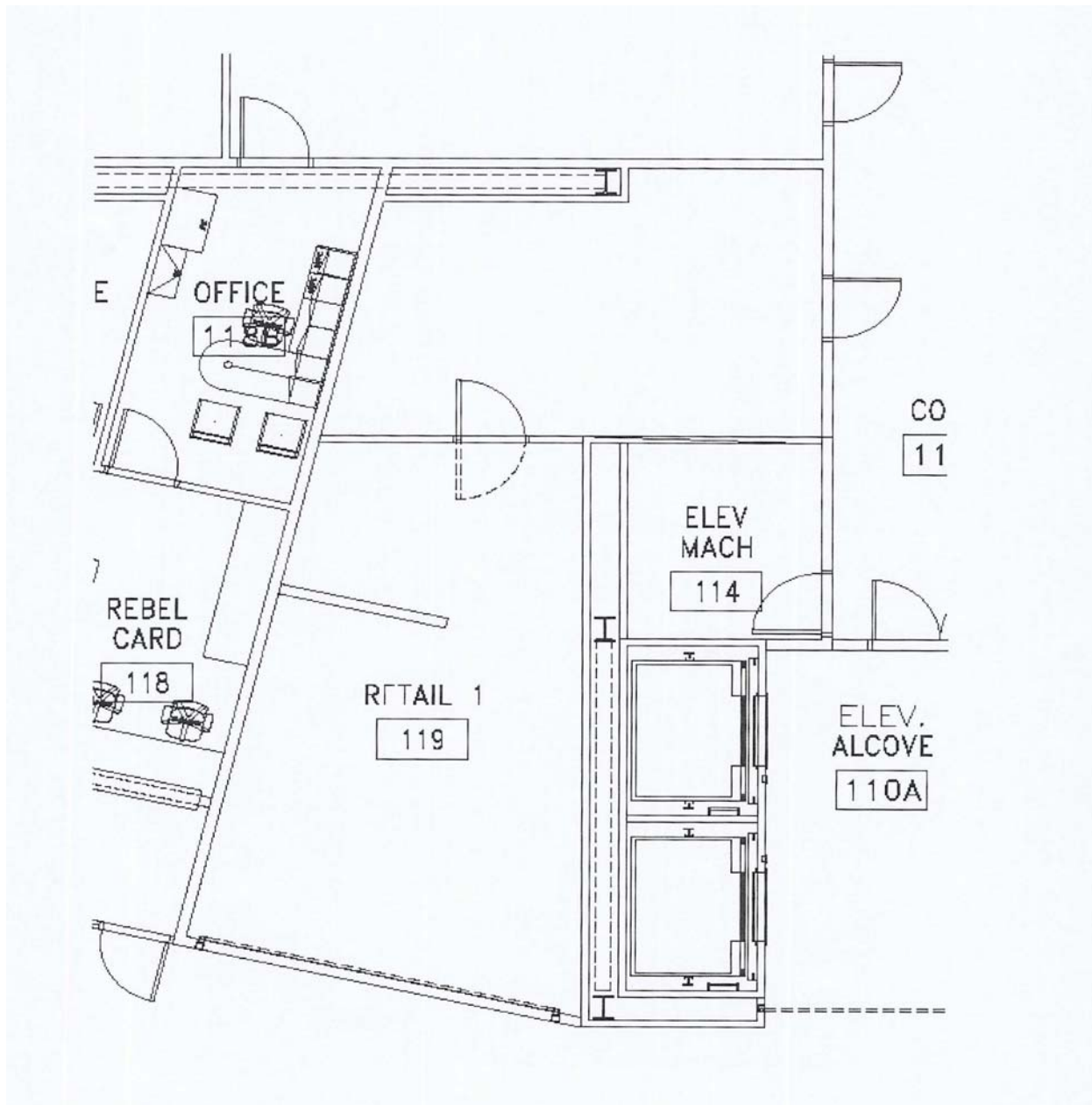
- a. Include a detailed listing of any fees/charges for banking services.
- b. List any fees charged to users of your ATM machines.

- c. Provide a list of any other costs to customers.

6. Investments in Training & Marketing/Advertising

- a. Provide information on costs spent on existing or proposed training programs for your staff which addresses customer service.
- b. Provide statement of national advertising dollars spent in the past three fiscal years, as well as dollars spent in the state of Nevada (if applicable).
- c. Provide information on proposed expenditures on annual marketing/advertising programs and related expenses that are national, local and University specific.

EXHIBIT A
Floor Plan of Proposed Space





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$500,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$500,000
	PROFESSIONAL LIABILITY (IF APPLICABLE)						PER CLAIM \$500,000
							MINIMAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Board of Regents
Nevada System of Higher Education
4505 Maryland Parkway
Las Vegas, NV 89154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit C



CONTRACT NO. _____
Retail Lease Agreement

This Retail Lease Agreement (this "Agreement"), is made effective as of _____ (the "Effective Date") by and between _____ ("Bank") and the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV" or "UNLV" or "University").

WITNESSETH:

WHEREAS, Bank desires to lease space within the UNLV Student Union for the purposes contained herein; and

WHEREAS, UNLV and Bank are concurrently entering into a Campus ID Card Banking Services contract ("ID Card Contract").

NOW, THEREFORE, subject to approval by NSHE and the successful negotiation and execution of a related ID Card Contract, UNLV and Bank agree as follows:

1.0 Definitions:

1.1 The term "Campus," whenever used herein, means the UNLV Maryland Campus located at 4505 Maryland Parkway, Las Vegas, NV 89154 and all property and improvements contained within its boundaries at the date of this Agreement or at any other future date during the term of this Agreement.

1.2 The term "Environmental Laws," whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other applicable federal, state or local agencies, including, but not limited to, the following as amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)

TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN AIR ACT (U.S.C. Section 7401 et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

UNIFORM FIRE CODE, 1997 Ed. (Sections 79 and 80)

SANITATION (Nevada Revised Statutes, Chapter 444)

NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)

HAZARDOUS MATERIAL, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) (29 CFR, Sections 1910 and 1926)

and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the federal, state or local government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, (including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons "cfc"), ambient air, ground water, surface water and land use, including sub-strata land. Both parties acknowledge and agree that that UNLV is subject to local, federal, and state government laws, rules and regulations including State of Nevada Public Works Board rules and regulations as may be applicable to the Premises, and Bank agrees to comply with the foregoing.

1.3 The term "Hazardous Material(s)," whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following laws and regulations (which shall include all present and future amendments or regulations promulgated thereto):

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et. seq.)

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101)

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all substances, materials and wastes that are or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are federal, state or local. Bank recognizes that UNLV is subject to certain local, federal, and state government laws, rules and regulations as may be applicable to the Premises (as defined below) or the Building (as defined below), or the use of the Premises or Building, and Bank agrees to comply with all such laws.

1.4 The term "Release," whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Materials as defined hereinabove.

1.5 The term "Premises," whenever used herein, means that certain retail space located within the UNLV Student Union Building on the UNLV Campus, consisting of approximately 676 rentable square feet as described in Exhibit "A," which is attached hereto and incorporated herein by this reference. A floor plan of the Premises is shown on Exhibit "B," which is attached hereto as incorporated herein by this reference.

1.6 The term "Building," whenever used herein, means the UNLV Student Union Building.

2.0 Premises:

For and in consideration of the promises, the covenants and agreements herein contained and other valuable consideration, Bank does hereby hire and take from UNLV and UNLV does hereby grant to Bank the Premises upon the following terms and conditions.

3.0 Term:

3.1 The initial term of this Agreement shall commence as of _____ and remain in effect until the expiration of the initial term of the contract executed by the parties for an ID Card Contract, unless otherwise terminated in accordance with this Agreement (the "Initial Lease Term" or "Lease Term"). After the Initial Term, the parties may renew this Agreement for five (5) additional one-year terms for up to a total of sixty (60) additional calendar months ("Renewal Lease Term(s)" or "Lease Term(s)") based on mutual written agreement by UNLV and Bank at least three (3) months prior to the end of the applicable Lease Term. Notwithstanding the foregoing, the parties may agree in writing to renew the Lease Term less than three (3) months prior to the end of the Lease Term, and by doing so waive the three (3) months requirement for renewing that Renewal Term only. It is anticipated that the ID Card Contract will have an initial term of five (5) years, and may be renewed by mutual written agreement of both parties for five (5) additional one-year terms thereafter. In the event that the ID Card Contract is not executed by _____, this Agreement will automatically terminate _____, or as otherwise agreed to by the parties in writing.

4.0 Governing Law:

Bank and UNLV agree that the laws of the State of Nevada and the United States of America shall govern the validity, construction, interpretation and effect of this Agreement, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and UNLV expressly consents to the jurisdiction of said court.

5.0 Consideration:

Throughout the Lease Term, Bank shall pay to UNLV all of the following amounts, collectively referred to herein as the "Rent". All Rent shall be in US dollars.

5.1 Rent. UNLV reserves and Bank agrees to pay as rent for the Premises without notice or demand (except as set forth in 23.2.1.1), to UNLV an annual rent of _____ subject to Section 5.2 below ("Rent") payable to UNLV in the amount of XXXXXXXX Dollars (\$XXXX) subject to Section 5.2 below in advance on the first day of each month commencing on _____ ("Payment Effective Date"). If any month of the Lease Term or any extension thereof is less than a full calendar month, the rent for such month shall be prorated according to the number of days in that month.

5.2 Rent Increase. The Rent shall increase by three percent (3%) upon the annual anniversary of the agreement Payment Effective Date. The following chart states the Rent amounts for the Lease Term, which includes the annual three percent (3%) increase.

Rent amounts are as follows:

Lease Year	Annual Rent	Monthly Rent	Square Footage	Monthly Rent Price per Square Foot
Year One	XXXXXXXX	XXXXXXX		
Year Two	XXXXXXXX	XXXXXXX		
Year Three	XXXXXXXX	XXXXXXX		
Year Four	XXXXXXXX	XXXXXXX		
Year Five	XXXXXXXX	XXXXXXX		
Year Six	XXXXXXXX	XXXXXXX		
Year Seven	XXXXXXXX	XXXXXXX		

Year Eight	XXXXXXXX	XXXXXX		
Year Nine	XXXXXXXX	XXXXXX		
Year Ten	XXXXXXXX	XXXXXX		

5.3 Late Charges. Bank hereby acknowledges that late payment by Bank to UNLV of Rent and other sums due hereunder will cause UNLV to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on UNLV by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sum due from Bank shall not be received by UNLV or UNLV's designee within ten (10) days after such amount shall be due and after UNLV provides written notice to Bank, Bank shall pay to UNLV a late charge equal to ten percent (10%) of monthly Rent for each day that payment is late, unless otherwise prohibited by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs UNLV will incur by reason of late payment by Bank. Acceptance of such late charge by UNLV shall in no event constitute a waiver of Bank's default with respect to such overdue amount, nor prevent UNLV from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Rent, then Rent shall automatically become due and payable quarterly in advance, rather than monthly.

5.4 Rent Submission:

Rent will be paid either by electronic funds transfer or check payable to:
Board of Regents, NSHE

Mail to:

Director, Student Union and Event Services
Student Union and Event Services
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 452008
Las Vegas, NV 89154-2008

6.0. Security and Earnest Money Deposit:

6.1 Security Deposit. Bank shall deposit _____ with UNLV as security for Bank's faithful performance of Bank's obligations under this Agreement ("Security Deposit"). If Bank fails to pay Rent or other charges due hereunder or otherwise defaults with respect to any provision of this Agreement, UNLV may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default or for the payment of any other sum to which UNLV may become entitled by reason of Bank's default, or to compensate UNLV for any loss or damage which UNLV may suffer thereby. If UNLV so uses or applies all or any portion of the Security Deposit, Bank shall within ten (10) days after written demand therefore deposit cash with UNLV in an amount sufficient to restore the Security Deposit to the full amount hereinabove stated and Bank's failure to do so shall be a material breach of this Agreement. UNLV shall not be required to keep the Security Deposit separate from its general accounts. If Bank performs all of Bank's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by UNLV, shall be returned, without payment of interest or other increment for its use, to Bank (or, at UNLV's option, to the last assignee, if any, of Bank's interest hereunder) at the expiration of the Lease Term hereof and after Bank has vacated the Premises. No trust relationship is created herein between UNLV and Bank with respect to the Security Deposit.

6.2 Earnest Money Deposit. In the event that Bank undertakes any Tenant Improvements, as described in Paragraph 9.1, Bank shall deposit one (1) month's Rent in the amount of the then-current Rental payment with UNLV prior to initiating any approved Tenant Improvements that is anticipated to have costs and expenses exceeding \$25,000 (the "Earnest Money Deposit"). The Earnest Money Deposit equates to one month of Rent as security for Bank's faithful performance of any Tenant Improvements as described in

Paragraph 9.1. Upon the completion of Tenant Improvements as described in paragraph 9.1, the Earnest Money Deposit will be credited toward the payment of one (1) month of Rent.

7.0 Use of the Premises:

7.1 General Use. Bank will use and occupy the Premises for the purpose of a banking branch facility and to provide the services set forth in the ID Card Contract. Use for any other purpose is prohibited without first obtaining the written consent of UNLV therefor. Bank will conform to and comply with all applicable municipal, state and federal laws in using the Premises or the Building and will not use or suffer to be used the Premises or the Building in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the Premises.

7.2 Fire and Life Safety. Bank and its employees will comply with all federal, state and local fire and life safety regulations relating to the Premises and the Building, as well as safety procedures and training established by UNLV. Premises shall be subject to periodic inspection by UNLV's personnel, state, and local inspectors with reasonable notification to Bank.

8.0 Condition of Premises and Repairs:

Bank has examined the Premises prior to the execution hereof, knows the condition thereof, and acknowledges that Bank has received the Premises in good order and condition and that no representation or warranty as to the condition or repair of the Premises has been made by UNLV, except for the following: (a) no Hazardous Materials shall be present in the Premises; (b) the Premises shall be in compliance with all applicable laws, codes and regulations; and (c) the mechanical and building systems shall be in good working order. At the expiration of the Lease Term of this Agreement, or any Renewal Lease Term, Bank will yield up peaceably the Premises to UNLV in as good order and condition as when the same were entered upon by Bank, loss by fire or inevitable accident not caused by Bank or Bank Affiliates, damage by the elements and reasonable use and wear and tear excepted. "Bank Affiliates" shall mean any employee, subcontractor, agent, representative, contractor, guest, or invitee of Bank or of Bank's affiliated companies or subsidiaries.

9.0 Alterations, Additions and Improvements:

9.1 Tenant Improvements:

No Tenant Improvements shall be provided by UNLV, except as otherwise agreed to in writing by the parties. Bank, at its sole cost and expense, may with UNLV written approval, build out (or further build out) and fixture the interior of the Premises, or update the interior of the Premises (the "Tenant Improvements"), all in accordance with any written plans and specifications approved by UNLV (the "Plans and Specifications"). Any Plans and Specifications of any proposed Tenant Improvements shall be delivered to UNLV within a reasonable time frame for UNLV to review and approve or deny at UNLV's sole discretion and as set forth below. Notwithstanding the foregoing, in the event that the Tenant Improvements are cosmetic, such as paint color or carpet replacement, images and samples may be provided to UNLV in lieu of Plans and Specifications.

9.1.1 Any Plans and Specifications submitted by Bank to UNLV shall include all information necessary in UNLV's reasonable judgment so as to be acceptable to UNLV and/or State of Nevada Public Works Board ("Building Official") for issuance of necessary authorizations to commence and complete Bank's work and shall include, without limitation, the following:

- (1) Architectural Drawings (including, without limitation, store finishes, partitions and fixture, any changes to storefront elevation, a sample board indicating proposed interior wall and floor finishes and lighting fixtures and all proposed signage and views into the Premises);
- (2) Structural Drawings
- (3) Electrical Drawings

- (4) Drawings showing any heating, ventilation and air conditioning system or systems and plumbing or proposed revisions thereto.
 - (5) Fire Sprinklers, if applicable
- 9.1.2 Within a reasonable time frame after UNLV's receipt of the Plans and Specifications, UNLV shall submit changes thereto to Bank, including any changes required to satisfy all the requirements set forth in Section 9.1.1, Bank shall amend the Plans and Specifications to incorporate said changes within a reasonable time frame thereafter and the parties shall sign the final Plans and Specifications as amended. Bank shall be responsible for all related costs including change order costs.
- 9.1.3 Bank shall have all Tenant Improvements completed and provide to UNLV any related necessary paperwork, at Bank's expense, at the date agreed to by the parties.
- 9.1.4 Tenant Improvements shall be performed in accordance with all applicable rules and in such a way as not to interfere with the rest of the Building or work being done by or for other tenants. In addition, Bank shall: (a) continue to pay for all Rent(s), water, sewerage, electricity, and other services or utilities or responsibilities of Bank required by Bank in this Agreement during any Tenant Improvements, regardless of whether or not Bank is closed for business during the Tenant Improvements; (b) remove all trash and waste material promptly and regularly during and promptly upon completion of Tenant Improvements; and (c) furnish to UNLV all certificates and approvals with respect to the Tenant Improvements that may be required from any governmental authorities for the issuance of a certificate of occupancy of the Premises.
- 9.1.5 At any time during the Lease Term, Bank shall maintain the insurance required in this Agreement. Prior to the commencement of construction for the Tenant Improvements and thereafter prior to the commencement of any work in or about the Premises at any time during the Lease Term, Bank and every contractor employed by Bank shall purchase and maintain during the life of the contract and until a Notice of Completion is recorded, the insurance set forth herein as protection against claims which may arise out of or result from the contractor's operation under the contract whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The contractors shall either insure its subcontractors under its own policies or require each of its subcontractors to procure and to maintain during the life of the subcontract, subcontractor's insurance of the same type and in the same amount set forth herein, and provide evidence to UNLV of the foregoing prior to construction.
- 9.1.6 Unless otherwise agreed to in an explicit writing by UNLV, all Tenant Improvements shall at all times be free and clear of all liens and claims of all kinds from all sources (i.e., no item can be purchased or installed or later made subject to conditional sale, lease or chattel mortgage or any other kind of financing or security interest) and Bank shall at any time and from time to time execute and deliver such documents, in recordable form, that UNLV may request, in its sole and absolute discretion, to give UNLV and perfect a first priority security interest in all or any part of Tenant Improvements. Bank agrees to: (i) protect and hold UNLV harmless with respect to any liens for labor or materials filed against the Premises or the building by any contractor performing work for Bank on or off the Premises and hereby gives UNLV an irrevocable power of attorney to do all things which UNLV considers necessary or desirable to remove any such liens; and (ii) furnish such bonds or other assurances as will enable UNLV's title insurer to insure title to the building without exception for mechanics and materialmen's liens arising as a result of Tenant Improvements.

- 9.1.7 Bank shall not at any time install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, electrical system, or IT/data infrastructure of the Premises or the Building without UNLV's prior written consent, which shall be conditioned upon UNLV's absolute satisfaction: (a) that the changes are appropriate in light of the needs and convenience of all other tenants in the Building; and (b) as to Bank's payment of all costs related to the changes. Any Bank equipment which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to UNLV or to any tenant in the Building shall be installed and maintained by Bank, at Bank's sole expense, with vibration eliminators or other devices sufficient to eliminate such noise and vibration.
- 9.1.8 All Tenant Improvements shall be handicap accessible and in compliance with the Americans with Disability Act ("ADA").
- 9.1.9 Bank shall be responsible for any reasonable construction management/oversight costs deemed necessary by UNLV. Fees for these services will be billed on an hourly basis at the current University rate for the employ of University construction management staff. Upon request UNLV shall provide to Bank a written estimate prior to any work performed. Bank shall receive a statement upon completion of work that is due sixty (60) days from the billing date. Payments for these services will be billed through UNLV Campus Life and submitted to the address provided in paragraph 5.4 of this agreement.
- 9.1.10 All architects, contractors and subcontractors must have appropriate licenses as required by the State of Nevada and shall be subject to prior approval of UNLV.
- 9.1.11 Inspection.
- 9.1.11.1 Throughout any Tenant Improvement processes, Bank will allow periodic inspections of the Premises by governmental authorities. UNLV and its authorized representatives will also be allowed, upon notice, to inspect the Premises during the build out process for compliance with the Plans and Specifications.
- 9.1.11.2 At the conclusion of any particular Tenant Improvement process, governmental authorities, authorized representatives of UNLV and/or contractor will conduct a final sign-off inspection of the Premises to verify compliance with approved Plans and Specifications.
- 9.1.12 Bank shall not make or suffer or permit to be made, any alterations, additions or improvements whatsoever in or about the Premises without first obtaining the written consent of UNLV therefor which shall not be unreasonable withheld, conditioned or delayed; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Bank's own expense and that no liens of mechanics, materialmen, laborers, architects, artisans, contractors, subcontractors or any other lien of any kind whatsoever shall be created against or imposed upon the Premises or any part thereof. Any and all Tenant Improvements costs shall be paid by Bank.
- 9.1.13 Any Tenant Improvements or replacement of furniture, fixtures, equipment, or any other installations for the Premises shall be of high quality and attractive.
- 9.1.14 Any and all changes to internal and external signage must be pre-approved by UNLV to ensure compliance with UNLV design standards. UNLV shall provide signage

requirements, and Bank shall review the signage requirements and obtain UNLV approval for the signage prior to the installation or alteration of any signage. Signs found not in conformance will be removed and necessary repairs made at Bank expense. Bank will not attach by adhesive (excepting decal) any sign, other than hours of operation, directly to the windows of the Premises. Upon termination of this Agreement, signage will be removed from the Premises at Bank's sole expense.

9.2 Alterations, additions or improvements on or in the Premises erected or installed after the commencement of this Lease Term shall become part of the Premises and the sole property of UNLV, except that all moveable fixtures installed by Bank shall be and remain Bank's property and shall not become the property of UNLV.

9.3 Redelivery and Disposal of Improvements at Termination:

9.3.1 Bank covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender the Premises in good repair and condition, excepting reasonable wear and tear, acts of God, the public, enemy or the action of the elements.

9.3.2 Upon termination of this Agreement, UNLV will require Bank to remove from the Premises, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Bank. Alterations authorized by UNLV may remain. Notwithstanding the foregoing, Bank shall not be allowed to remove any equipment, or trade fixtures belonging to Bank in the event of termination for an uncured default by Bank, unless UNLV specifically requests the removal of equipment, or trade fixtures belonging to Bank in writing.

For purposes of this Subsection 9.3.2, the words "equipment, trade fixtures and personal property" will include, but not limited to, signs (electrical or otherwise) used to advertise or identify Bank's business, all equipment used in connection with the conduct of its business whether or not such equipment is bolted or otherwise attached to the Premises; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the Premises and used in connection with Bank's business thereon.

10.0 Services to the Premises:

10.1 Bank shall pay its proportionate share of the following expenses ("Expenses") determined by multiplying the Expenses for the calendar year in question by Bank's Proportionate Share (as defined herein):

- (1) Utilities such as; electricity, water and sewer
- (2) Refuse removal
- (3) Common area maintenance, janitorial services, and grounds maintenance

"Bank's Proportionate Share" shall be a fraction, the numerator of which is the square footage of the Premises (agreed to be approximately 676 rentable square feet) and the denominator of which is the total rentable square footage of the Building (agreed to be approximately 135,338 gross square feet). Accordingly Bank's Proportionate Share, for purposes of determining Bank's Proportionate Share of Expenses, is One Half of One percent (.50%). At UNLV's discretion, additional utility costs can be billed to Bank based on excess use of any utilities. Bank shall receive a monthly statement for the proportionate share of utility costs that are due sixty (60) days from billing date. Payments are to be submitted to the address provided in paragraph 5.4 of this agreement.

10.2 Bank shall furnish and pay for the following services or supplies:

- (1) Telephone installation, Ethernet and fax service installation, service, equipment charges, billing and long distance or similar service charges. These services shall be arranged with UNLV's Telecommunications Office if not already set up.
- (2) Data installation and service
- (3) Installation and service fees for security devices for Premises such as locks and alarm systems. Bank shall be required to use locking and alarm systems compatible with UNLV's security systems within the building.
- (4) Equipment and maintenance of said equipment necessary for the conduct of Bank's business
- (5) Janitorial services for the Premises
- (6) Maintenance and repair of the Premises interior, facility fixtures, and equipment
- (7) Signage
- (8) Parking – Bank and/or employees are responsible for obtaining UNLV parking permits in order to park in UNLV designated parking areas
- (9) Management, compliance, and disposal (as applicable) of hazardous waste and Hazardous Materials
- (10) Mail Delivery – Bank shall be responsible for acquiring mail service from an off Campus vendor. UNLV shall not provide or be responsible for any postal delivery services.
- (11) Shipping and Receiving – UNLV will not provide or be responsible for any parcel delivery services. Bank shall be responsible for acquiring shipping and receiving services from an off Campus vendor.
- (12) Any services or supplies not itemized above

10.3 Bank shall make every reasonable effort to conserve utilities and to operate its equipment in an efficient manner.

10.4 Bank shall be held responsible for any damages to utility services in Paragraph 10.1 due to by abuse or neglect by Bank.

10.5 UNLV will not be held liable for any loss that may result from the quality, quantity, interruption or failure of utilities or services under any circumstances, unless utilities and services are interrupted or fail for more than five (5) continuous days, after which Bank may secure said services and charge UNLV for the costs of securing said utilities and services.

10.6 UNLV shall coordinate refuse removal and disposal and all costs shall be shared proportionally. Bank shall be responsible for placing all refuse in the appropriate dumpster and for providing trash receptacles and plastic liners for the interior and exterior use of the Premises.

10.7 Except to the extent caused by Bank or Bank Affiliates, UNLV shall be responsible for maintenance and good repair of the following items;

- (1) Interior and exterior of building structure
- (2) Heating ventilation, air conditioning (HVAC), and mechanical systems which serve the Building as a whole. UNLV shall not be responsible for maintenance and repairs of any improvements installed by Bank.
- (3) Utility line connections that are not located within or exclusively serve Bank's Premises.

11.0 Sanitation:

11.1 Bank will maintain the Premises and ensure that all employees perform according to all appropriate state, county, city and UNLV health codes.

11.2 The Premises shall be subject to periodic inspection by UNLV, local, and state officials.

11.3 Bank shall take all appropriate precautions to ensure that sanitation is maintained to the highest possible degree.

11.4 Bank shall be responsible for the cleaning the interior of the Premises, including service, storage areas, equipment, floors, ceiling and walls. Cleaning must take place during Building hours. All areas will be kept orderly, sanitary and in good condition and be kept free of insects, rodents, vermin and other pests.

11.5 If necessary, UNLV will coordinate with Bank appropriate pest control services and cost sharing for these services.

12.0 Hours of Building and Business Operation:

12.1 UNLV shall provide Bank with a schedule of operating hours for the Building. UNLV shall provide reasonable notification to Bank of any changes in the operating schedule of the Building.

12.2 Bank shall provide UNLV with a schedule of its operating hours that includes standard weekly hours for the fall, spring and summer sessions. Proposed hours of operations should also be provided for the winter, spring and summer break periods. Bank's operations schedule must be reasonably approved by UNLV. Bank's operating hours shall be as closely aligned with the Building operating hours as feasible and allow for the provision of services as set forth in the ID Card Contract.

12.3 Bank's hours of operation may not extend beyond the operation hours of the Building, unless approved in advance by UNLV.

12.4 Bank's business operations schedule may be amended should Bank's business be temporarily discontinued by reason of acts of God, governmental requirement, fire, flood, strikes ("Force Majeure Event") or as UNLV and Bank may agree upon in writing.

12.5 Failure of Bank to operate its business as agreed with UNLV (other than as required by law in the case of a regulated Bank) shall constitute a default under this Agreement and may result in termination of this Agreement after thirty (30) days' prior written notice to Bank. If Bank fails to operate its business during the hours approved by UNLV, UNLV shall have, in addition to any and all other remedies under this Agreement, the right to collect in addition to Rent, a fee equal to one fifteenth (1/15) of the monthly Rent for each and every day or partial day that Bank shall fail to conduct its business in accordance with the schedule approved by UNLV.

12.6 As reasonably possible, UNLV grants Bank ingress and egress to the Premises at all times during normal Building operating hours. In the event that Bank notifies UNLV in writing that its reasonable ingress and egress to the Premises is hindered, UNLV will use commercially reasonable efforts (except in the event of a Force Majeure Event) to correct any such access to the Premises.

13.0 Common Area:

13.1 The common area consists of all improvements, facilities, utilities, installations and equipment located at, upon and within the exterior walls, floors of all improvements, interior hallways, loading dock areas and elevators, electrical systems and equipment, heating, ventilating, air conditioning, plumbing, drainage and other mechanical systems and equipment, general signs and information facilities, public restrooms and trash disposal and recycling facilities (the "Common Area").

13.2 The control, general cleanliness, operation, repair and maintenance of the Common Area and any changes thereto shall be subject to UNLV's sole management and control and the expenditures therefor shall be at the sole discretion of UNLV. All expenses in connection with the Common Area are included within Paragraph 10.0 of this Agreement. Bank's nonexclusive use of the Common Area shall be subject to such rules and regulations as may from time to time be deemed advisable in UNLV's sole discretion, provided these rules and regulations do not conflict with the terms hereunder. Bank and Bank Affiliates shall not interfere with use of the Common Area by UNLV's other tenants and invitees.

13.3 Any damage to the Common Area caused by the act or omission of Bank or Bank Affiliates shall be paid by Bank promptly upon demand by UNLV.

14.0 Loading Dock:

Except for posted UNLV holidays and during scheduled construction, maintenance, inclement weather or unforeseen circumstances, loading dock access will be provided to Bank Monday-Friday from 5:00 a.m. to 12:00 a.m. and from 5:00 a.m. to 7:00 p.m. during summer hours. Notwithstanding the foregoing, it is Bank's responsibility to ensure that the loading dock will be open and available for deliveries by calling (702) 895-4211 ahead of time. Bank shall have a representative available to receive shipments on its behalf. Bank is responsible for security of all deliveries from the loading dock to the Premises. Bank must abide with UNLV parking policies when accessing the loading dock.

15.0 Marketing, Promotion, and Leasing Exclusivity:

15.1 Bank must obtain approval from UNLV for the placement of any signs, trade fixtures, decorations, lettering or advertising matter on or about the Premises and will maintain such signage in good condition. Except in the case of an uncured default by Bank, any such fixtures will be removed from the Premises upon termination of this Agreement at Bank's expense.

15.2 The nonexclusive rights granted to Bank may be exercised only during the business hours which pertain under this Agreement and are subject to Rules and Regulations of the Building and to the other provisions of this Agreement. Bank covenants to not interfere with UNLV's other tenants, students, or invitee's use of the Common Area or the parts of the Building that do not include the Premises. From time to time, UNLV may, in its sole discretion, permit portions of the Common Area to be used exclusively by specified banks, financial institutions, licensees or other persons. From time to time, UNLV may place or permit kiosks, stalls, pushcarts or other merchandising or promotional facilities in any place in the Common Area provided that such kiosks, stalls, pushcarts or other facilities do not unreasonably interfere with Bank's use of the Premises. Bank shall not, except to the extent permitted by UNLV during any general promotional event or as may be otherwise specifically allowed by UNLV in writing, keep or display any merchandise or other thing on or about the Common Area or otherwise obstruct the Common Area.

15.3 Provided Bank is not in material default of this Agreement (regardless of any opportunity to cure), UNLV agrees to not lease any retail space for a bank branch in the UNLV Student Union Building to any other bank or financial services company that is in direct competition with Bank for banking services during the Lease Term. Notwithstanding the foregoing, this Section 15.3 shall in no way limit or restrict UNLV's ability to lease space for ATMs in the Student Union to other banks in competition with Bank, nor limit UNLV's right to rent tables or kiosk space or allow marketing or promotional banners or any of the other marketing rights of UNLV as set forth in Section 15.2 above. For the avoidance of doubt, this Section 15.3 shall apply only to the UNLV Student Union, and not to any other location, or building on the UNLV Campus.

16.0 UNLV's Right of Entry:

16.1 UNLV shall have the right, at any reasonable time upon twenty-four (24) hour written notice (email acceptable) to Bank and with a representative of Bank present, to enter upon the Premises to inspect the same and to make any and all improvements, alterations and additions of any kind whatsoever upon the Premises, providing such improvements, alterations and additions are reasonably necessary or convenient to the use to which the Premises are being put at the time, but at no time shall UNLV be compelled or required to make any improvements, alterations or additions.

16.2 UNLV shall have the right, reasonable time upon twenty-four (24) hours' written notice (email acceptable) to Bank and with a representative of Bank present, to inspect all areas, facilities, storage and auxiliary rooms of the Premises with respect to use, safety, sanitation, cleanliness

and maintenance. All areas of the Premises shall be maintained at a level satisfactory to UNLV. Inspections may be at the request of UNLV and at UNLV's discretion.

- 16.3 Authorized representatives of UNLV shall have access to all areas of the Premises at any and all times, in the event of an emergency.
- 16.4 UNLV shall have the right, at any reasonable time, upon three (3) business days' prior written notice (email acceptable) to Bank, with a representative of Bank present and in accordance with any applicable banking laws, to allow a walk-thru of the Premises for prospective new tenants of the Premises towards the end of any applicable Lease Term, in the event of Bank's uncured default, or in the event that the parties mutually agree that Bank will move to a new space in the Building.

17.0 Assignment and Subletting:

Bank shall not assign, transfer, sublet or otherwise dispose of all or any of its rights or obligations under this Agreement, or any part thereof (each an "Assignment"), without the prior written consent of UNLV. Such consent shall not be required in the event of a name change, merger or acquisition of substantially all of Bank's assets or as required by law, provided the new party accepts and assumes all related terms, conditions and obligations of this Agreement. If requested by UNLV, the assignee shall, sign a formal written assumption agreement to assume all obligations of Bank hereunder.

18.0 Holding Over:

Bank's nonconsensual holding or continued use or occupancy beyond the term of this Agreement shall be construed as a tenancy from month to month but the monthly rent payable by Bank shall be increased by twenty-five percent (25%) of the amount of Rent at the end of the Initial Lease Term or any Renewal Lease Term. Any consensual holding continued use or occupancy beyond the term of this Agreement that is agreed to in writing by UNLV shall be construed as a tenancy from month to month and shall be paid at the then current Rental amount. Such monthly rent shall be payable in advance on the first day of every month. Occupancy for periods of less than a complete month will be paid in advance at the equivalent calendar daily rate.

19.0 Condemnation:

19.1 In the event the Premises or any part thereof, are taken, damaged consequentially or otherwise or condemned by public authority, this Agreement shall terminate as to the part so taken, as of the date title shall vest in said public authority. The Rent shall be adjusted so that Bank shall be required to pay for the remainder of the Lease Term that portion of the Rent in the proportion that the Premises remaining after the taking, damage or condemnation bears to the whole of the Premises before the taking, damage or condemnation. All damages and payments resulting from said taking, damaging or condemnation of the Premises shall accrue to and belong to UNLV and Bank shall have no right to any part thereof.

19.2 In the event only a part of the Premises is taken and the portion remaining is unsuitable or insufficient for Bank's purposes, Bank has the right to terminate this Agreement as to the remaining portion by giving written notice to UNLV specifying the date of termination.

20.0 Destruction:

20.1 If at any time during the Lease Term, the Premises or the Building shall be totally or partially destroyed by fire, earthquake or other calamity, then UNLV shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Bank within the period of ninety (90) days after the damaging event; and to rebuild or repair the same in as good condition as it was immediately prior to such calamity. In such case, a just and proportionate part of the Rent shall be abated until the Premises shall have been rebuilt and repaired. In case, however, UNLV elects not to rebuild or repair the Premises or the

Building, UNLV shall so notify Bank by written notice within the period of ninety (90) days after the damaging event and thereupon this Agreement shall terminate.

20.2 In the event of termination of this Agreement under the terms of clause 20.1, Bank shall have a reasonable period of time to vacate the Premises.

20.3 All notices sent under the terms of this provision shall conform to the provisions of Section 29.0, "Modification," and Section 30.0, "Notice."

21.0 Code and Regulations:

UNLV shall be required to meet all applicable federal, state and local codes and regulations, including but not limited to the Occupational Health and Safety Act ("OSHA"). In addition, UNLV shall be required to:

21.1 Respond in writing to Bank complaints within five (5) working days after receipt of a written complaint from Bank.

21.2 Determine the cause of and remedy any Building deficiencies that are commercially feasible to remedy. Commercially feasible remedies shall in no event include tearing down and rebuilding the Building.

21.3 Keep records of inspection, maintenance and remedial actions and make such records available upon written request to Bank and the applicable regulatory agency.

22.0 Environmental Policy

Bank assumes all responsibility for full compliance with all environmental laws and regulations concerning notification, storage and disposal of Hazardous Materials at the Premises.

22.1 Violation of Environmental Laws

22.1.1 Bank will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon or released on, under or about the Premises, or transported to and from the Premises or the Building, by Bank or Bank Affiliates in violation of the Environmental Laws. Except to the extent identified as a Hazardous Material, normal cleaning and office supplies shall be allowed, provided any such normal cleaning and office supplies are disposed of as required by law. UNLV shall be solely responsible for any pre-existing environmental problems on the Premises that Bank or Bank Affiliates have not caused, or future environmental problems on the Premises for which Bank or Bank Affiliates have not caused or contributed to the cause of, including the subsequent clean-up and related costs.

22.1.2 UNLV shall have access, upon twenty-four (24) hour written notice and with a representative of Bank present, to the Premises to inspect same to ensure that Bank is using the Premises in accordance with Environmental Laws.

22.1.3 Upon request of UNLV in the event of a potential violation, Bank will conduct such testing and analysis as necessary to ascertain whether Bank is using the Premises and the Building in compliance with environment requirements. Any such tests will be conducted by qualified independent experts chosen by Bank and subject to UNLV's reasonable approval. Copies of such reports from any such testing will be provided to UNLV.

- 22.1.4 UNLV shall provide Bank with of any pre-existing environmental problems on the Premises (if any), any remediation steps taken, and copies of all reports filed with appropriate governing agencies.

22.2 Contamination of Premises

- 22.1.2 If the presence of any Hazardous Material on, under or about the Premises or the Building caused or permitted by Bank or Bank Affiliates results in any contamination of the Premises or the Building, Bank will promptly take any and all actions, at its sole cost and expense, as are necessary to return the Premises or the Building to the condition existing prior to the introduction of any such Hazardous Material to the Premises or the Building. Bank will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Premises and which are present as the result of the acts of Bank or Bank Affiliates, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises or the Building into compliance with all Environmental Laws. Such procedures are subject to:

22.2.1.1 Prior approval of UNLV is required for all remediation work. Bank will submit to UNLV a written plan for completing all remediation work. UNLV retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice.

22.2.1.2 Such actions of remediation by Bank will not potentially have any material adverse long-term effect on the Premises in the sole judgment of UNLV.

22.3 Compliance with all Governmental Authorities.

Bank will promptly make all submissions to, provide all information to and comply with all requirements of the appropriate governmental authority under all Environmental Laws.

- 22.3.1 In addition to all other environmental requirements herein Bank will file all air quality permits for the Premises with the Clark County Health District and employ emission reduction activities.

- 22.3.2 Should any federal, state or local government agency determine that a site characterization, site assessment and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of Hazardous Materials at the Premises which occur during the Lease Term then Bank shall (at its own expense) prepare and submit required plans and financial assurances and carry out the approved plans. At no cost or expense to UNLV, Bank will promptly provide all information requested by UNLV to determine the applicability of the Environmental Laws to the Premises and Building, to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

- 22.3.3 Bank's obligations and liabilities under this provision will continue so long as UNLV bears any responsibility under the Environmental Laws for any action that occurred on the Premises during the Lease Term.

- 22.3.4 Bank agrees to indemnify UNLV for all violations of Environmental Laws by Bank or Bank Affiliates and contamination of the Premises or Building caused by Bank or Bank Affiliates. This indemnification of UNLV by Bank includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local government agency

or political subdivision because of Hazardous Material located on the Premises or Building or present in the soil or ground water on, under or about the Premises or Building.

22.3.5 In addition to UNLV's right to enforce Bank's promise to indemnify UNLV for Bank or Bank Affiliates' violation of any provision of this Agreement. UNLV has the right as set forth in Section 22.4, to terminate this Agreement for Bank or Bank Affiliates' violation of Environmental Laws in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.

22.4 UNLV's Termination Rights for Violation of Environmental Laws shall be executed in accordance with Section 23.2.4.

Notwithstanding any other provisions in this Agreement to the contrary, UNLV will have the right of "self-help" or similar remedy including access to the Premises in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of environmental law on, under or about the Premises.

22.5 Environmental Conservation.

22.5.1 Bank will initiate and/or cooperate with UNLV in providing environmental conservation programs such as recycling cardboard, glass and plastic and exercising control of utility use to conserve natural resources.

22.5.2 UNLV encourages Bank to utilize green or sustainable equipment and policies as much as possible.

23.0 Termination:

23.1 General Termination of Lease.

In the event that either UNLV or Bank determine that this Agreement can no longer be continued, either UNLV or Bank may terminate this Agreement at the end of the Lease Term or any Renewal Lease Term by submitting written notice at least three (3) months prior to the end of such Lease Term. This Agreement is at all times contingent upon the mutual execution of and continued existence of the ID Card Contract, and in the event that the ID Card Contract is terminated for any reason, either party may terminate this Agreement with at least three months' prior written notice with no penalty or obligations, except those incurred up to the date that the Premises are vacated. The Agreement is also contingent upon Bank receiving all governmental regulatory approval and internal capital expenditure approval.

23.2 Termination by UNLV:

23.2.1 Default by Bank

Subject to the provisions of Section 23.2.2, Bank will be in default under this Agreement in the event of any one or more of the following occurrences:

23.2.1.1 Bank fails to pay the Rent or other money payments required by this Agreement when the same are due and the continuance of such failure for the period of ten (10) days after written notice thereof from UNLV.

23.2.1.2 Bank voluntarily abandons any of the Premises assigned to it or discontinues the conduct and operation of its business at the Campus without notice as set forth in Section 23.1.

23.2.2 Cure

Bank will be considered in default of this Agreement if Bank fails to fulfill any of the terms, covenants and conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay Rental charges as described in Section 23.2.1.1) after delivery by UNLV of a written notice of such breach or default. If the condition cannot be corrected in thirty (30) days, UNLV shall in good faith permit Bank a reasonable time to complete the correction.

23.2.3 Termination for Default By Bank

If Bank is in default as describe in Section 23.2.1 and/or 23.2.2 and such default is not cured as provided in Section 23.2.2, UNLV may elect to terminate this Agreement with thirty (30) days' written notice to Bank.

- 23.2.3.1 If UNLV elects to terminate this Agreement, it will in no way prejudice the right of action for rental arrearages owed to UNLV, unless prohibited by law.
- 23.2.3.2 In the event of any termination for default by Bank, UNLV will have the right to enter upon the Premises and take exclusive possession of same subject to redelivery and disposal of improvements as described in Section 9.3 of this Agreement, or terminate Bank's right to possession for all defaults.

23.2.4 UNLV's Termination Rights for Violation of Environmental Laws.

- 23.2.4.1 Bank's failure or Bank Affiliates' failure or the failure of a third party to comply with any of the requirements and obligations of this Agreement or applicable Environmental Laws within thirty (30) days or a period required by law, after written notification of such failure will constitute a material default of this Agreement and will permit UNLV to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Agreement, to which UNLV may resort cumulatively or singularly, in the alternative.
 - 23.2.4.1.1 UNLV may, at UNLV's election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, including (i) the right to recover Rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days' written notice to Bank, to make payments required of Bank or perform Bank's obligations and be reimbursed by Bank for the cost thereof, unless such payment is made or obligation performed by Bank within such ten (10) day period.
 - 23.2.4.1.2 UNLV may, at UNLV's election, terminate this Agreement upon written notice to Bank provided in Section 23.2, entitled Termination by UNLV, of this Agreement. If this Agreement is terminated under this provision, Bank waives all rights against UNLV, including, but not limited to, breach of contract, costs of design, installation or construction of improvements and/or interruption of business.

23.3 Termination by Bank

23.3.1 Default by UNLV

UNLV will be considered in default of this Agreement if UNLV fails to fulfill any of the terms, covenants or conditions set forth in this Agreement if such failure shall continue for a period of more than thirty (30) days after delivery by Bank of a written notice of such breach or default.

23.3.2 Cure

UNLV will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and UNLV has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

23.4 Termination for Default By UNLV

If default is made by UNLV as described in Section 23.3.1, Bank may elect to terminate this Agreement with thirty (30) days' written notice to UNLV.

23.4.1 In the event of the termination for default by UNLV, redelivery and disposal of improvements will be as described in Section 9.3 of this Agreement.

22.3.2 In the event of any termination for default by UNLV, it will in no way prejudice the right of action for rental arrearages owed by Bank, if any, or amounts owed by UNLV to Bank.

24.0 Taxes:

Bank shall pay all federal, state and local taxes assessed against Bank's personal property located within the Premises and any federal, state and local taxes assessed in connection with the operation of its business on the Premises.

25.0 Intentionally Omitted:

26.0 Waivers:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

27.0 Binding on Heirs. Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of their heirs, personal representatives and permitted assigns, as applicable, of UNLV and Bank.

28.0 Entire Agreement:

This Agreement (with its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 29.0 on "Modification."

29.0 Modification:

This Agreement may be amended at any time only upon mutual agreement in writing of the parties.

30.0 Notice:

Any notice or consent required to be given by or on behalf of either party to the other shall be given in writing and mailed by certified mail, return receipt requested, or by overnight courier service which provided a receipt, at the addresses stated in this section of the Agreement, or at such other address as may be specified, from time to time, by notice in the manner herein set forth. Notices shall be deemed give upon actual receipt or first rejection:

TO BANK:

With Copy To:

TO UNLV:

Director for Real Estate
University of Nevada, Las Vegas
4505 S. Maryland Parkway, Box 451027
Las Vegas, NV 89154-1027

Director of Purchasing
University of Nevada, Las Vegas
4505 S. Maryland Parkway, Box 451033
Las Vegas, NV 89154-1033

With Copy To:

Jon Tucker
Director for Student Union and Event Services
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 452008
Las Vegas, NV 89154-2008

31.0 Access:

Bank has the right of reasonable ingress and egress to the Premises.

32.0 Confidentiality:

UNLV acknowledges that Bank is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act ("GLBA"). Bank agrees to take reasonable measures to protect its confidential and proprietary information, including but not limited to Bank's customer, commercial or technical information (collectively, "Confidential Information"). In certain situations set forth in this Lease, UNLV may have access to the Building and, therefore, to Bank's Confidential Information. UNLV hereby agrees that it shall not reproduce or disclose any of Bank's Confidential Information to any third party nor may it remove any such Confidential Information from the Building. Notwithstanding anything to the contrary in this Agreement, upon expiration of this Agreement, if any Confidential Information remains on the Premises, UNLV shall either return the same to Bank or destroy it. If UNLV or any of its representatives or agents breaches the covenants set forth in this paragraph, irreparable injury may result to Bank or such third parties entrusting Confidential Information to Bank. Therefore, Bank's remedies at law may be inadequate and Bank shall be entitled to seek an injunction to restrain any continuing breach. If UNLV or any of its agents knows or reasonably believes that any Confidential Information in UNLV's control has been stolen, disclosed, lost, or is unaccounted for (collectively, a "Disclosure"), UNLV must immediately notify Bank and take commercially reasonable measures to assist Bank in determining the extent of the Disclosure. Bank acknowledges and agrees that during the Lease Term, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, and other sensitive information) of UNLV alumni, employees, and students (collectively, "UNLV User Data"). Bank

acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Bank can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Bank agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the GLBA. Bank shall immediately inform UNLV by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Bank becomes aware. Except as prohibited by law, Bank agrees to immediately destroy all UNLV confidential data and UNLV User Data received or accessed hereunder upon termination of this Agreement.

33.0 Discrimination:

In the use or occupancy of the Premises, Bank will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, handicap, or sexual orientation.

34.0 Quiet Enjoyment:

On payment of rents and performance of the covenants and agreements on the part of Bank to be paid and performed hereunder, Bank shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted herein.

35.0 Security and Police:

Bank shall cooperate with the University Police Department concerning enforcement of UNLV's regulations and internal security and theft control for the Building. Bank will not, except in physically dangerous or other emergency situations, summon public emergency services other than those of the University Police Department.

36.0 Bank's Insurance and Indemnification Provisions:

36.1 Bank agrees to indemnify, defend and hold UNLV harmless from any loss, damage, liability, lawsuit, judgment, cost or expense to the person or property of another ("Claim") which was caused by an act or omission of Bank or Bank Affiliates under this Agreement. UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Bank shall not settle any Claim or threat thereof without the prior written approval of UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by UNLV or admit or attribute to UNLV any fault or misconduct.

36.2 Bank shall, at Bank's sole expense, procure, maintain and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by UNLV, the required insurance shall be in effect at the Effective Date and shall continue in force as appropriate until this Agreement expires or is otherwise terminated and Bank vacates the Premises.

Workers' Compensation and Employer's Liability Insurance

Bank shall carry and provide proof of workers' compensation insurance if such insurance is required of Bank by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
\$2,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from the Premises, operations, independent contractors, completed operations, personal injury, products and liability assumed under contract.

Crime Insurance

Bank shall purchase crime insurance when handling UNLV's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit funds, transfer fraud, or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.

Property Insurance

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's and contractor's services and expenses required as a result of such insured loss.

Excess / Umbrella Liability Insurance

May be used to achieve the above minimum liability limits.
Shall be endorsed to state it is as broad as primary policies.

36.3 Additional Insured Requirements

UNLV must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by contract or individualized endorsement naming "The Board of Regents of the Nevada System of Higher Education" as an additional insured.

36.4 Deductibles and Self-Insured Retentions: Insurance maintained by Bank shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by UNLV. Such approval shall not relieve Bank from the obligation to pay any deductible or self-insured retention.

36.5 Policy Cancellation / Change in Policies and Conditions Notifications

Bank shall:

- Have each of their insurance policies endorsed to provide ten (10) days' notice for non-payment of premium, and;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can effect Owner without sixty (60) days

prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV.

- A copy of this signed endorsement must be attached to the Certificate of Insurance.
- Bank shall send to the UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to the UNLV within three (3) business days upon their receipt. Until such time as the insurance is no longer required by the UNLV, Bank shall provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Bank has knowledge of any such failure Bank shall immediately notify UNLV and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

36.6 Primary Policy

Parties contracting directly with the UNLV must have their policy endorsed to reflect that their insurance coverage is primary over any other applicable insurance coverage available.

Any insurance or self-insurance available to the UNLV shall be in excess of and non-contributing with any insurance required.

36.7 Loss Policy

The UNLV shall be named as loss payee as respects their interest in any property that the Bank has an obligation to insure on behalf of the UNLV.

36.8 Approved Insurer: Each insurance policy shall be:

- a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made and;
- b. Currently rated by A.M. Best as "A-IX" or better.

36.9 Evidence of Insurance: Prior to occupying the Premises, Bank must provide the following documents to UNLV:

- a. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to Bank to evidence the insurance policies and coverage's required of UNLV.
- b. Policy Cancellation Endorsement: The Risk Management Department at the Nevada System of Higher Education's Business Center South ("RMBCS") shall be given thirty (30) days' written notice of policy cancellation or change in insurance coverage except ten (10) days for nonpayment of premium.
- c. Waiver of Subrogation Endorsement
- d. Endorsement reflecting Bank insurance policies are primary over any other applicable insurance.

e. Loss Payee Endorsement

f. Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).

36.10 Waiver of Subrogation: Bank must waive subrogation against "The Board of Regents of the Nevada System of Higher Education" on workers' compensation, liability and property policies.

36.11 Self-Insurance: Notwithstanding anything to the contrary, Bank shall have the right to self-insure for any insurance requirement contained herein.

36.12 Access: Bank agrees to provide UNLV and its insurer access, upon twenty-four (24) hours' written notice and with a representative of Bank present, and authority to investigate on site at the Premises and to obtain such information from Bank as may be required to defend the UNLV and its officers, regents, agents, representatives, or employees from claims or litigation arising from activities under this Agreement.

37.0 UNLV's Insurance and Indemnification Provisions:

37.1 During the Lease Term, UNLV shall maintain in force self-insurance sufficient to cover UNLV's liability under Nevada Revised Statutes ("NRS") Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

37.2 In accordance with the limitations of NRS 41.0305 to NRS 41.039, UNLV agrees to indemnify and hold Bank harmless from any loss, damage, liability, cost or expense (but not including attorneys' fees) to the person or property of another which was caused by an act or omission of UNLV, its officers, employees, and agents under this Agreement except to the extent caused by an act or omission of Bank or Bank Affiliates. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity in all cases, including malpractice and indemnity actions, and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

37.3 UNLV shall not be liable for claims arising out of the use of the Common Areas and parking lots.

37.4 UNLV agrees to provide property insurance on the Premises and UNLV's contents.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this Agreement to be executed as of the Effective Date.

BANK:

By: _____ Date: _____
Signature

Printed Name Title

By: _____ Date: _____
Signature

Printed Name Title

UNLV: THE BOARD OF REGENTS, UNIVERSITY SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS.

RECOMMENDED BY:

By: _____ Date: _____
Dr. Juanita Fain, Vice President for Student Affairs

By: _____ Date: _____
Gerry J. Bomotti, Senior Vice President for Finance and Business

By: _____ Date: _____
Neal J. Smatresk, President

APPROVED BY:

By: _____ Date: _____
Daniel J. Klaich, Chancellor
Nevada System of Higher Education

APPROVED AS TO LEGAL FORM:

By: _____ Date: _____
Elda M. Sidhu, General Counsel

Exhibit A

Description of Retail Space

Building Name
and Location: UNLV Student Union Building, Maryland Campus

Address: 4505 Maryland Parkway
Las Vegas, NV 89154

Suite Number(s): Student Union, Suite 119

Physical Description: One (1) retail space of approximately _____ square feet and
use of retail common areas within the UNLV Student Union Building.

Exhibit B
Premises Floor Plan

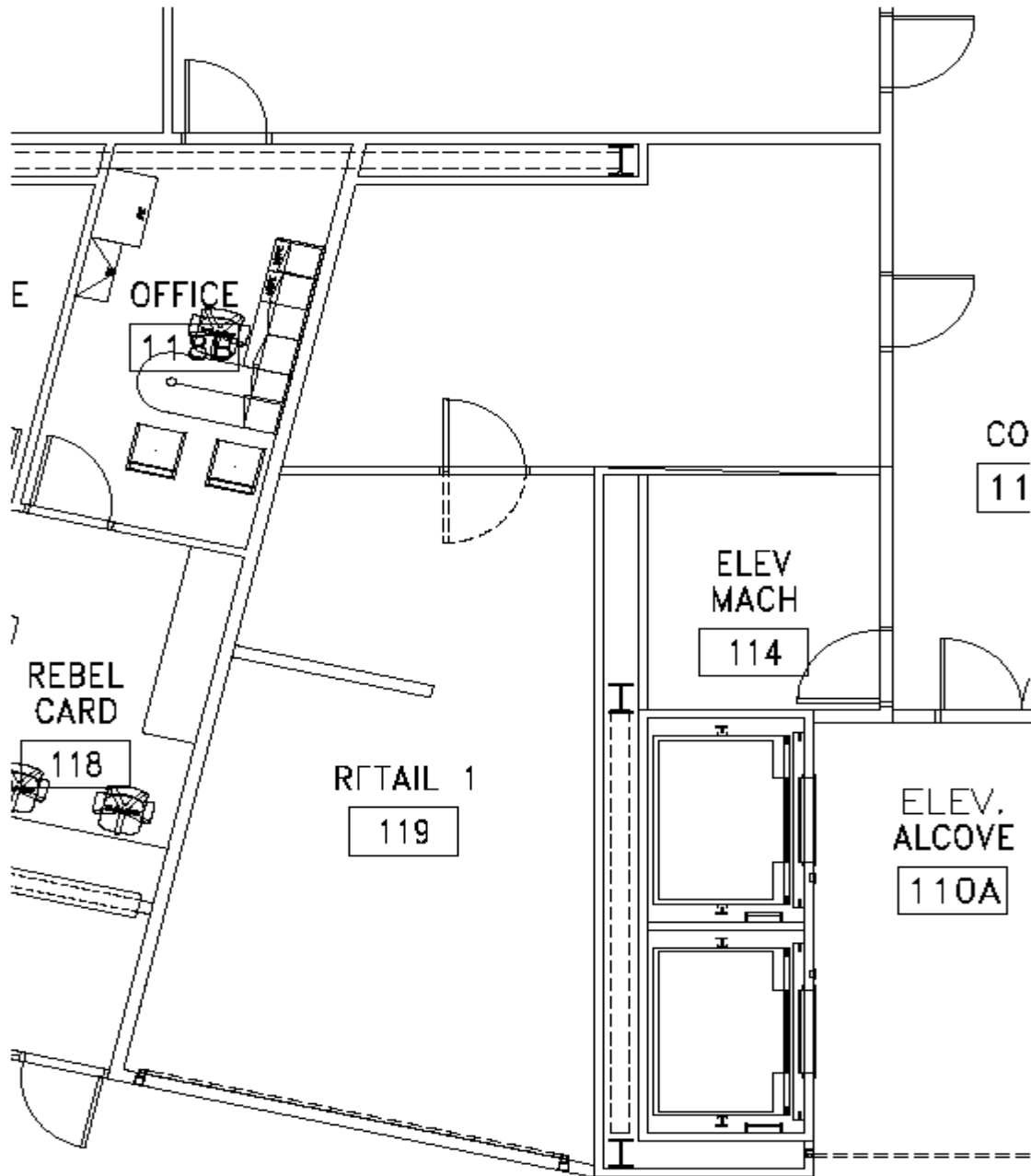


EXHIBIT D



**MINIMUM CONTRACT TERMS FOR THE RFP
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS**

These Minimum Contract Terms set forth the minimum contract terms and conditions that will be applicable to a Contract resulting from this RFP. The final Contract will include details specific to the scope of this RFP, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

This Contract #_____ ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, (INSERT DEPARTMENT NAME), ("UNLV or UNLV") and (INSERT NAME OF COMPANY), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY], (INSERT EIN #) ("Contractor"), and is based on the following facts:

RECITALS

UNLV _____ **[INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH UNLV REQUIRES SERVICES]**.

On _____, 20____, UNLV issued its Request for Proposal No. 579-KO (the "**RFP**") seeking proposals from qualified contractors to provide campus ID card banking services in connection with the _____.

On _____, 20____, Contractor submitted a proposal ("**Proposal**") in response the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on _____, 20____.

On _____, 20____, UNLV selected Contractor's Best and Final Offer as the one best suiting its needs.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

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AGREEMENT

ARTICLE I TERM

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for **five** years, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for five (5) additional one (1) year terms ("**Renewal Term(s)**" or "**Term(s)**").

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. UNLV may exercise this right by providing written notice to Contractor at least ten (10) calendar days prior to the expiration of this Contract. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the services as further described in Exhibit A, as modified by Contractor's Best and Final Offer, attached as Exhibit B (the "**Services**" which shall include any applicable Deliverables). **[IF THERE ARE DELIVERABLES, SUCH AS REPORTS OR MARKETING MATERIALS, DEFINE AS XXX SHALL CONSTITUTE THE DELIVERABLES]**

In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor's Best and Final Offer, and (4) the Proposal (including all modifications). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal or Bid and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal or Bid, as applicable

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract shall not exceed or is estimated to be **(\$ ENTER AMOUNT OF CONTRACT AND ANY MAXIMUM AMOUNTS), [INSERT THE FOLLOWING IF THERE IS NO MINIMUM SPEND REQUIREMENT]**, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder. Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

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Prices are to remain firm for the Initial Term of this Contract. In the event Contractor would like to request a price increase the following procedures apply.

- 1) Contractor should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Contractor should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) UNLV alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any services or materials increase by more than five percent (5%) above the price of the proceeding Term.
- 5) In the event of a decrease, Contractor is responsible for passing along the savings to UNLV.
- 6)

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential or incidental damages.

B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

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**ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION**

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("CSL") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

4) Other Insurance

Crime Insurance

Contractor shall purchase crime insurance when handling UNLV's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer fraud or any other

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similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.

Cyber liability insurance limit should be \$1,000,000 each claim, \$2,000,000 aggregate. The insurance should include coverage for the following:

Security and Privacy Liability
Privacy Regulatory Defense/Penalties
Privacy Breach Response Costs

Property Insurance

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Excess / Umbrella Liability Insurance

May be used to achieve the above minimum liability limits.
Shall be endorsed to state it is as broad as primary policies.

- 5) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 6) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming the NSHE/UNLV as an additional insured.
- 7) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 8) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
- Attach a copy of this signed endorsement to the Certificate of Insurance;

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- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows–
- Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 10) Ensure that its insurance policies be -
1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 2. Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Policy Cancellation Endorsement;
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

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In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

B. ASSIGNS AND SUCCESSORS

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

C. COMPLIANCE

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

D. CONFIDENTIALITY

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality

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is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, and other sensitive information) of UNLV alumni, employees, and students (collectively, "UNLV User Data"). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA")

Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware. Except as prohibited by law, Contractor agrees to immediately destroy all confidential data and UNLV User Data received hereunder upon termination of this Contract. Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict

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or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from this Contract and that all such materials and/or data must be transmitted, in its original and copied form, to UNLV within seventy two (72) hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data. As

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applicable, Contractor shall provide good title to any applicable deliverable, and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable deliverable. Contractor warrants that it is either the owner of all methodologies used and/or deliverables transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the deliverable(s) (as applicable).

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

N. TERMINATION FOR CONVENIENCE

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges and agrees that the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; and any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**") are the sole property of NSHE/UNLV, and shall only be used in accordance with this Contract. UNLV hereby grants Contractor a non-

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exclusive, non-transferrable, revocable, limited license to use the Marks solely for the purposes of performing the Services set forth herein and not for Contractor's own promotional purposes without the prior written approval of UNLV. Contractor may only display the Marks in the manner approved in advance by UNLV and the license to use the Marks shall terminate the earlier of i) the termination of this Contract, or ii) UNLV's written revocation of the use of the Marks (email acceptable).

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or

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women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

S. JOINER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. The NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T. AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2)

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years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

V. SUSTAINABILITY

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- a) All electronic equipment UNLV purchases 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 UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

W. CONFIDENTIALITY

UNLV acknowledges that Contractor is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act ("GLBA"). Contractor agrees to take reasonable measures to protect its confidential and proprietary information, including but not limited to Contractor's customer, commercial or technical information (collectively, "Confidential Information"). In certain situations set forth in this Lease, UNLV may have access to the Building and, therefore, to Contractor's Confidential Information. UNLV hereby agrees that it shall not reproduce or disclose any of Contractor's Confidential Information to any third party nor may it remove any such Confidential Information from the Building. Notwithstanding anything to the contrary in this Agreement, upon expiration of this Agreement, if any Confidential Information remains on the Premises, UNLV shall either return the same to Contractor or destroy it. If UNLV or any of its representatives or agents breaches the covenants set forth in this paragraph, irreparable injury may result to Contractor or such third parties entrusting Confidential Information to Contractor. Therefore, Contractor's remedies at law may be inadequate and Contractor shall be entitled to seek an injunction to restrain any continuing breach. If UNLV or any of its agents knows or reasonably believes that any Confidential Information in UNLV's control has been stolen, disclosed, lost, or is unaccounted for (collectively, a "Disclosure"), UNLV must immediately notify Contractor and take commercially reasonable measures to assist Contractor in determining the extent of the Disclosure. Contractor acknowledges and agrees that during the Lease Term, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, and other sensitive information) of UNLV alumni, employees, and students (collectively, "UNLV User Data"). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the GLBA. Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware. Except as prohibited by law, Contractor agrees to immediately destroy all UNLV confidential data and UNLV User Data received or accessed hereunder upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

(TYPE IN THE NAME OF THE CONTRACTOR)

APPROVED:

BY:

(TYPE IN NAME OF APPROVER)

Date

CONTRACT NUMBER (INSERT #)

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

RECOMMENDED:

BY:

**TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT
AUTHORIZED TO SIGN**

Date

BY:

Gerry J. Bomotti, Senior Vice President for Finance & Business

Date

-AND/OR-

BY:

John Valery White, Executive Vice President and Provost

Date

BY:

Neal J. Smatresk, President

Date

APPROVED:

Daniel Klaich, Chancellor

Date

APPROVED AS TO LEGAL FORM:

By:

Elda Luna Sidhu, General Counsel

Date